



COUNTY OF SANTA CRUZ BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Hybrid - Board Chambers &
Virtual/Teleconference

701 Ocean Street Rm 525, Santa Cruz, CA

ZOOM LINK [HTTPS://US06WEB.ZOOM.US/J/85163210200](https://us06web.zoom.us/j/85163210200)

TELEPHONE +1 669 900 6833 WEBINAR ID: 851 6321 0200

April 12, 2022

9:00	- Call to Order	10:30	- Recess
	- Public Comment	10:45	- Scheduled and Regular
	- Consent Agenda		Departmental Items
	- Scheduled and Regular	12:00	- Lunch
	Departmental Items	1:30	- Scheduled and Regular
			Departmental Items <i>(if needed)</i>

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/Citizens/Default.aspx>

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; visit website at: www.communitytv.org/watch/

To **comment** on individual agenda items, visit the Board's Meeting Portal web page at: www.santacruzcountyca.iqm2.com/Citizens/Default.aspx Select the meeting date and click on the icon next to an item description. 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 Secretaria 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. If you are a person with a disability and wish to participate in the meeting and require special assistance in order to participate, please contact the Clerk of the Board at (831) 454-2323 [TDD: 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.

County of Santa Cruz – Board of Supervisors
Public Participation Guidelines

February 2022 (COB)

The Board of Supervisors chambers is open to the public during meetings of the Board of Supervisors, with limited capacity. Masks are highly recommended for anyone present in the Board Chambers. Members of the public may also participate in the meetings via the Zoom platform and by telephone. Online streaming and CTV broadcast will continue as usual.

Board of Supervisors (BOS) meetings are broadcast via **live audio/video stream**:

- Meeting Portal website: www.santacruzcountyca.ig2.com
- County's Facebook page: <https://www.facebook.com/countyoofsantacruz/>
- Community Television (CTV) of Santa Cruz County: www.communitytv.org/watch

PUBLIC COMMENT

Spoken comments will be accepted during the teleconference meetings. To address the Board, click on the link provided to access a Zoom-based meeting, or call the telephone number provided on the agenda. If you only wish to watch the meeting and not address the Board, the Clerk requests that you stream the meeting rather than joining by Zoom.

Participating in Person:

The Board Chambers has been reopened for Board meetings with limited capacity. Face coverings are required in all indoor public spaces within County facilities, including the Board Chambers, regardless of vaccination status. Masks should be made with two or more layers of fabric and fit snugly over the nose and mouth. To address the Board, please line up at the podium when the Board Chair calls for general public comment or calls for public comment on the regular agenda item to which you would like to speak. Please state your name clearly for the record before making your comment and limit your remarks to the allotted time.

Participating by Phone:

To address the Board, dial the telephone number provided and you will be prompted to enter the meeting ID number. After that, you will be able to listen to the meeting and speak during public comment as announced by the Chair. The Clerk will call on people by the last four digits of their phone number.

The following commands can be entered via DTMF tones using your phone's dial pad while in a Zoom meeting:

- *6 - Toggle mute/unmute
- *9 - Raise hand

Participating online via Zoom:

You may download the Zoom client or connect to the meeting in-browser. If using your browser, make sure you are using a current, up-to-date browser: Chrome 30+, Firefox 27+, Microsoft Edge 12+, Safari 7+. Certain functionality may be disabled in older browsers including Internet Explorer.

You will be asked to enter an email address and name. **Please identify yourself by name** as this appears online and is how we notify you when it is your turn to speak.

When the Board Chair calls for the item on which you wish to speak, click on "raise hand." The Clerk will activate and unmute speakers in turn. Speakers will be notified shortly before they are called to speak.

When called, please limit your remarks to the time limit allotted.

If you only wish to watch the meeting and not address the Board, the Clerk requests that you stream the meeting rather than joining by Zoom.

RELATED CORRESPONDENCE

Web Agenda Comments

To comment on specific agenda items prior to the meeting, please use the "Add Comment" tool on the Meeting Portal webpage. Click on the **meeting date**, scroll down to the agenda item, and click the bubble icon located at the end of the item description. Please adhere to the [Acceptable Use Rules](#) for web commenting.

Written comments on agenda items may also be submitted to the Board by email or US Mail

Email: BoardOfSupervisors@santacruzcounty.us

- ✘ Emailed documents may take up to 24 hours to be posted
- ✘ Please include the agenda item number

U.S. Mail:

Santa Cruz County Board of Supervisors
701 Ocean Street, Room 500
Santa Cruz, CA 95060

Comments received after 5 p.m. Monday and before the end of the meeting will be included with the minutes record. General comments not related to topics on the agenda will be included with the next Written Correspondence Listing.

For the latest COVID-19 updates,
please visit the County Health
Services Agency website at:
<http://santacruzhealth.org>

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 two (2) 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 13-64)

REGULAR AGENDA

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

7. Consider status report on formation of the Pajaro Valley Health Care District (PVHCD) including initiation of District operations and Board of Director Meetings; update on Watsonville Community Hospital operations; and efforts to raise funds necessary for acquisition and operation; approve the expenditure by the CAO to acquire special legal services and appropriate insurance on behalf of PVHCD, and take related actions, as outlined in the memorandum of the County Administrative Officer

8. Consider approval in concept of revised "Uncodified Ordinance to Adopt Military Equipment Use Policy Pursuant to Assembly Bill 481," adding "Military Equipment" to the County's Policies and Procedures Manual as "Military Equipment Use Policy" and adding section 1600 under Title VII of the County's Policies and Procedures Manual pursuant to Assembly Bill (AB) 481 to increase the County's transparency to the public; direct staff to return to the Board on or before May 10, 2023, to provide an annual report as required by Assembly Bill 481, and take related actions, as outlined in the memorandum of the Sheriff-Coroner
 - a Uncodified Ordinance Adding Military Equipment Use Policy (red-lined/strikeout)
 - b Revised Uncodified Ordinance Adding Military Equipment Use Policy (clean copy)
 - c Draft Policy 706 - Military Equipment
 - d Assembly Bill 481

9. Public hearing to consider proposed 2022-23 benefit assessment/service charge reports for various County Service Areas, and adopt resolution confirming the benefit assessment/service charge reports, as outlined in the memorandum from the Deputy CAO/Director of Community Development and Infrastructure
 - a Resolution 2022-23 Service Charge Reports
 - b 2022-23 Attachment A CSA Rate Sheet

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).

10. Public hearing to consider proposed 2022-23 Benefit Assessment rates for County Service Area: No. 16, No. 21, No. 26, No. 36, No. 46, No. 55, and No. 58; request the submittal of ballots for the proposed FY2022-23 benefit assessments; continue the public hearing to May 24, 2022, and take related actions, as outlined in the memorandum of the Deputy CAO/Director of Community Development and Infrastructure
 - a 2022-23 Proposed Benefit Assessment CSAs 16, 21, 26, 36, 46, 55 & 58

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).

11. Adopt resolution confirming previously approved Consumer Price Index increases in benefit assessment rates for County Service Areas (CSAs) 2, 5, 7, and 20; adopt resolution confirming previously approved rate for CSA No. 10; adopt resolution scheduling a public hearing on June 7, 2022, on proposed benefit assessment/service charge reports for the various CSAs; and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
 - a Resolution 2022-23 - CSA's 2, 5, 7 and 20
 - b Resolution 2022-23 - CSA No. 10
 - c Resolution - Public Hearing for various CSAs
 - d Notice of Public Hearing - Benefit Assessment Service Charge Reports CPI

CLOSED SESSION AGENDA

EXECUTIVE SESSION

12. SCHEDULE A CLOSED PERSONNEL AND LITIGATION SESSION TO BE HELD AT THE CONCLUSION OF THE BOARD'S CONSENT OR REGULAR AGENDA, OR AT ANY OTHER TIME DURING THE COURSE OF THE MEETING ANNOUNCED BY THE CHAIRPERSON OF THE BOARD

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1))

Tyler Luttrell v. County of Santa Cruz, Victor Mora, Eduardo Moya;
U.S. District Court, Northern District of California, Case No. 5:19-
CV-07300-ED.

B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1))

John Habermehl v. Santa Cruz County, Workers Compensation
Case Nos. ADJ14559356 and ADJ15469338.

Report of County Counsel - will be given at the conclusion of the closed session on any reportable action(s) taken in the closed session

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General Government

13. APPROVAL OF MINUTES
 - a. Board of Supervisors - Regular Meeting - Mar 22, 2022, 9:00 AM
14. Adopt "Ordinance amending Santa Cruz County Code Sections 4.24.020, 4.24.080, 4.24.110 and 4.24.130 and adding a new Section 4.24.105" (approved in concept on March 22, 2022)
15. Adopt "Ordinance amending County Code Chapter 5.60 related to Tobacco Retailing Licenses", and schedule the ordinance for a second reading and final adoption on April 12, 2022 (approved in concept March 22, 2022)
16. Adopt resolution accepting unanticipated revenue in the amount of \$13,365 into the Fiscal Year 2021-22 Auditor-Controller-Treasurer-Tax Collector budget to replace a folder/sealer, increase professional services budget, and take related actions, as recommended by the Auditor-Controller-Treasurer-Tax Collector
17. Adopt resolution authorizing the continued use of teleconference meetings as allowed by Assembly Bill 361, and take related actions, as recommended by the County Administrative Officer
18. Approve request of the Biggam, Christensen, & Minsloff (BCM) law firm for extraordinary expenses in the special circumstances capital case People v. Carrillo, and authorize the Auditor-Controller to pay \$50,000 into a trust account established by BCM for investigation, paralegal, and expert expenses, as recommended by the County Administrative Officer
19. Approve an equipment lease agreement with Central Coast Community Energy in the total amount of \$2,182,696.12, to provide backup power generators to critical public safety facilities, with annual payments beginning Fiscal Year 2022-23 and ending on November 1, 2031, adopt resolution accepting \$2,000,000 in unanticipated revenue into the Plant Fund, and take related actions, as recommended by the County Administrative Office
20. Approve agreement with NetFile, Inc. in the amount of \$18,000 per year for electronic filing of Conflict-of-Interest Form 700 and campaign disclosure forms, and take related actions, as recommended by the County Clerk

Consent items continued

21. Accept and file status reports on emergency work by EnviroSAFE, IFLAND, and Z-CON for replacement and relocation of the leaking fuel vault from Martin Volunteer Fire Station to McDermott Volunteer Fire Station; Rountree emergency domestic water tank replacement project with Superior Tank Solutions; and Rountree emergency replacement of air handling units; adopt resolution in the amount of \$250,000 into the Plant Fund; approve transfer of appropriations in the amount of \$250,000 from Sheriff's Office and contingencies into the Plant Fund; direct staff to return with a report at each meeting on the progress of the emergency work through its completion, and take related actions, as recommended by the Director of General Services – (4/5 vote)
22. Accept and file report on the free menstrual product pilot program, Menstrual Equity for Santa Cruz County (ME4SCC), launch in County facilities, as recommended by the Director of General Services
23. Accept and file update on current County of Santa Cruz Broadband activities, authorize the Information Services Department to release Request for Proposal for consultant services to develop a Broadband Master Plan, and take related actions, as recommended by the Director of Information Services
24. Approve the General Representation Unit Memorandum of Understanding and take related actions, as recommended by the Director of Personnel
25. Schedule a public hearing on April 26, 2022, beginning at 9:00 AM or thereafter, to consider "Ordinance amending Santa Cruz County Code Section 12.10.235 (2019 California Plumbing Code)", and take related actions, as recommended by Supervisor Koenig and Supervisor McPherson
26. Accept donation of digital wallet technical infrastructure for the County of Santa Cruz from HUMBL, direct the County Administrative Officer to establish a pilot digital wallet program for the County of Santa Cruz, which will initially include the infrastructure for a digital County wallet, and subsequently may be expanded to serve the needs of the community as the County sees fit, and report back to the Board no later than August 9, 2022, on progress of the pilot program, as recommended by Supervisor Friend
27. Approve appointment of Maureen McCarty to the Mental Health Advisory Board, as a representative of the general public, in accordance with County Code Section 2.104.030, for a term to expire April 1, 2025, as recommended by Supervisor Friend

Consent items continued

28. Direct the Board Chair to write a letter to the legislative sponsor opposing the passage of Senate Bill 1186 which would severely undermine local decision-making under the Medicinal and Adult-Use Cannabis Regulation and Safety Act, and direct the Chair to share the letter with the County's legislative delegation, as recommended by Supervisor Friend and Supervisor McPherson
29. Direct the Chair of the Board to send a letter to the legislative sponsor opposing the passage of Senate Bill 886 which would exempt University of California on-campus housing developments from complying with the California Environmental Quality Act, and direct the Chair to share the letter with Senator Laird, Assemblymember Stone, the Senate Environmental Quality Committee, and Santa Cruz City Councilmembers, as recommended by Supervisor Coonerty
30. Adopt resolution condemning antisemitism and expressing our solidarity with the Jewish people in our community, in the United States, and around the globe, as recommended by Supervisor Coonerty and Supervisor Friend
31. Approve appointment of Gregory Benson to the Emergency Medical Care Commission, as the at-large representative of Ambulance Services, for a term to expire April 1, 2023, as recommended by Chair Koenig
32. Approve reappointment of J.M. Brown as the Alternate Director representing the County of Santa Cruz on the Santa Margarita Groundwater Agency, and approve reappointment of Allyson Violante as the Alternate Director representing the County of Santa Cruz on the Santa Cruz Mid-County Groundwater Agency, as recommended by Chair Koenig

Public Safety & Justice

33. Adopt resolution extending for sixty (60) days the proclamation of a Local Emergency by the County Administrative Officer related to the Atmospheric River Storm event on December 13, 2021, as recommended by the Director of the Office of Response, Recovery and Resilience
34. Authorize General Services Department to release a Request for Proposal for Juvenile Probation community-based prevention, intervention and engagement services, and direct the Chief Probation Officer to return to the Board on or before June 28, 2022, with selected vendors and service agreements for Fiscal Year 2022-23, as recommended by the Chief Probation Officer
35. Authorize the General Services Department to release a Request for Proposal (RFP) for pricing of Janitorial Services, and direct the Sheriff's Office to return with a selected vendor and contract once the RFP process is completed, as recommended by the Sheriff-Coroner

Consent items continued

36. Adopt resolution amending Resolution No. 279-75 to extend the Incentive Pay and Vacation Advancement program for Deputy Sheriff Lateral hires, and take related actions, as recommended by the Sheriff-Coroner and Director of Personnel

Health & Human Services

37. Ratify grant application to California Department of Health Care Services for the Substance Abuse Prevention and Treatment Block Grant County application for supplemental funding for the enhancement and expansion of Substance Use Disorder Prevention, Treatment and Recovery Services; accept grant allocation in the total amount of \$1,845,689 available through the Coronavirus Response and Relief Supplemental Appropriations Act in the amount of \$973,889, and American Rescue Plan Act in the amount of \$871,800; adopt resolution accepting unanticipated revenue from California Department of Health Care Services in the amount of \$184,544 for Fiscal Year 2021-22, and take related actions, as recommended by the Director of Health Services
38. Approve amendment to agreement with Pajaro Valley Prevention and Student Assistance, Inc. reducing the contract amount by \$31,374 for a new contract maximum of \$1,453,576, to adjust compensation rate due to pandemic impacts for mental health services, and take related actions, as recommended by the Director of Health Services
39. Approve amendment to agreement with Accela Inc. to increase by \$2,144 for the purchase of seven remote software licenses, revise provisions related to pricing and optional additional services, and take related actions, as recommended by the Director of Health Services
40. Approve the fixed asset purchase of two vehicles for Family & Children's Services division of the Human Services Department and authorize the transfer of \$100,000 to General Services to facilitate the purchase, as recommended by the Director of Human Services

Land Use & Community Services

41. Adopt resolution confirming previously established benefit assessments for Mosquito Abatement/Vector Control - County Service Area (CSA) No. 53; adopt resolution setting a public hearing on Tuesday, May 10, 2022, to consider proposed benefit assessment rate reports for CSA No. 53, and take related actions, as recommended by the Agricultural Commissioner

Consent items continued

42. Approve agreement with PlaceWorks in the amount of \$192,256, which includes a \$17,478 contingency amount, to prepare the North Coast Facilities and Management Plan and take related actions, as recommended by the Director of Parks, Open Space and Cultural Services
43. Schedule a public hearing on Tuesday, May 10, 2022, at 9:00 AM or thereafter, to consider amendments to Santa Cruz County Code Chapter 13.10 related to wireless communications facilities, affirm the project is exempt from CEQA, and take related actions, as recommended by the Interim Director of Planning
44. Approve Anderson Pacific Engineering, Inc., for on-call electrical support services for the various sanitation County Service Areas through June 30, 2024, and authorize the Director of Community Development and Infrastructure to issue purchase orders as needed with Anderson Pacific Engineering, Inc., as recommended by the Deputy CAO/Director of Community Development and Infrastructure
45. Schedule a public hearing on June 7, 2022, beginning at 9:00 a.m. or thereafter, to consider approving a resolution establishing a charge for recycling and solid waste services infrastructure at the County's Buena Vista Landfill, approve notice of public hearing and direct Community Development and Infrastructure to mail the notice to all affected property owners within the unincorporated County at least 45 days before the public hearing, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
46. Approve amendment to agreement with Geosyntec Consultants, Inc., for providing solid waste engineering and environmental services for the Buena Vista and Ben Lomond Landfills, increasing the contract by \$10,453 for a not-to-exceed amount of \$217,146, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
47. Accept and file status update on emergency action with Anderson Pacific Engineering for repairs at CSA 7 Boulder Creek Wastewater Treatment Plant, effluent pump stations and leach pits; find that the emergency continues to exist pursuant to Public Contract Code section 1102; and direct Public Works to return on April 26, 2022, with an updated report on progress of emergency work, as recommended by the Deputy CAO/Director of Community Development and Infrastructure - (4/5 vote)
48. Accept the improvements and final cost of \$763,045 for the CZU Lightning Complex Guardrail Replacement project, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure

Consent items continued

49. Accept the improvements and final cost of \$426,987 for the Cathedral Drive PM 1.21 2017 Storm Damage Repair project, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
50. Approve assessment of actual liquidated damages of \$23,945.88 for the Alta Via Road PM 0.42 2017 Storm Damage Repair project, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
51. Approve the Amendment to Agreement with construction management on-call consultants to extend the term by one-year; and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
52. Accept and file update on emergency repair completion of Two Bar Rd PM 2.45, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
53. Accept and file status update on emergency repair completion of Lodge Road PM 0.60, Contract No. 22D0627, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
54. Ratify award of contract with Conley General Engineering, Inc., in the amount of \$478,400 for the Laurel Road PM 1.97 2017 Storm Damage Repair project, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
55. Approve amendment to agreement with Quincy Engineering, Inc., for engineering and environmental services for the San Lorenzo Way Bridge Replacement project for an additional \$100,000 and extend the term of the contract to December 31, 2023, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
56. Approve plans, specifications and engineer's estimate for the Rider Road PM 0.07 2016 Storm Damage Repair project; set bid opening for 2:00 p.m. on May 11, 2022; direct Community Development and Infrastructure to return on or before August 9, 2022, for ratification of the contract award, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure

Consent items continued

57. Approve plans, specifications and engineer's estimate for the Trout Gulch Road PM 1.16 & 1.18 2017 Storm Damage Repair project, set bid opening for 2:00 p.m. on May 12, 2022; direct Community Development and Infrastructure to return on or before August 9, 2022, for ratification of the contract award, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
58. Approve plans, specifications and engineer's estimate for the Old Santa Cruz Highway PM 1.20 and 1.36 2017 Storm Damage Repair project; set bid opening for 2:00 p.m. on May 12, 2022; direct Community Development and Infrastructure to return on or before August 9, 2022, for ratification of the contract award, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
59. Adopt resolution in support of the Ironman 70.3 Santa Cruz triathlon scheduled for September 11, 2022, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
60. Adopt resolution in support of the Felton Remembers Parade scheduled for May 28, 2022, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
61. Approve permit for 2022 Strawberry Fields Forever Bicycle Ride event, scheduled for May 15, 2022, and take related actions, as recommended by the Deputy CA/Director of Community Development and Infrastructure
62. Approve a permit for the 2022 AIDS/LifeCycle Bicycle Ride event scheduled for June 5 and 6, 2022, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
63. Approve road closures for the 50th Annual Wharf to Wharf Race and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
64. AS THE BOARD OF DIRECTORS OF THE FLOOD CONTROL AND CONSERVATION DISTRICT, adopt resolution authorizing the execution and delivery of a First Amendment to Joint Exercise of Powers Agreement Between County of Santa Cruz and Santa Cruz County Flood Control and Water Conservation District, relating to the Santa Cruz County Capital Financing Authority, as recommended by the Deputy CAO/Director of Community Development and Infrastructure

- 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):

Latino Affairs Commission
Water Advisory Commission

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

Maureen McCarty, Mental Health Advisory Board

- 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 Four Streams Kitchen, 7960 Soquel Drive, Aptos (copies to Environmental Health, Planning, and Sanitation Engineering)
- b) Proclamation issued by Supervisor Coonerty declaring April 2022, as Arts, Culture, and Creativity Month in Santa Cruz County
- c) Proclamation issued by Chair Koenig declaring April 2022 as National Child Abuse Prevention Awareness Month in the County of Santa Cruz
- d) Proclamation issued by Supervisor McPherson honoring Lois Henry on the occasion of her retirement
- e) Proclamation issued by Supervisor Caput recognizing Rogelio De La Torre for his outstanding contributions to the County of Santa Cruz
- f) Letter of Alexia Martinez conveying her concerns relative to Project Homekey
- g) Letter of Amy Gross conveying her concerns relative to Project Homekey

- h) Letter of Bob Goode conveying his concerns relative to issues at 451 Coast Road and 551 Coast Road
- i) Letter of Brian Lockwood, Chair, Water Advisory Commission, regarding notification of formation of a subcommittee of the Water Advisory Commission in response to Senate Bill 5522
- j) Letter of Carolyn Schmidt conveying her concerns relative to eviction protection in Santa Cruz County
- k) Letter of Clarence Dunnrowicz conveying his concerns relative to Comcast
- l) Letter of Debbie Fonseca conveying her concerns relative to COVID Vaccines
- m) Letter of Jennifah Chard conveying her concerns relative to Project Homekey
- n) Letter of Jennifer Greer conveying her concerns relative to COVID restrictions and state of emergency
- o) Letter of Kasha Maslowski conveying her concerns relative to Project Homekey
- p) Letter of Kathleen Condon conveying her concerns relative to the homeless encampments along the San Lorenzo River
- q) Letter of Kian Dadras conveying his concern relative to eviction protection in Santa Cruz County
- r) Letter of Loree McCawley conveying her concerns relative to Project Homekey
- s) Letter of Ludmila Boiko conveying her concerns relative to lack of support from County officials
- t) Letter of Mary McConnell conveying her concerns relative to eviction protection in Santa Cruz County
- u) Letter of Marzena Wisniewska conveying her concerns relative to Project Homekey
- v) Letter of Stanley Brown conveying his concerns relative to Project Homekey
- w) Letter of Susie McCoullough conveying her concerns relative to Project Homekey



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: County Administrative Office

(831) 454-2100

Subject: Update on Pajaro Valley Health Care District Formation and Watsonville Community Hospital

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Consider staff report on activities to support the formation of the Pajaro Valley Health Care District (PVHCD) and the PVHCD Board of Directors;
- 2) Consider an update on the current financial and operational status of Watsonville Community Hospital (WCH) and efforts to date to secure funding to both acquire and operate WCH as a community hospital;
- 3) Approve expenditure of up to \$100,000 for specialized legal services for the Pajaro Valley Health Care District and authorize County Counsel to complete necessary administrative documents to effectuate payment; and
- 4) Approve expenditure of up to \$52,000 for Directors and Officers Insurance for the PVHCD Board of Directors and authorize the County's Risk Manager to complete the necessary documents to provide coverage.

Executive Summary

The mission of the Pajaro Valley Health Care District (PVHCD) is to ensure that the communities it serves have a high-quality and sustainable healthcare system, anchored by the acquisition of Watsonville Community Hospital as a publicly owned and operated hospital. The Board of Supervisors has taken several actions to support the formation of the Pajaro Valley Health Care District, consistent with SB 418, authored by Sen. John Laird, and signed by the Governor on February 4, 2022. Much has been accomplished to realize this mission, and the following report provides an overview of activities to support formation of the District and its governance model as well as updates on Watsonville Community Hospital current operational challenges, and fundraising efforts to date for acquiring and sustaining the Hospital. Based on actions taken by the District's Board of Directors at their first meeting on March 24, 2022, staff recommends the Board approve specific expenditures by the County to support the formation and operations of the PVHCD.

Background

The Board of Supervisors has taken a number of actions to support the formation of the Pajaro Valley Health Care District (PVHCD) consistent with SB 418, which was signed by the Governor on February 4, 2022. The Board of Supervisors' most recent action, taken on March 22, 2022, appointed the inaugural five-member Board of Directors (BOD). The BOS also approved the agreement between the County and the PVHCD regarding the provision of interim administrative staff and legal services by the County

to the District. Accordingly, County staff have been working actively to support the formation of the District. The District Board is operating under the Ralph M. Brown Act, and it is supported by staff in the County Administrative Office (CAO), the County's Health Services Agency (HSA), and County Counsel, and it is collaborating with the Board of Directors of the Pajaro Valley Healthcare District Project (Project).

The Project, a nonprofit organization created by representatives from the County of Santa Cruz, the City of Watsonville, Salud Para La Gente, and the Community Health Trust of Pajaro Valley, with the mission to acquire Watsonville Community Hospital from Bankruptcy and return it to community ownership, is actively working with the District's Board of Directors to share information and develop transition recommendations. The Bankruptcy Court approved the sale of the Hospital to the Project in late February 2022 as set forth in the Asset Purchase Agreement (APA) negotiated between the Project and the Watsonville Hospital Corporation. Per the APA, the Project is actively involved in due diligence and fund-raising activities to move forward with the acquisition.

Assuming sufficient funding is secured, it is intended that the District Board of Directors will assume ownership and operations of the hospital when the purchase is complete, which is expected to be no later than August 31, 2022, per the APA.

Analysis

This report provides an update on District formation activities for PVHCD including governance infrastructure and specifically the provision of specialty legal services and Directors and Officers Insurance as donated services by the County; a high-level overview of the status of Watsonville Community Hospital operations as related to the acquisition of WCH; and an update on the fund-raising efforts lead and coordinated by the Project in service to the acquisition.

Building the Governance Infrastructure of the PVHCD Board of Directors

BOD members took their oath of office and convened their first meeting on March 24, 2022, followed by a half-day study session on March 26. Supported by interim administrative staff, the BOD took several actions to establish basic governance protocols and appoint key interim administrative staffing roles to serve the Board of Directors at the inaugural meeting of the Board of Directors on March 24, 2022.

Interim Staffing Assignments

These staffing roles included appointing Edith Driscoll, the County's Auditor Controller-Treasurer Tax Collector as the District's Interim Treasurer, and Jason M. Heath, County Counsel, as Interim General Counsel to the Board, until the District is able to hire staff. The BOD authorized the Chair to sign an engagement letter with Best Best & Krieger (BBK) as special legal counsel. The engagement of BBK will require the Board of Supervisors to approve the expenditure of County funds consistent with the interim administrative services agreement with the BOD. Analysis regarding the recommendation is provided in a subsequent section of this memo.

As noted earlier in the report, the BOD also approved the agreement to accept interim administrative, operational, and legal staffing support from the County of Santa Cruz at no upfront costs to the PVHCD. In addition to the legal and treasury services noted above, the agreement outlines provision of executive services from HSA to provide interim operational guidance and administrative support; clerking and meeting management services; public outreach and communications support, and potential coordination of local, State and Federal Support and other services as needed.

Currently staff from the CAO Office, Clerk of the Board, County Counsel, and HSA are actively providing said services. In addition, the City of Watsonville has agreed to provide clerking and translation services at PVHCD Board of Directors Meetings on an

interim basis until the District is able to hire its own staff. It anticipated that these interim services will be in place for approximately 6 months or until mid to late September 2022.

Board of Directors Meeting Mechanics

The BOD also took steps to adopt Rosenberg's Rules of Order with which to conduct business, approved an agenda format, including the use of a consent agenda, scheduled meeting dates, adopted a resolution to provide for teleconferencing meetings under AB 361, and approved an administrative services agreement to accept in-kind County staff assistance until such time as the Board adopts a budget and is able to secure staff (anticipated to be by September 30, 2022). The BOD also selected Director John Friel to serve as Interim BOD Chair and Jasmine Najera to serve as Interim BOD Secretary. The BOD will select their permanent officers at a Special Meeting scheduled for April 25, 2022, per Health and Safety Code Section 32100.001.

Legal Services

As mentioned, at their meeting on March 24, 2022, the Board of Directors appointed Santa Cruz County Counsel, Jason M. Heath, to act as the District's attorney until the District can hire permanent legal counsel. County Counsel also recommended, and the BOD unanimously approved, that the District engage Best Best & Krieger LLP (BBK) as special health care operations counsel.

Health and Safety Code Section 32121(f) empowers the District to employ legal counsel to "advise the board of directors in all matters pertaining to the business of the district, to perform the functions in respect to the legal affairs of the district as the board may direct, and to call upon ... the county counsel for legal advice and assistance."

As a local health care district in the midst of trying to purchase Watsonville Community Hospital out of bankruptcy and preparing to provide policy direction for the hospital's operation, the District needs specialized legal services in the area of health care. Anticipating this, the District has preliminarily retained Noel Caughman, an experienced attorney from the law firm of Best Best & Krieger who specializes in health care law and the representation of special health care districts. BBK provides a full range of healthcare legal services for hospitals, physicians and ancillary providers, and has 30 years of experience working for California healthcare districts. The firm's healthcare law department specializes in the provision of general counsel, regulatory and dispute resolution services to a number of California healthcare districts. Specifically, BBK can provide legal services in connection with the structure and operation of the newly formed District, including but not limited to organizational, governance, health care, compliance, business, and transactional advice for the newly formed District as it seeks to acquire Watsonville Community Hospital pursuant to SB 418.

Staff anticipates that BBK attorneys may be called upon from time to time to work on matters as particular needs arise, and those attorneys will bill at approximately \$425 an hour, depending on the area of specialty and the experience of the attorney providing services. BBK requires an advance deposit for fees and costs of \$25,000. This sum will be considered a "rolling retainer" which will be replenished each month based on the amount of legal services provided in the previous month. Any funds remaining will be returned to the County upon the conclusion of services. Payment for these services will not create an attorney-client relationship between the County and BBK, allow the County to direct the work, or provide the County with a role in District decision-making.

However, the District does not yet have funding or an adopted budget and cannot yet pay for these legal services. To provide the best opportunity for the successful purchase of the Hospital, staff recommends that the County agree to pay for BBK's services in an amount not-to-exceed \$100,000. These funds would come from the CAO Office current budget and not require any additional appropriation authority. As with the other services being provided by the County, the County is reserving the right to seek reimbursement from the District when the District's finances have stabilized.

Directors and Officers Insurance

Beginning in mid-April, the District Board of Directors may be considering actions that establish governance precedents, and policy and procedures that may affect the hospital purchase agreement and subsequent operations. It is recommended that the County acquire Directors and Officers Insurance for the Board of Directors. A policy to do so has been solicited by the County's Risk Manager. Coverage includes \$1 million for each claim, with a \$1 million annual aggregate. With taxes and fees the initial annual premium will be \$51,125. We continue to work with the County's Risk Manager to see what alternative insurance options may be available.

As the District does not yet have funding or an adopted budget, and cannot yet pay for this policy, staff recommends that the County agree to pay for Directors and Officers Insurance in an amount not-to-exceed \$52,000. These funds would come from the CAO Office current budget and not require any additional appropriation authority. As with the other services being provided by the County, the County is reserving the right to seek reimbursement from the District when the District's finances have stabilized.

Study Session on Health Care District Fundamentals, WCH Finances and Operations, and overview of Watsonville Hospital Corporation Bankruptcy Process

At their study session on March 26, 2022 the PVHCD Board of Directors heard educational presentations on the Ralph M. Brown Act, an orientation on basic hospital operations, an overview of the bankruptcy transaction and process for purchasing Watsonville Community Hospital, and an overview of fundraising efforts. Highlights are noted below.

Overview of Watsonville Hospital Operations and Finances

At the PVHCD Board of Directors meeting on March 26, 2022, Consultant Cecilia Montalvo from Founderwerk Incorporated provided an overview of the Watsonville Community Hospital operations based on aggregate feedback from the WCH staff, best organizational practices, and current industry trends. The report highlighted several reasons why the Watsonville Community Hospital is experiencing financial difficulties including:

- Disproportionately high percentage of patients on MediCal
- High administrative costs, including property lease, outside management companies
- Declining reputation driving away more profitable "commercial" patients
- Fragile referring physician infrastructure
- COVID 19
- Commercial Payment Rates Below Market

Moving forward, the BOD will be developing a comprehensive business plan focusing

on staff infrastructure needs, revenue opportunities, capital investments, patient care quality, and service line efficiencies.

Status of Watsonville Hospital Acquisition

On December 5th, 2021, the Watsonville Hospital Corporation filed for bankruptcy relief to reorganize the Watsonville Community Hospital. On December 27, 2021, the Pajaro Valley Healthcare District Project (the Project), a non-profit whose sole mission is to facilitate the creation of a health care district in the Pajaro Valley for the purpose of purchasing Watsonville Hospital and returning the hospital to public ownership, entered into an Asset Purchase Agreement to purchase the Hospital's operating assets.

On February 23, 2022, the Court approved the sale of the Hospital to the Project. Key provisions of the Asset Purchase Agreement include:

- The Watsonville Hospital Corporation continues to be responsible for the operation of the hospital, with the caveat that key financial and operational decisions must be made in consultation with the Project;
- Extension fees of \$2.5 million per month must be paid to the Watsonville Hospital Corporation beginning on March 25, 2022;
- Monthly extension fee costs could total as much as \$12.5 million if the sale does not close until August 31, 2022;
- The sale of the Hospital must close by August 31, 2022.

Funding Needs

Acquisition Costs

Purchase Price	9,000,000
Debtor in Possession Financing During Bankruptcy	23,500,000
Sales Tax, Est. Closing Costs, Cure Costs	<u>8,084,000</u>
Total Acquisition Costs	40,584,000

Operating Capital Needs

Monthly Extension Fee Funding Prior to Close	12,500,000
Legal and Consulting Fees	2,660,000
Deficit Funding Post Close / Initial Capital	10,000,000
Less Estimated Cash Fund Balance at Close	<u>(4,000,000)</u>
Total Operating Capital Needs	21,160,000

Total Acquisition and Operating Capital Needs	61,744,000
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Funding Sources

Committed Funding

County of Santa Cruz (1)	5,500,000
County of Monterey	3,000,000
Community Health Trust of Pajaro Valley	6,000,000
Kaiser Foundation Health Plan	3,000,000
Central Coast Alliance for Health	3,000,000
City of Watsonville	130,000

Stanford Children's Hospital	1,084,000
Dominican Hospital / Common Spirit	300,000
Driscoll's Challenge Grant	1,750,000
Philanthropy Campaign	<u>15,000</u>
Total Committed Funding	23,779,000
Expected to be Committed	
State of California	20,000,000
Blue Shield Grant	1,000,000
Driscoll's Challenge Grant	<u>1,750,000</u>
Total Expected to be Committed	22,750,000
Total Committed and Expected Funding	46,529,000
Identified Funding Shortfall	15,215,000

- (1) The County of Santa Cruz is initially bearing the administrative and formation costs of the Pajaro Valley Health Care District

Financial Impact

The PVHCD requires Directors & Officers liability insurance that will cost as much as \$51,125 based on quotes available as of this report as well as an expenditure agreement for legal services for Best Best and Krieger in the amount of \$100,000. Funding for fiscal year 21-22 is provided in GL key 181000/62831 and is available due to unspent expenditures in other contracted services within the CAO budget. No additional general fund will be required for these services for the PVHCD.

These funds are in addition to the \$5.5 million the County has provided to the Project. Of that \$5.5 million, \$5 million will be utilized by the Project to pay the monthly extension fees associated with the Asset Purchase Agreement. \$500,000 provided by HSA to the Project has been used for legal and consulting fees associated with the Bankruptcy and assessment of Hospital operations and finances.

It is anticipated that an additional \$500,000 will be used to provide in-kind administrative staffing, additional consultants including the legal fees and insurance costs recommended to the Board. The County will advance the costs for the hiring of Best Best & Krieger, and to procure Directors and Officers Insurance, but will keep track of the hours and expenditures of both staff and contractors that are devoted to District business and may request reimbursement from the District in the future once District finances have stabilized.

Strategic Plan Element(s)

The recommended action supports the County's goals and objectives in the area of Comprehensive Health and Safety.

Submitted by:

Carlos J. Palacios, County Administrative Officer

Recommended by:
Carlos J. Palacios, County Administrative Officer



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Sheriff-Coroner

(831) 454-7600

Subject: Adoption of Revised Uncodified Ordinance Adding Military Equipment Use Policy Pursuant to AB 481

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Consider approval in concept of revised "Uncodified Ordinance to Adopt Military Equipment Use Policy Pursuant to Assembly Bill 481", adding "Military Equipment" to the County's Policies and Procedures Manual as "Military Equipment Use Policy" and adding section 1600 under Title VII of the County's Policies and Procedures Manual pursuant to Assembly Bill (AB) 481 to increase the County's transparency to the public;
- 2) Direct staff to place the ordinance on the next available agenda for final adoption, and direct the Clerk of the Board to publish notice of adoption as required by Government Code 25124; and
- 3) Direct staff to return to the Board on or before May 10, 2023 to provide an annual report as required by Assembly Bill 481.

Executive Summary

In a recent Board action, the Board approved in concept an "Uncodified Ordinance to Adopt Military Equipment Use Policy Pursuant to Assembly Bill 481". After the Board took action, staff had additional engagement with the community and determined that it would be appropriate to supplement the findings section of the ordinance to more clearly reflect the required statutory findings.

Background

On March 22, 2022, the Board approved in concept the Sheriff's "Uncodified Ordinance to Adopt Military Equipment Use Policy Pursuant to Assembly Bill 481." Thereafter, upon further review of the ordinance, and in the effort to better align with and address the "findings" requirement under AB 481, the Sheriff determined that it would be appropriate to add the following language to the Recitals section of the ordinance:

"WHEREAS, AB 481 requires that the governing body shall only approve a military equipment use policy if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

(B) The proposed military equipment use policy will safeguard the

public's welfare, safety, civil rights, and civil liberties;

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and”

“WHEREAS, the Board of Supervisors has determined that it is appropriate to make such findings here.”

In addition, the operational portion of the draft ordinance has been modified to expressly reflect that the Board is making the above-identified determinations as findings in adopting the ordinance:

“SECTION I

The Board of Supervisors hereby adopts the foregoing recitals, specifically subsections (A), (B), (C), and (D), as its own findings.”

The Sheriff's "Military Equipment" policy remains unchanged from the version your Board reviewed at its last meeting.

Clean and red-line/strikeout versions of the revised uncodified ordinance are attached.

Analysis

The revised uncodified ordinance will better align with and address the "findings" requirement under AB 481.

Financial Impact

There is no financial impact as a result of approving the recommended actions.

Strategic Plan Elements

- 1.B (Comprehensive Health & Safety: Provide for a Safe Community)
- 1.C (Comprehensive Health & Safety: Local Justice)
- 6.A (Operational Excellence: Customer Service)

The Sheriff's Office operational goals and strategies aim to improve public safety by enacting policies and legal measures that promote transparency, protect members of the public and promotes overall public safety.

Submitted by:

Jim Hart, Sheriff-Coroner

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Uncodified Ordinance Adding Military Equipment Use Policy (red-lined/strikeout)
- b Revised Uncodified Ordinance Adding Military Equipment Use Policy (clean copy)
- c Draft Policy 706 - Military Equipment
- d Assembly Bill 481

ORDINANCE _____

**UNCODIFIED ORDINANCE TO ADOPT MILITARY EQUIPMENT USE
POLICY PURSUANT TO AB 481**

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

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and,

WHEREAS, AB 481 requires that the governing body shall only approve a military equipment use policy if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

(D) Prior military equipment use complied with the military equipment

Deleted: .

use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, the Board of Supervisors has determined that it is appropriate to make such findings here;

Deleted: ¶

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

SECTION I

The Board of Supervisors hereby adopts the foregoing recitals, specifically subsections (A), (B), (C), and (D), as its own findings.

SECTION II

The attached policy, titled "Military Equipment", shall be added to the County's Policies and Procedures Manual as "Military Equipment Use Policy" and designated section 1600 under Title VII of the County's Policies and Procedures Manual.

SECTION III

This ordinance shall take effect on the 31st day after final adoption.

Passed and adopted this ____ day of _____, 20____, by the Board of Supervisors of the County of Santa Cruz by the following vote:

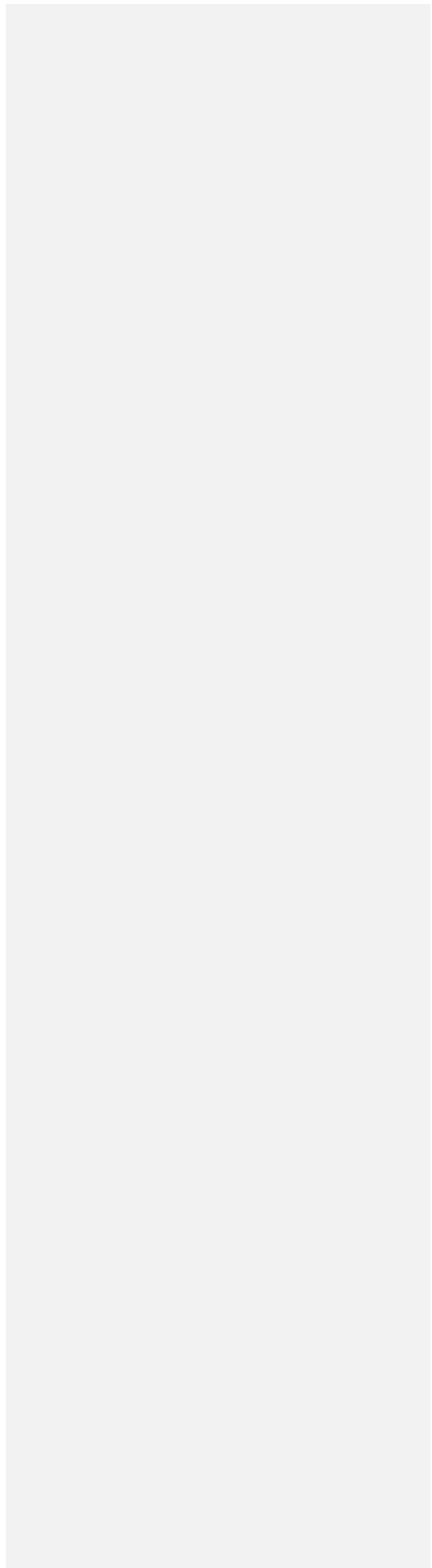
- AYES: SUPERVISORS
- NOES: SUPERVISORS
- ABSENT: SUPERVISORS
- ABSTAIN: SUPERVISORS

Chairperson of the Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

Office of the County Counsel



Attachment: Uncodified Ordinance Adding Military Equipment Use Policy (red-lined/strikeout) [Revision 1] (12482 : Adoption of Revised

ORDINANCE _____

**UNCODIFIED ORDINANCE TO ADOPT MILITARY EQUIPMENT USE
POLICY PURSUANT TO AB 481**

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

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, AB 481 requires that the governing body shall only approve a military equipment use policy if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, the Board of Supervisors has determined that it is appropriate to make such findings here;

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

SECTION I

The Board of Supervisors hereby adopts the foregoing recitals, specifically subsections (A), (B), (C), and (D), as its own findings.

SECTION II

The attached policy, titled “Military Equipment”, shall be added to the County’s Policies and Procedures Manual as “Military Equipment Use Policy” and designated section 1600 under Title VII of the County’s Policies and Procedures Manual.

SECTION III

This ordinance shall take effect on the 31st day after final adoption.

Passed and adopted this ____ day of _____, 20____, 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

Attachment: Revised Uncodified Ordinance Adding Military Equipment Use Policy (clean copy) [Revision 1] (12482 : Adoption of Revised

APPROVED AS TO FORM:

Office of the County Counsel

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

706.2 POLICY

It is the policy of the Santa Cruz County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Santa Cruz County Sheriff's Office (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Office:

[See attachment: SCSO Military Equipment Inventory.pdf](#)

706.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

The Santa Cruz County Sheriff's Office has the authority to apply for funding prior to obtaining Board of Supervisors approval in the case of exigent circumstances. The office shall obtain council approval as soon as practicable.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Military Equipment

706.9 PUBLIC SUBMITTAL OF COMPLAINTS, CONCERNS AND/OR QUESTIONS

Any member of the public wishing to submit a complaint, concern, or question regarding the Sheriff's use of each specific type of military equipment, should contact the Sheriff's Professional Standards and Conduct Unit. Complaints, concerns, or questions can be submitted in any form (i.e. in person, telephone, email, etc). The Sheriff's Office will work diligently to timely respond to the public submittal of complaints, concerns, and/or questions regarding the Sheriff's use of each specific type of military equipment.

Military Equipment Inventory.pdf

1. Robots (Category 1)

- a. **Description, quantity, capabilities, and purchase cost:**
AVITAR II by Robotex- Cost \$24,250 each, quantity: 2. The AVITAR II is a heavy-duty robot. It is controlled by remote operation with a camera attachment. It's able to climb stairs, equipped with a control arm capable of picking up items. The AVITAR II also offers audio communication option, a chassis and manipulator that allow for accessories and tool combinations. Robot battery allows for approximately 3.5 hours of drive time. Remote lasts for about 6 hours.
- b. **Purpose:**
 To be used to remotely gain visual/audio data, deliver the Hostage Negotiator Team's (HNT) phone, open doors, disrupt packages, and clear buildings.
- c. **Authorized Use:**
 Only assigned deputies who have completed the required training shall be permitted to operate the AVITAR II.
- d. **Expected Lifespan:**
 10-15 years
- e. **Fiscal Impact:**
 No known annual maintenance cost.
- f. **Training:**
 All robot operators must complete Office training on operating the AVITAR II. Operators must demonstrate the ability to operate it safely and effectively. Operators are designated by the Sheriff's Office to operator the robot in critical incident situations. In instances where it is used for Bomb Team response, all robot operators must complete the 6-week FBI-Hazardous Device school training prior to operating.
- g. **Legal and Procedural Rules:**
 It is the policy of this agency to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. Robots (Category 1)

- a. **Description, quantity, capabilities, and purchase cost:**
REMOTECT ANDROS F6-A- Cost \$250,000, quantity: 1. The REMOTEC ANDROS F6A is a medium sized robot. The robot is capable of being deployed remotely and offers various capabilities; stair climbing ability, arm manipulation and deployment of remote tools. The REMOTEC F6A also offers the ability for 2-way communications, a chassis and manipulator that allow for additional accessories and tool combinations. The drive chassis is track driven with quick-release pneumatic wheels for size reduction.
- b. **Purpose:**
 To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.
- c. **Authorized Use:**
 Only assigned deputies who have completed the required training shall be permitted to operate the REMOTEC ANDROS F6A.
- d. **Expected Lifespan:**
 10-15 years
- e. **Fiscal Impact:**
 No known annual maintenance cost.

- f. **Training:**
All robot operators for REMOTEC ANDROS F6A the must complete the 6-week FBI-Hazardous Device school training prior to operating.
- g. **Legal and Procedural Rules:**
It is the policy of this agency to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

3. Unmanned Aerial Vehicles (Category 1)

- a. **Description, quantity, capabilities, and purchase cost:**
Unmanned Aircraft Systems (UAS): Unmanned aircraft along with accessories and associated equipment to control it remotely.
Models in Use:
- i. **DJI MAVIC 3-** Cost: \$3500 each, quantity: 2. Multipurpose UAS with 28x digital zoom and extended flight time. Weighs 895g with approximately 45 minutes of flight time.
 - ii. **DJI MAVIC 2 ENTERPRISE (Dual & Zoom)-** Cost \$1500 to \$3000 each, quantity: 12. UAS with a secondary camera for either infrared light or 2x Optical Zoom. Capable of attaching an audible loudspeaker and/or spotlight. Weighs 899g with approximately 25-30 minutes of flight time.
 - iii. **DJI PHANTOM 4 PRO-** Cost \$1000 to \$2000 each, quantity: 4. UAS with a singular camera. Weights 1380g with approximately 25-30 minutes of flight time.
 - iv. **DJI AIR –** Cost \$500, quantity 1. Smaller UAS with a singular camera. Weighs 430g with approximately 20 minutes of flight time.
 - v. **DJI MATRICE 210-** Cost approximately \$30,000, quantity: 1. Large UAS with dual cameras, including a professional-grade infrared camera and 30x optical zoom lens. Weighs approximately 13.5lbs with 25-30 minutes of flight time.
 - vi. **MICRO FPV DRONES (ASSORTED BRANDS)-** Cost approximately \$1000 each (with FPV headset), quantity: 6. Micro UAS with a singular camera designed for first-person visualization and indoor flight. Weighs under 250g with approximately 5-7 minutes of flight time.
- b. **Purpose:**
To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
- i. Major collision investigations.
 - ii. Search for missing persons.
 - iii. Natural disaster management.
 - iv. Crime scene photography.
 - v. SWAT, tactical or other public safety and life preservation missions.
 - vi. In response to specific requests from local, state, or federal fire authorities for other incidents such as, but not limited, fire response and/or prevention.
- c. **Authorized Use:**
Authorized uses of the UAS include, but not limited to:
- i. Response to a public safety emergency
 - ii. Search and Rescue
 - iii. Investigating suspicious or explosive devices

- iv. Natural disaster response and management
- v. Crime scene documentation
- vi. Recovery of decedent
- vii. Qualifying law enforcement mutual aid

Expected Lifespan:

3-5 years

d. **Fiscal Impact:**

Total ongoing yearly cost for equipment used in the program is estimated to be approximately \$15,000.

e. **Training:**

All Sheriff's Office UAS pilots must obtain a FAA Part 107 (Remote Pilot) license before being allowed to operate a UAS. The Sheriff's Office facilitates approximately 8 hours of ongoing monthly training for UAS pilots.

f. **Legal and Procedural Rules:**

Use is established under Sheriff's Office Policy 606 and FAA Regulation 14 CFR Part 107. It is the policy of this agency to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

4. Armored Personnel Carrier, vehicle with entry apparatus attached (Category 2 & 3)a. **Description, quantity, capabilities, and purchase cost:**

LENCO BEARCAT- Cost: Approx. \$315,000, quantity: 1. The LENCO BEARCAT, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. The LENCO BEARCAT is not maintained by the Sheriff's Office but is a regional asset in the possession of Santa Cruz Police Department. The Bearcat is requested during Sheriff's Office operations that are deemed high risk to safely transport and protect deputies and citizens. The Santa Cruz Police ESU team supplies two officers to drive the BEARCAT. The BEARCAT can also utilize an attachment on the front (ram) for breaching doors.

b. **Purpose:**

To be used in response to critical incidents regionally to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. **Authorized Use:**

The request for use of the BEARCAT shall only be authorized by a watch commander or above pursuant to Sheriff's Office Policy 325. This request will be based upon the specific circumstances of a given critical incident. Santa Cruz Police will approve or deny the request in accordance with their policy.

d. **Expected Lifespan:**

25 years

e. **Fiscal Impact:**

There is no annual maintenance cost on behalf of the Sheriff's Office.

f. **Training:**

There is no required training for this item as Santa Cruz Police Department provides designated vehicle operators.

g. **Legal and Procedural Rules:**

The request for use of the BEARCAT shall only be authorized by a watch commander pursuant to Sheriff's Office Policy 325. Santa Cruz Police will approve or deny the request in accordance with their policy.

5. Armored Personnel Carrier (Category 2 & 3)

- a. **Description, quantity, capabilities, and purchase cost:**
2019 FORD TRANSIT VAN (S\$X) T-350HD EL HI RF 10360 GVWR W/ARMORED GROUP UPFIT- Cost, \$124,697.70, quantity: 1. The armored Ford Transit is an armored vehicle that seats 15 personnel with open floor plan that allows for rescue of down personnel. Its armor can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. The Ford Transit is equipped with emergency lighting equipment while maintaining a low profile being unmarked.
- b. **Purpose:**
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
- c. **Authorized Use:**
The use of armored vehicles shall only be authorized by a watch commander or above, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with department policy and training.
- d. **Expected Lifespan:**
10 years
- e. **Fiscal Impact:**
There is no anticipated annual maintenance costs
- f. **Training:**
All drivers/operators shall receive training in the safe handling of the vehicle.
- g. **Legal and Procedural Rules:**
It is the policy of this agency to use the vehicle only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

6. Command and Control Vehicles (Category 5)

- a. **Description, quantity, capabilities, and purchase cost:**
2017 CHEVY TAHOE PATROL VEHICLE- Cost \$61,747 each, quantity: 2. The Patrol Lieutenant Vehicles are Chevrolet Tahoe's which include a Mobile Command Center. The Mobile Command Center is equipped with secure drawers for weapons, file cabinets, and a dry erase board. The Mobile Command Center does not have a minimum or maximum lifespan and can be transferred to other vehicles.
- b. **Purpose:**
The Mobile Command Center is commonly utilized during incidents which involved the use of the Incident Command System (ICS). The Mobile Command Center assists with creating a set of objectives and overall goals, developing appropriate tactics, ensuring the allocation of appropriate resources, reviewing the plans, communicating goals, tactics, expectations, and establishing accountability.
- c. **Authorized Use:**

- The Mobile Command Center is used when deemed appropriate by the Patrol Lieutenants.
- d. **Expected Lifespan:**
10 years
 - e. **Fiscal Impact:**
There is no anticipated annual maintenance cost
 - f. **Training:**
All drivers/operators shall receive training in the safe handling of the vehicle.
 - g. **Legal and Procedural Rules:**
It is the policy of this agency to use the vehicle only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

7. Command and Control Vehicles (Category 5)

- a. **Description, quantity, capabilities, and purchase cost:**
UAS VEHICLES- Cost \$5,330 each, quantity:2. UAS Vehicles are repurposed patrol vehicles that have been outfitted with Drone Responder 7 cabinets. The cabinets contain drone equipment, a large monitor, inverter, heavy duty table extension and numerous power outlets. The vehicles are used during regular patrol for an expedited response from the UAS team.
- b. **Purpose:**
The UAS Vehicle is commonly utilized during routine patrol, UAS missions, and training.
- c. **Authorized Use:**
Authorized uses of the UAS include:
 - i. Response to a public safety emergency
 - ii. Search and Rescue
 - iii. Investigating suspicious or explosive devices
 - iv. Natural disaster response and management
 - v. Crime scene documentation
 - vi. Recovery of decedent
 - vii. Qualifying law enforcement mutual aid
- d. **Expected Lifespan:**
No expiration dates.
- e. **Fiscal Impact:**
The anticipated maintenance is approximately \$500 annually
- f. **Training:**
All Sheriff's Office UAS pilots must obtain a FAA Part 107 (Remote Pilot) license before being allowed to operate a UAS. The Sheriff's Office facilitates approximately 8 hours of ongoing monthly training for UAS pilots. They receive training specific to this vehicle once a year.
- g. **Legal and Procedural Rules:**
Use is established under Sheriff's Office Policy 606 and FAA Regulation 14 CFR Part 107. It is the policy of this agency to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

8. Command and Control Vehicles (Category 5)

- a. **Description, quantity, capabilities, and purchase cost:**

MOBILE SUBSTATION-RAM PRO MAST VAN- Cost \$37,439.36, quantity: 1. The Ram Pro Master mobile substation contains a finished interior, desk, mobile data computer, police radio, wi-fi hotspot, large-screen monitor and A/C power inverter.

- b. **Purpose:**
The Mobile Substation may be used by personnel from any division in the Operations Bureau. Examples of possible uses to support operations include hostage negotiations, large scale command post, community events, and in-field criminal investigations.
- c. **Authorized Use:**
The Mobile Substation may be used with the approval of the on-duty Watch Commander.
- d. **Expected Lifespan:**
15 years
- e. **Fiscal Impact:**
There is no anticipated annual maintenance costs.
- f. **Training**
All drivers/operators shall receive training in the safe handling of the vehicle.
- g. **Legal and Procedural Rules:**
It is the policy of this agency to use the vehicle only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

9. Command and Control Vehicles (Category 5)

- a. **Description, quantity, capabilities, and purchase cost:**
INCIDENT COMMAND VEHICLE- Cost \$23,872, quantity: 1. The Incident Command Vehicle is 1998 GMC G3500 cargo box truck. The Incident Command Vehicle is the incident command post for Search and Rescue deployments and other critical incidents that require a command post in the field. It allows for mission planning of locations that need to be searched and an ability to print out documents to give the searchers. It allows for a joint command among all agencies involved in search efforts.
- b. **Purpose:**
The Incident Command vehicle is primarily used as a staging point, document and planning preparation location, and overall command and control hub for Search and Rescue efforts and other large-scale incidents.
- c. **Authorized Use:**
The Command Vehicle is utilized to provide the support when authorized by a supervisor for incidents where a Command Post is needed.
- d. **Expected Lifespan:**
20 years
- e. **Fiscal Impact:**
There are no anticipated annual maintenance costs.
- f. **Training**
All drivers/operators shall receive training in the safe handling of the vehicle.
- g. **Legal and Procedural Rules:**
It is the policy of this agency to use the vehicle only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

10. Command and Control Vehicles (Category 5)

- a. **Description, quantity, capabilities, and purchase cost:**
INCIDENT COMMAND VEHICLE- Cost \$69,671.28, quantity: 1. The Incident Command Vehicle is a 2022 Ford E-450. The Incident Command Vehicle is the incident command post for Search and Rescue deployments and other critical incidents that require a command post in the field. It allows for mission planning of locations that need to be searched and an ability to print out documents to give the searchers. It allows for a joint command among all agencies involved in search efforts.
- b. **Purpose:**
 The Incident Command vehicle is primarily used as a staging point, document and planning preparation location, and overall command and control hub for Search and Rescue efforts and other large-scale incidents.
- c. **Authorized Use:**
 The Command Vehicle is utilized to provide the support when authorized by a supervisor for incidents where a Command Post is needed.
- d. **Expected Lifespan:**
 20 years
- e. **Fiscal Impact:**
 There are no anticipated annual maintenance costs.
- f. **Training**
 All drivers/operators shall receive training in the safe handling of the vehicle.
- g. **Legal and Procedural Rules:**
 It is the policy of this agency to use the vehicle only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

11. Command and Control Vehicles (Category 5)

- a. **Description, quantity, capabilities, and purchase cost:**
BOMB SQUAD PRIMARY RESPONSE VEHICLE- Cost \$150,00.00, quantity:1. The BOMB SQUAD PRIMARY RESPONSE VEHICLE is a custom built 18' utility box truck with custom specifications for storage and practical design. The vehicle is capable of carrying mission essential remote tools, protective equipment, explosives, and a variety of other miscellaneous items required by the FBI Hazardous Device School. The vehicle provides operators an enclosed area to remotely respond to suspicious circumstances as well as provide a space to store assigned equipment.
- b. **Purpose:**
 To be used to provide a means of storage of equipment assigned to the Bomb Squad as well as transportation and response to critical incidents or other suspicious circumstances requiring Bomb Squad team members participation.
- c. **Authorized Use:**
 Only assigned Bomb Squad team members are permitted to operate the Primary response vehicle
- d. **Expected Lifespan:**
 10-15 years
- e. **Fiscal Impact:**
 There is no anticipated annual maintenance cost.

- f. **Training:**
All drivers/operators on the Bomb Team shall receive training in the safe handling of the vehicle during internal team trainings.
- g. **Legal and Procedural Rules:**
It is the policy of this agency to use the vehicle only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

12. Ammunition (Equipment Category 9)

- a. **Description, quantity, capabilities, and purchase cost:**
The Sheriff's Office SWAT team utilizes the following rounds for the Armament Systems AR-10 .309 precision rifle:
- i. **FEDERAL GOLD MEDAL Sierra MatchKing .308 168GR RIFLE ROUND-** Cost \$34.50 per box, quantity: 16 boxes (20 round per box). The Federal Gold Medal Sierra matchking.308 Winchester ammunition is used for training purposes only.
 - ii. **RUAG SWISS P TACTICAL barrier round .308 164GR-** Cost \$125.00 per box, quantity: 1 box (20 rounds per box). This is a precision round that stays 90% intact when shooting through glass.
 - iii. **RUAG SWISS P STYX ACTION .308 167GR RIFLE ROUND-** Cost \$52.50 per box, quantity: 17 boxes (20 rounds per box). The primary duty round used in the AR-10.
- b. **Purpose:**
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.
- c. **Authorized Use:**
The procedural rule for ammunition is listed in Sheriff's Office Policy 404.5.2
- d. **Expected Lifespan:**
No expiration dates
- e. **Fiscal Impact:**
No annual cost to maintain
- f. **Training**
Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification annually.
- g. **Legal and Procedural Rules**
Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

13. Specialized Firearms (Equipment Category 10)

- a. **Description, quantity, capabilities, and purchase cost:**
ARMAMENT SYSTEMS AR-10 .309 PRECISION RIFLE- Cost \$10,000, quantity: 3. The rifle is a semiautomatic centerfire rifle that accepts a detachable magazine, chambered in .308. This is the rifle used by our SWAT Sniper Team.
- b. **Purpose:**
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun or traditional, if present and feasible.
- c. **Authorized Use:**

Only deputies who have completed a 48-hour POST certified training regarding the use of this weapon will be issued this rifle. Additionally, they must qualify with this rifle twice a year and train monthly for 8 hours.

- d. **Expected Lifespan:**
15 years
- e. **Fiscal Impact:**
Annual maintenance cost of approximately \$100 per rifle
- f. **Training**
Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification twice a year.
- g. **Legal and Procedural Rules**
Use is established under Sheriff's Office Policy 305. It is the policy of this agency to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

14. Firearms or Firearm Accessory (Category 11)

- a. **Description, quantity, capabilities, and purchase cost:**
COMBINED SYSTEMS LC5 5 SERIES LAUNCHING CUP- Cost \$175 per cup, quantity: 2. These are cups that attach to 12 gauge less lethal shotgun which allows officers to launch canisters of chemical agents or smoke. The LC5 Launching Cups are designed for the 5200 series canisters.
- b. **Purpose:**
To limit the escalation of conflict where employment of lethal force is prohibited or undesirable
- c. **Authorized Use:**
Deputies utilizing the launching cups are trained in their use by POST certified chemical agent instructors. Chemical agents will only be deployed with approval of a Tactical Commander or his designee.
- d. **Expected Lifespan:**
25 years
- e. **Fiscal Impact:**
No annual maintenance
- f. **Training**
Deputies utilizing the launching cups are trained in their use by POST certified chemical agent instructors.
- g. **Legal and Procedural Rules**
Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

15. Firearms or Firearm Accessory (Category 11)

- a. **Description, quantity, capabilities, and purchase cost:**
ARMOR HOLDINGS 40 MM LAUNCHERS- Cost \$1000, quantity: 4. 40MM launchers are a single shot break-open frame launcher with a fixed stock. These launchers are used to launch soft foam projectiles and chemical agent projectiles to resolve critical incidents involving barricaded persons.

- b. **Purpose:**
The launcher is used to launch chemical agent projectiles during high-risk incidents to resolve the conflict with less lethal measures. The soft foam projectiles can be further used to port windows after chemical agents have been deployed. The launchers are used by the SWAT Team.
- c. **Authorized Use:**
Deputies utilizing the 40mm launcher are trained in their use by POST certified chemical agent instructors.
- d. **Expected Lifespan:**
25 years
- e. **Fiscal Impact:**
No annual maintenance
- f. **Training**
Deputies utilizing the 40mm launchers are trained in their use by POST certified chemical agent instructors annually.
- g. **Legal and Procedural Rules**
Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize 40mm launchers only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

16. Flashbangs (Category 12)

- a. **Description, quantity, capabilities, and purchase cost:**
A Noise Flash Diversionary Devices (NFDD) is a device that creates a bright flash and loud sound to temporarily divert the attention of subjects in the immediate area. NFDD are used to distract and temporarily incapacitate dangerous suspects by overwhelming their senses of vision and hearing. The distraction allows officers to seize a moment of opportunity to take control of high-risk situations.
 - i. **COMBINE TACTICAL SYSTEMS 7290-** Cost \$47.60 each, quantity: 36, The 7290 produces an 175db and 6-8 million candelas of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface.
 - ii. **COMBINE TACTICAL SYSTEMS 7290M MINI-** Cost \$43.50, quantity 21. The 7290M exhibits all the same attributes of its larger counterpart but in a smaller and lighter package. It has the same 175db output as the 7290 and produces 6-8 million candelas of light.
 - iii. **COMBINE TACTICAL SYSTEMS 9590 STINGBALL-** Cost \$52.50, quantity: 105. Non irritant sting ball grenade. Multi-effect grenades with a loud blast, bright flash, and dispersion of stinging .31 caliber pellets.
- b. **Purpose:**
 - i. **NFDD 7290-**To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give deputies a tactical advantage.
 - ii. **NFDD 7290M-**To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give deputies a tactical advantage.
 - iii. **NFDD 9590-**To be used as a less lethal measure to gain compliance during high-risk operations.

- c. **Authorized Use:**
 Diversionary Devices and Stingball grenades shall only be used:
- i. By SWAT or CERT officers who have been trained in their proper use.
 - ii. In hostage and barricaded subject situations.
 - iii. In high-risk warrant (search/arrest) services where there may be extreme hazards to deputies
 - iv. During other high-risk situations where their use would enhance officer safety.
 - v. During training exercises.
- d. **Expected Lifespan:**
- i. NFDD 7290 – 5 years
 - ii. NFDD 7290M-5 years
 - iii. NFDD 9590 – 5 years
- e. **Fiscal Impact:**
- i. NFDD 7290 – Annual cost between \$0 - \$1,000
 - ii. NFDD 7290M – Annual cost between \$0 - \$1,000
 - iii. NFDD 9590 – Annual cost between \$0 - \$1,000
- f. **Training**
 Deputies utilizing the NFDDs and/or Stingballs are trained in their use by POST certified instructors.
- g. **Legal and Procedural Rules**
 Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize these devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

17. Tear Gas (Category 12)

- a. **Description, quantity, capabilities, and purchase cost:**
 Chemical agent munitions, which are commonly referred to as "tear gas," are used by the Santa Cruz Sheriff's Office as a non-lethal tool to disperse rioting suspects and on barricaded suspects. This agency uses chemical agents which are used by law enforcement across the United States: CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).
- i. **CTS SMOKE BAFFLED CANISTER GRENADE #5210B**- Cost \$38.43, quantity: 30. The Combined Systems Technology Baffled Smoke (Model #5210B) is a pyrotechnic grenade with low flame potential designed for concealment or as a signaling device. It can be hand thrown or launched.
 - ii. **CTS WHITE SMOKE GRENADE #6210**- Cost \$33.72, quantity: 24. Combined Systems Technology Outdoor White Smoke Grenade (Model #6210) is a large diameter burning grenade that discharges a high volume of smoke through multiple emission ports.
 - iii. **CTS CS SMOKE TACTICAL GRENADE #8230**- Cost \$19.52, quantity: 30. The Combined Systems Technology Outdoor Tactical Grenade CS (Model #8230) is a small diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports.
 - iv. **CTS 40MM LIQUID CS PROJECTILE #4330**- Cost \$20.23, quantity: 50. The Combined Systems Technology 40 MM CS Indoor Liquid Barricade Round

(Model #4330) is a liquid filled, non-burning, spin-stabilized round designed to penetrate intermediate barriers of moderate density such as windows, interior dry wall, and interior doors. The projectile breaks upon impact and delivers an agent payload of liquid throughout the target area. It is approximately 4.8 inches tall and is made of a plastic composite. It has a maximum effective range of 50 yards.

- v. **CTS CS BAFFLED GRENADE #5230B**- Cost \$32.70, quantity: 40: The Combined Systems Technology Baffled Riot CS Smoke (Model #5230B) is a pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. It can be hand thrown or launched.
- vi. **CTS CS VAPOR GRENADE #6330**- Cost \$33.88, quantity: 20. The Combined Systems Technology CS Vapor Grenade (Model #6330) is an invisible vapor that renders an intense respiratory effect.
- vii. **CTS CS FLAMELESS EXPULSION CANISTER GRENADE #5430**- Cost \$37.35, quantity: 20. The Combined Systems Technology CS Flameless Expulsion Canister Grenade (model #5430) is a non-pyrotechnic flameless grenade posing no risk of fire and discharging a large powder payload instantaneously through 2 different emission ports.
- viii. **SABRE RED MK-9 H2O GEL 16 OZ**- Cost \$60 each, quantity: 8. The MK-9 is intended for use in crowd management by correctional officers. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream between 25-30 feet. It is non-flammable and uses a water-based spray.
- ix. **SABRE RED OC MK-9 CELL BUSTER SPRAY 18.5 OZ**- Cost \$84.95 each, quantity: 2. The Sabre Cell Buster hose and wand allows correctional officers to breach the interior of a cell door and deploy OC without opening the cell door. Each Sabre Cell Buster is equipped with an 18.5 oz OC canister, a hose, and wand attachment. It has a range of 12-15 feet.

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. **Authorized Use:**

Only officers who have received POST certification in the use chemical agents are authorized to use them.

d. **Expected Lifespan:**

Each of the described items has a life expectancy of 5 years.

e. **Fiscal Impact:**

There are no annual maintenance costs. Items are replaced as they expire. Pricing is dependent on how many units need to be replaced but will average approximately \$1,000 per year.

- f. **Training**
Deputies utilizing chemical agents are trained in their use by POST certified instructors.
- g. **Legal and Procedural Rules**
Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

18. PepperBall Launcher (Category 12)

- a. **Description, quantity, capabilities, and purchase cost:**
 - i. **TAC-SF LAUNCHER**- Cost \$849 each, quantity: 4. System that uses high pressure air to deliver powder projectiles (similar to a paint ball delivery system). It is a non-lethal option to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter.
 - ii. **PEPPERBALL VKS CARBINE**- Cost \$10,480, quantity:12. The Variable Kinetic System (VKS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles (similar to a paint ball delivery system). It is a non-lethal option to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter. It comes with an electronic hopper that can hold 180 projectiles.
 - iii. **PEPPERBALL INERT**- Cost \$272, quantity: 10 canisters (375 per canister). These rounds contain a harmless, scented powder. This projectile is best suited for training, qualification, and direct impact when chemical exposure it not desired.
 - iv. **PEPPERBALL LIVE-X OC PROJECTILE**- Cost \$1049, quantity: 5 canisters (375 per canister): The LIVE-X projectile contains 5% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft.
 - v. **PEPPERBALL VXR INERT PROJECTILE**- Cost \$262.79, quantity: 2 canisters (375 per canister). These rounds contain a harmless, scented powder. This projectile is best suited for training, qualification, and direct impact when chemical exposure it not desired.
 - vi. **PEPPERBALL VXR LIVE-X OC PROJECTILE**- Cost \$1012.79, quantity: 6 canisters (375 per canister). The LIVE-X projectile contains 5% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-425 FPS. The projectile has a direct impact of 150ft and an area of saturation of 390+ft.
- b. **Purpose:**
To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:
 - i. Self-destructive, dangerous and/or combative individuals.
 - ii. Riot/crowd control
 - iii. Circumstances where a tactical advantage can be obtained.
- c. **Authorized Use:**
Only those who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

- d. **Expected Lifespan:**
- i. TAC-SF Launcher: No expiration date
 - ii. VKS Carbine: No expiration date
 - iii. Inert Projectile: 3 years
 - iv. Live-X Projectile: 3 years
 - v. VXR Inert Projectile: 3 years
 - vi. VXR Live-X Projectile: 3 years
- e. **Fiscal Impact:**
- i. TAC-SF Launcher: estimated between \$0 and \$1,000 annually
 - ii. VKS Carbine: estimated between \$0 and \$1,000 annually
 - iii. Inert Projectile: estimated between \$0 and \$2,500
 - iv. Live-X Projectile: estimated between \$0 and \$2,500 annually
 - v. VXR Inert Projectile: estimated between \$0 and \$2,500
 - vi. VXR Live-X Projectile: estimated between \$0 and \$2,500 annually
- f. **Training**
Correctional Officers and deputies utilizing Pepperball launchers are trained in their use by POST certified less lethal and/or chemical agent instructors on an annual basis.
- g. **Legal and Procedural Rules**
Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize PepperBall launchers only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

19. Projectile Launch platforms and associated munitions (Category 14)

- a. **Description, quantity, capabilities, and purchase cost:**
- i. **REMINGTON 870 LESS LETHAL SHOTGUN**- Cost: \$946 per shotgun, quantity: 46. The Remington 870 less lethal shotgun is used to deploy the less lethal beanbag round up to 75 feet. The range of the weapon systems helps maintain space between deputies and a suspect reducing the immediacy of the threat which is a principle of de-escalation.
 - ii. **BEANBAG ROUNDS**-Cost: \$25 per box, quantity: 640 boxes (5 rounds per box). The issued less lethal shotgun ammunition is either the 12-gauge CTS Super-sock bean bag shotgun shell or the 12-gauge Safariland drag stabilized round. Both are comparable in use and effectiveness. They can be used interchangeably. Both rounds are for use in the 12 gauge less lethal shotguns. They both have 40 grams of lead shot inside of a bag made of ballistic fiber which is packed inside of a shotgun shell.
- b. **Purpose:**
To limit escalation of a conflict where employment of lethal force is prohibited or undesirable.
- c. **Authorized Use:**
The procedural use of the less lethal shotguns is listed under Sheriff's Office Policy 302.
- d. **Expected Lifespan:**
- i. Less Lethal Shotgun: 25 years
 - ii. CTS Supersock and Safariland Drag Stabilized Round: No listed expiration date
- e. **Fiscal Impact:**
- i. Less Lethal Shotgun: \$50 per shotgun
 - ii. CTS Supersock and Safariland Drag Stabilized Round: No annual maintenance
- f. **Training**

Prior to using a less lethal shotgun, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification twice a year.

g. **Legal and Procedural Rules**

Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize these devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

20. Projectile Launch platforms and associated munitions (Category 14)

a. **Description, quantity, capabilities, and purchase cost:**

BOLAWRAP 100- Cost \$1,299 each, quantity: 22. The BolaWrap 100 is a less lethal handheld device that uses a .380mm blank round to project an eight-foot Kevlar cord that has a 360-pound strength rating. At each end of the Kevlar cord is a pellet with 4 hooks which are designed to attach to a person's clothing and temporarily immobilize, restrict movement, and allow a deputy(s) to safely detain/apprehend a subject.

- i. **BolaWrap 100 Cassette**- Cost \$40 each, Quantity 179. The BolaWrap 150 deploys an eight-foot Kevlar cord designed to wrap an individual from a range of 10-25 feet

b. **Purpose:**

Allows deputies to deploy a projectile restraint to restrict a person's movement with very little force. The restrain device prevents deputies from using a higher level of force depending on the circumstances, and if the device successfully restrains a person.

c. **Authorized Use:**

The procedural use of the BolaWrap 100 is listed under Sheriff's Office Policy 347.

d. **Expected Lifespan:**

- i. BolaWrap100: 10 years
ii. Cassettes: 4 years

e. **Fiscal Impact:**

No anticipated annual maintenance costs.

f. **Training**

Before a deputy is issued a BolaWrap 100, they must complete a BolaWrap new user course.

g. **Legal and Procedural Rules**

Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize the BolaWrap 100 only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

O



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: DPW: Programs
(831) 454-2160

Subject: Public Hearing To Approve 2022-23 Benefit Assessment/Service Charge Rates

Meeting Date: April 12, 2022

Recommended Actions

- 1) Conduct a public hearing, to hear objections or protests, if any, to the proposed 2022-23 benefit assessment/service charge reports for the various County Service Areas, then close the public hearing; and
- 2) Following the public hearing, adopt resolution confirming the benefit assessment/service charge reports for various County Service Areas.

Executive Summary

In order to complete the 2022-23 benefit assessment/service charge process for the various County Service Areas (CSAs), it will be necessary for the Board to open the public hearing, take public comment, and consider objections or protests, if any, to the reports; and at the conclusion of this public hearing, adopt the attached resolution confirming the reports.

Background

On February 15, 2022, the Board adopted a resolution setting April 12, 2022, as the public hearing date on proposed 2022-23 benefit assessment/service charge reports for various County Service Areas. The CSA rates presented have previously been approved by the Board and are outlined in Attachment A. The previously approved rates are either remaining at the same level as in Fiscal Year 2021-22 or increased per the current Consumer Price Index Rate as approved in previous elections.

Analysis

These reports, which detail the Assessor's parcel number, owner's name, and the amount of the benefit assessment/service charge, were filed with the Clerk of the Board on or before March 29, 2022, which allowed for public review two weeks prior to today's public hearing. As required by law, the reports must be approved by the Board and forwarded to the Auditor-Controller by August 10, 2022, to be included on the 2022-23 property tax roll.

Financial Impact

Benefit assessment or service charge revenue for Fiscal Year 2022-23 fund operations, maintenance and projects for various County Service Areas (CSAs). Benefit assessment rate increases include a 3.2% increase for the following CSAs: No. 13- Hutchinson Road (Zone B), No. 24 Pineridge, No. 26 - Hidden Valley Road (Zones A-

G), No. 33 - Redwood Drive, No. 35 - Country Estates, No. 37 - Roberts Road (Zone D), No. 42- Sunlit Lane, No. 44 - Sunbeam Woods, No. 47 - Braemoor, No. 51 - Hopkins Gulch, No. 52 - Upper Pleasant Valley Road, No. 57 - Graham Hill/Woods Cove. CSAs are classified as self-sustaining special revenue funds and do not impact the County General Fund.

Strategic Plan Element

3.C. (Reliable Transportation - Local Roads)

The proposed benefit assessment will provide adequate source of funding for the road maintenance and operations needs of the CSAs to upgrade pavement conditions and road safety for everyone.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Resolution 2022-23 Service Charge Reports
- b 2022-23 Attachment A CSA Rate Sheet

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 CONFIRMING BENEFIT ASSESSMENT/SERVICE CHARGE
REPORTS FOR THE 2022-23 FISCAL YEAR FOR VARIOUS COUNTY SERVICE
AREAS

WHEREAS, April 12, 2022, the Board of Supervisors held a duly noticed public hearing on the 2022-23 benefit assessment/service charge reports for benefit assessment/service charges proposed within the following services areas:

<u>NAME</u>	<u>CSA NO.</u>
Aptos Seascap	3
Highway Safety Lighting	9
Residential Lighting	9A
Disposal Site	9C
Road Repair (Zones 1-3)	9D
Streetscape	9E
Hutchinson Road	13
Huckleberry Woods	15
Empire Acres	17
Whitehouse Canyon	18
Kelly Hill Road	22
Old Ranch Road	23
Pineridge	24
Viewpoint Road	25
Hidden Valley	26
Lomond Terrace	28
Glenwood Acres	30
View Circle	32
Redwood Drive	33
Larsen Road	34
Country Estates	35
Roberts Road	37
Reed Street	39
Ralston Way	40
Loma Prieta	41
Sunlit Lane	42
Bonita Encino	43
Sunbeam Woods	44

RESOLUTION NO. _____

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Braemoor	47
The Vineyards	50
Hopkins Gulch	51
Upper Pleasant Valley	52
Felton Grove	56
Woods Cove	57
McGaffigan	59

WHEREAS, the Board has determined that no protests have been submitted or that all protests should be overruled; and

WHEREAS, the Board has determined that the benefit assessment/service charge reports should be confirmed as submitted/amended.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the benefits assessment/service charge reports for various County Service Areas for the 2022-23 fiscal year are hereby confirmed, and such benefit assessments/service charges are authorized to be collected as provided in Chapter 4.26 of the Santa Cruz County Code.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk of this Board shall file a copy of this resolution and reports with the County Auditor on or before August 10, 2022.

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:

AYES: SUPERVISORS
 NOES: SUPERVISORS
 ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

DocuSigned by:


 Office of County Counsel 3/28/22 (AMS#12379)

Distribution: County Counsel
Community Development & Infrastructure

Certificate Of Completion

Envelope Id: D2503A63EEBB4DEE99597F4A0F89D84E	Status: Completed
Subject: 2022-23 Resolution Service Charge Reports (12379) 4/12/22 BOS	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Rosa Ortiz-Rocha
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Rosa.Ortiz-Rocha@santacruzcounty.us
	IP Address: 63.194.190.100

Record Tracking

Status: Original	Holder: Rosa Ortiz-Rocha	Location: DocuSign
3/29/2022 9:55:41 AM	Rosa.Ortiz-Rocha@santacruzcounty.us	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Justin Graham
Justin.Graham@santacruzcounty.us
Reviewed as to form / Assistant County Counsel
County of Santa Cruz
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

40E85ACDEEDAB42D...
Signature Adoption: Pre-selected Style
Signed by link sent to
Justin.Graham@santacruzcounty.us
Using IP Address: 73.252.159.108

Timestamp

Sent: 3/29/2022 9:56:28 AM
Resent: 4/1/2022 10:31:36 AM
Resent: 4/4/2022 1:17:14 PM
Viewed: 4/4/2022 2:08:47 PM
Signed: 4/4/2022 2:08:54 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM
ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2022 9:56:28 AM
Certified Delivered	Security Checked	4/4/2022 2:08:47 PM
Signing Complete	Security Checked	4/4/2022 2:08:54 PM
Completed	Security Checked	4/4/2022 2:08:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Attachment A

<u>CSA No.</u>	<u>Name</u>	<u>Supvr. Dist.</u>	<u>Existing 2021-22 Rate</u> <u>per year per parcel</u>		<u>Proposed 2022-23 Rate</u> <u>per year per parcel</u>
3	Aptos Seascape	2	\$400.00	Affordable Housing Project	Same
			\$400.00	Swim/Racquet Club and Minor Commercial Property	Same
			\$200.00	Retirement Home	Same
			\$200.00	Fourplex	Same
			\$100.00	Duplex	Same
			\$50.00	Vacant Lots and Single Family Residences	Same
			\$150.00	Condominiums	Same
9	Highway Safety Lighting	All	\$16.60	Improved	Same
			\$8.30	Unimproved	Same
9A	Residential Lighting	All	\$4.70	Single Family Residence	Same
			\$4.70	Commercial	Same
			\$2.82	Mobile Home	Same
			\$2.82	Per Unit/Multi-Unit Parcel	Same
			\$2.35	Vacant Parcel	Same
9C	Disposal Site	All	\$113.90	Commercial/ School/Church	Same
			\$113.90	Agricultural Parcels	Same
			\$56.94	Single Family Residence	Same
			\$28.48	Apartment/Mobile Home	Same
			\$0.00	Vacant Parcels	Same
9D 1-3	Road Repair	All	\$56.40	Improved	Same
			\$28.20	Unimproved	Same
9E	Streetscape Maintenance	1	\$3.08	Single Improved Residential/Commercial	Same
			\$1.85	Multi-Unit Residential/Commercial	Same
			\$1.54	Unimproved	Same
13	Hutchinson Road	5	\$500.00	Zone A	Same
			\$840.44	Zone B	\$867.33*
13A	Oak Flat Road	5	\$1500.00		Same
15	Huckleberry Woods	5	\$600.00		Same
17	Empire Acres	3	\$125.00		Same
18	Whitehouse Canyon	3	\$100.00		Same
22	Kelly Hill Road	5	\$10.00	Zone 1	Same

Attachment: 2022-23 Attachment A CSA Rate Sheet (12379 : Public Hearing To Approve 2022-23 Benefit Assessment/Service Charge Rates)

			\$17.50	Zone 2	Same
			\$35.00	Zone 3	Same
			\$17.50	Zone 4	Same
23	Old Ranch Road	5	\$389.54	Zone A	Same
			\$692.50	Zone B	Same
			\$908.92	Zone C	Same
			\$2,500.00	Zone BMR	Same
24	Pineridge	3	\$256.12		\$264.32*
25	Viewpoint Road	2	\$200.00		Same
26	Hidden Valley	1	\$196.14	Zones A -G	\$202.42**
28	Lomond Terrace	5	\$700.00		Same
			\$350.00		Same
30	Glenwood Acres	5	\$500.00		Same
32	View Circle	5	\$315.62		Same
33	Redwood Drive	2	\$169.48	Zone A Improved	\$174.90*
			\$84.72	Zone A Unimproved	\$87.43*
			\$169.48	Monte Toyon Camp	\$174.90*
			\$228.82	Zone B Improved	\$236.14*
			\$114.40	Zone B Unimproved	\$118.06*
			\$339.02	Zone C Improved	\$349.87*
			\$169.48	Zone C Unimproved	\$174.90*
			\$423.80	Zone D Improved	\$437.36*
			\$211.88	Zone D Unimproved	\$218.66*
			\$466.16	Zone E Improved	\$481.08*
			\$233.06	Zone E Unimproved	\$240.52*
34	Larsen Road	2	\$15.24	Zone A Improved	Same
			\$20.34	Zone B Improved	Same
			\$25.42	Zone C Improved	Same
35	Country Estates	3	\$694.12		\$716.33*
37	Roberts Road	5	\$100.00	Entrance Zone A	Same
			\$0.00	Ridge Zone B	Same
			\$0.00	Chanterelle Zone C	Same
			\$500.00	Roberts Zone D	\$516.00**
39	Reed Street	5	\$0.00		Same
40	Ralston Way	5	\$12.36	Zone A	Same
			\$168.00	Zone B	Same
			\$324.02	Zone C	Same
			\$440.38	Zone D	Same

41	Loma Prieta Drive	2	\$342.28		Same
42	Sunlit Lane	3	\$151.70	Zone A	\$156.55*
			\$159.20	Zone B	\$164.29*
			\$167.30	Zone C	\$172.65*
43	Bonita Encino	2	\$279.50		Same
44	Sunbeam Woods	5	\$380.58	Improved	\$392.76*
46	Pinecrest	5	\$29.84	Zone A	Same
			\$40.12	Zone B	Same
			\$43.20	Zone C	Same
			\$53.50	Zone D	Same
			\$77.16	Zone E	Same
47	Braemoor Drive	3	\$400.00	Improved	\$412.80*
			\$200.00	Unimproved	\$206.40*
50	The Vineyards	3	\$400.00	Improved	Same
51	Hopkins Gulch	5	\$26.72	Zone A Improved	\$27.58*
			\$6.64	Zone A Unimproved	\$6.85*
			\$170.78	Zone B Improved	\$176.24*
			\$42.68	Zone B Unimproved	\$44.05*
			\$422.08	Zone C Improved	\$435.59*
			\$105.50	Zone C Unimproved	\$108.88*
			\$1,266.24	Jackson Excavating Co.	\$1,306.76*
			\$552.78	Zone D Improved	\$570.47*
			\$138.16	Zone D Unimproved	\$142.58*
			\$603.04	Zone E Improved	\$622.34*
			\$150.70	Zone E Unimproved	\$155.52*
			\$773.94	Zone F Improved	\$798.71*
			\$193.46	Zone F Unimproved	\$199.65*
			\$1005.12	Zone G Improved	\$1,037.28*
			\$251.26	Zone G Unimproved	\$259.30*
52	Upper Pleasant Valley	2	\$208.82	Zone A Improved	\$215.50*
			\$179.80	Zone D Improved	\$185.55*
			\$228.54	Zone E Improved	\$235.85*
			\$93.40	Zone F Improved	\$96.39*
			\$316.22	Zone G Improved	\$326.34*
			\$57.84	Zone H Improved	\$59.69*
			\$57.06	Zone I Improved	\$58.89*
			\$132.86	Zone J Improved	\$137.11*
			\$269.58	Zone K Improved	\$278.21*
			\$288.52	Zone L Improved	\$297.75*
			\$273.92	Zone M Improved	\$282.69*
			\$250.46	Zone N Improved	\$258.47*
			\$175.42	Zone O Improved	\$181.03*

\$329.08	Zone P Improved	\$339.61*
\$205.42	Zone Q Improved	\$211.99*
\$133.52	Zone S Improved	\$137.79*
\$285.90	Zone T Improved	\$295.05*
\$299.84	Zone U Improved	\$309.43*

56	Felton Grove	5	\$250.00		Same
57	Graham Hill	5	\$645.56	Single Family Residence	\$666.22*
59	McGaffigan Mill Road	5	\$1300.00		Same

* 3.2 percent CPI increase

**3.2 percent CPI increase and Pay into Prior Zone



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Programs

(831) 454-2160

Subject: Public Hearing for Benefit Assessment Rates Increases for CSAs 16, 21, 26, 36, 46, 55 & 58

Meeting Date: April 12, 2022

Recommended Actions

- 1) Open the public hearing, and hear objections or protests, if any, to the proposed benefit assessments for CSAs: No. 16 Robak Drive, No. 21 Westdale Drive, No. 26 Hidden Valley(Muir Drive), No. 36 Forest Glen, No. 46 Pinecrest, No. 55 Riverdale Park Road and No. 58 Ridge Drive;
- 2) Request the submittal of all ballots for the proposed 2022-23 benefit assessments for CSAs: No.16 Robak Drive, No. 21 Westdale Drive, No. 26 Hidden Valley(Muir Drive), No. 36 Forest Glen, No. 46 Pinecrest, No. 55 Riverdale Park Road and No. 58 Ridge Drive;
- 3) Close the public comment portion of the public hearing; and
- 4) Continue the public hearing to May 24, 2022, to allow for tabulation and certification of the ballots.

Executive summary

In order to complete the proposed benefit assessments, it will be necessary for the Board to open the public hearing, take testimonies, and consider objections or protests to the proposed benefit assessments.

Background

On February 15, 2022, the Board adopted a resolution of intention to authorize and levy an increased assessment for road maintenance and operations within CSAs: No.16 Robak Drive, No. 21 Westdale Drive, No. 26 Hidden Valley (Muir Drive), No. 36 Forest Glen, No. 46 Pinecrest, No. 55 Riverdale Park Road and No. 58 Ridge Drive. Additionally, the Board directed Community Development and Infrastructure to mail out ballots to the owners of record within the CSAs and return today for the public hearing. A schedule of the proposed assessments is attached.

Analysis

To continue with the benefit assessment proceeding, it will be necessary for the Board to hear objections or protests, if any; request ballots; close the public testimony portion of the public hearing; and continue the public hearing to May 24, 2022, to allow for tabulation and certification of the ballot proceedings.

Financial Impact

Benefit assessment or service charge revenue for Fiscal Year 2022-23 fund operations, maintenance, and projects for various County Service Areas (CSAs). The proposed increases affect CSAs 16, 21, 26, 36, 46, 55, and 58 only. CSAs are classified as self-sustaining special revenue funds and do not impact the County General Fund.

Strategic Plan Element(s)

3.C. Upgrade pavement conditions and road safety for everyone.

The proposed benefit assessment will provide adequate source of funding for the road maintenance and operations needs of the County Service Areas.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a 2022-23 Proposed Benefit Assessment CSAs 16, 21, 26, 36, 46, 55 & 58

**COUNTY SERVICE AREAS
2022-23 PROPOSED BENEFIT ASSESSMENTS**

CSA No.	Name	Supvr. District	Zone	Existing rate per parcel 2021-22	Proposed rate per parcel 2022-23
16	Robak Drive	2		\$54.00	\$254.00
21	Westdale Drive	3		\$115.64	\$150.00
26	Hidden Valley(Muir Drive)	1	H	288.14	\$487.42 Includes Zone A
			I	\$294.14	\$502.42 Includes Zone A
			J	\$392.14	\$817.42 Includes Zone A
			K	\$476.14	\$1,087.42 Includes Zone A
			L	\$488.14	\$1,117.42 Includes Zone A
			M	\$510.14	\$1,192.42 Includes Zone A
			O	\$734.14	\$1,897.42 Includes Zone A
			P	\$830.14	\$2,197.42 Includes Zone A
			Q	\$870.14	\$2,317.42 Includes Zone A
	New Zone FY 22-23		R		\$577.42 Includes Zone A
36	Forest Glen	2	C	\$204.42	\$533.76 Includes Zone A
			F	\$179.32	\$533.76 Includes Zone A
46	Pinecrest	5	F	\$85.40	\$1,085.40
			G	\$179.94	\$1,179.94
			H	\$190.36	\$1,190.36
			I	\$284.00	\$1,284.00
			J	\$311.78	\$1,311.78
			K	\$346.76	\$1,346.76
			L	\$366.32	\$1,366.32
			M	\$399.24	\$1,399.24

			N	\$400.28	\$1,400.28
			O	\$440.40	\$1,440.40
			P	\$467.16	\$1,467.16
			Q	\$477.44	\$1,477.44
			R	\$515.52	\$1,515.52
			S	\$543.30	\$1,543.30
			T	\$574.18	\$1,574.18
55	Riverdale Park Road	5	1	\$15.00	\$53.19
			2	\$215.00	\$52.38
			3	\$215.00	\$59.67
			4	\$215.00	\$71.01
			5	\$215.00	\$68.04
			6	\$215.00	\$82.89
			7	\$215.00	\$86.67
			8	\$215.00	\$102.60
			9	\$215.00	\$102.60
			10	\$215.00	\$107.46
			11	\$565.00	\$399.60
			12	\$565.00	\$425.79
			13	\$580.00	\$496.26
			14	\$580.00	\$541.35
			15	\$580.00	\$555.93
			16	\$605.00	\$483.03
			17	\$605.00	\$543.51
			18	\$605.00	\$570.24
			19	\$605.00	\$589.14
			20	\$605.00	\$593.46
			21	\$605.00	\$612.36
			22	\$605.00	\$637.47
			23	\$605.00	\$670.14
			24	\$605.00	\$681.21
			25	\$620.00	\$552.69
			26	\$620.00	\$615.06
			27	\$620.00	\$615.06
			28	\$620.00	\$620.46
			29	\$620.00	\$585.09
			30	\$620.00	\$627.75
			31	\$620.00	\$637.47
			32	\$680.00	\$680.40
			33	\$680.00	\$692.82
58	Ridge Drive	5	3	\$561.80	\$1,501.80 Includes Prior

					Zones and Loan Payment
			3	\$561.80	\$561.80 Includes Prior Zones
			3	\$561.80	\$1,001.80 Includes Prior Zones and Loan Payment
			3	\$561.80	\$901.80 Includes Prior Zones and Loan Payment
			3	\$561.80	\$1,161.80 Includes Prior Zones and Loan Payment
			4	\$802.58	\$802.58 Includes Prior Zones
			4	\$802.58	\$1,742.58 Includes Prior Zones and Loan Payment
			4	\$802.58	\$1, 1,742.58 Includes Prior Zones and Loan Payment
			4	\$802.58	\$1,742.58 Includes Prior Zones and Loan Payment

Attachment: 2022-23 Proposed Benefit Assessment CSAs 16, 21, 26, 36, 46, 55 & 58 (12377 : Public Hearing for Benefit Assessment Rates



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Sanitation

(831) 454-2160

Subject: 2022-23 Sanitation County Service Area Benefit Assessments for CSA 2, CSA 5, CSA 7, and CSA 20

Meeting Date: April 12, 2022

Recommended Actions

- 1) Adopt resolution confirming previously approved Consumer Price Index (CPI) increases in benefit assessment rates for CSA No. 2, Place de Mer, CSA No. 5 Sand Dollar/Canon del Sol, CSA No. 7 Boulder Creek, and CSA No. 20 Trestle Beach;
- 2) Adopt resolution confirming previously established rate for CSA No. 10, Rolling Woods/Woods Cove;
- 3) Approve the public hearing notice and adopt a resolution setting June 7, 2022, at 9:00 a.m., or thereafter, as the date and time for a public hearing on the proposed benefit assessment/service charge reports for CSA No. 2, CSA No. 5, CSA No. 7, CSA No. 10, and CSA No. 20; and
- 4) Direct the Clerk of the Board to publish the Notice of Public Hearing once a week for two weeks before the hearing in a newspaper of general circulation.

Executive Summary

As part of the annual proceedings, we request that the Board set a public hearing to consider objections and protests, if any, to the data included in the benefit assessment/service charge reports and approve the public hearing notice. Assessment/service charge reports will be available online two weeks before the public hearing.

Background

According to Santa Cruz County Code Section 4.26, the Director of Public Works must annually compute the benefit assessment/service charge rates for County Service Areas (CSAs) and submit a report to the Board of Supervisors describing each parcel of real property receiving the special benefit and the amount of the charge per CSA for each parcel for the upcoming fiscal year.

Analysis

The following CSA rates are proposed to be increased by the 4.2 percent Consumer Price Index (posted on the Internet at: https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm) as authorized in previous proceedings:

No. 2, Place de Mer
 No. 5, Sand Dollar and Canon del Sol
 No. 7, Boulder Creek
 No. 20, Trestle Beach

The charges for CSA No. 10, Rolling Woods/Woods Cove, will remain at the same rate as in 2021-22.

Please see the attached Notice of Public Hearing for a summary of rates.

With the Board's approval, Community Development and Infrastructure will place the reports electronically on file with the Clerk of the Board. These reports detailing the Assessor's parcel number, characteristics of the property and the amount of the benefit assessment/service charges will be available online at <http://dpw.co.santa-cruz.ca.us/ChargeReports.aspx> on or before May 23, 2022, which will allow for public review two weeks before the proposed June 7, 2022, public hearing. As in prior years, the rate report must be approved by the Board and forwarded to the Auditor-Controller-Treasurer-Tax Collector by August 10, 2022, to be included in the 2022-23 property tax assessment roll.

Financial Impact

CPI increases for County Service Areas 2, 5, 7, and 20 are necessary to adequately fund the CSA's revenue requirements.

Strategic Plan Element

6.A (Operational Excellence: County Infrastructure)

The proposed benefit assessments will provide adequate sources of funding for the sewer maintenance and operations needs of the CSAs, in order to responsibly maintain the infrastructure.

Submitted by:

Matt Machado, District Engineer

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Resolution 2022-23 - CSA's 2, 5, 7 and 20
- b Resolution 2022-23 - CSA No. 10
- c Resolution - Public Hearing for various CSAs
- d Notice of Public Hearing - Benefit Assessment Service Charge Reports CPI

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:

A RESOLUTION CONFIRMING PREVIOUSLY APPROVED
INCREASE IN BENEFIT ASSESSMENTS/SERVICE CHARGES FOR
COUNTY SERVICE AREAS NO. 2 PLACE DE MER, NO. 5 SAND DOLLAR AND CANON
DEL SOL, NO. 7 BOULDER CREEK, AND NO. 20 TRESTLE BEACH

Be It Resolved and Ordered by the Board of Supervisors of the County of Santa Cruz as follows:

Section 1. Benefit assessments/service charges for parcels within the County Service Areas No. 2 Place De Mer, No. 5 Sand Dollar and Canon Del Sol, No. 7 Boulder Creek, and No. 20 Trestle Beach for the 2022/2023 fiscal year and for each fiscal year thereafter unless increased by the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose Metropolitan Area or changed by Resolution of the Board adopted after any public hearing and proceedings required by law, shall be as follows:

<u>CSA</u>	2022/2023 Rates	
<u>No.</u>	<u>Name</u>	\$ per year per parcel
2	Place der Mer	\$ 1,311.18 Zone A (Apartments) \$ 110.86 Zone H (Hill) \$ 1,311.18 Zone P (Park) \$ 1,410.09 Zone T (Townhouse)
5	Sand Dollar Canon del Sol	\$ 1,960.38 (SFD) \$ 1,643.92 (Condo)
7	Boulder Creek	\$ 1,642.84 (Commercial) + \$7.50 per HCF \$ 2,146.72 (Condo) \$ 2,381.07 (SFD)
20	Trestle Beach	\$ 3,882.53 (SFD)

RESOLUTION NO. _____

Page -2-

Section 2. Benefit Assessment/Service Charge Exemptions: Benefit assessments/service charges will not be levied on parcels in the following categories:

1. Common area parcels.
2. Parcels with an assessed valuation of \$5,000.00 or less.
3. Unbuildable parcels as determined by Planning and Environmental Health regulations.
4. Parcels used solely for, and dedicated to, providing private water supply to residential areas (well or tank sites).


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:

AYES: SUPERVISORS
 NOES: SUPERVISORS
 ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

DocuSigned by:


Office of County Counsel 3/28/22 (AMS#12153)

Distribution: County Counsel
Community Development and Infrastructure

Attachment: Resolution 2022-23 - CSA's 2, 5, 7 and 20 (12153 : 2022-23 Sanitation County Service Area Benefit Assessments for CSA 2, CSA 5,

Certificate Of Completion

Envelope Id: 5D3649F4514C41B782B51EBCEF03C062	Status: Completed
Subject: Resolution 2022-23 - CSA's 2, 5, 7 and 20 (12153) 4/12/22 BOS	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Rosa Ortiz-Rocha
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Rosa.Ortiz-Rocha@santacruzcounty.us
	IP Address: 63.194.190.100

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Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

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Justin Graham
Justin.Graham@santacruzcounty.us
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County of Santa Cruz
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Signature Adoption: Pre-selected Style
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Justin.Graham@santacruzcounty.us
Using IP Address: 73.252.159.108

Timestamp

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Resent: 4/1/2022 10:31:34 AM
Resent: 4/4/2022 1:17:12 PM
Viewed: 4/4/2022 2:08:11 PM
Signed: 4/4/2022 2:08:29 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM
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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

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All notices and disclosures will be sent to you electronically

Attachment: Resolution 2022-23 - CSA's 2, 5, 7 and 20 (12153 : 2022-23 Sanitation County Service Area Benefit Assessments for CSA 2, CSA 5,

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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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:

A RESOLUTION CONFIRMING PREVIOUSLY APPROVED
INCREASE IN BENEFIT ASSESSMENTS/SERVICE CHARGES FOR
COUNTY SERVICE AREA NO. 10 ROLLING WOODS

Be It Resolved and Ordered by the Board of Supervisors of the County of Santa Cruz as follows:

Section 1. Benefit assessments/service charges for parcels within the County Service Area No. 10 Rolling Woods for the 2022/23 fiscal year and for each fiscal year thereafter unless increased by the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose Metropolitan Area or changed by Resolution of the Board adopted after any public hearing and proceedings required by law, shall be as follows:

		2022/2023 Rates
		\$ per year
<u>CSA</u>		<u>per parcel</u>
<u>No.</u>	<u>Name</u>	
10	Rolling Woods	\$ 314.92 (SFD)
	Woods Cove Zone	\$ 314.92 (SFD)
		\$ 6,096.68 (Pasatiempo Golf Club)

Section 2. Benefit Assessment/Service Charge Exemptions: Benefit assessments/service charges will not be levied on parcels in the following categories:

1. Common area parcels.
2. Parcels with an assessed valuation of \$5,000.00 or less.
3. Unbuildable parcels as determined by Planning and Environmental Health regulations.
4. Parcels used solely for, and dedicated to, providing private water supply to residential areas (well or tank sites).

Attachment: Resolution 2022-23 - CSA No. 10 (12153 : 2022-23 Sanitation County Service Area Benefit Assessments for CSA 2, CSA 5, CSA 7,

RESOLUTION NO. _____
Page -2-

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:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

DocuSigned by:
Justin Graham

Office of County Counsel 3/28/22 (AMS#12153)

Distribution: County Counsel
Community Development and Infrastructure

Attachment: Resolution 2022-23 - CSA No. 10 (12153 : 2022-23 Sanitation County Service Area Benefit Assessments for CSA 2, CSA 5, CSA 7,

Certificate Of Completion

Envelope Id: 7AA721D5EB1E41F9A3CED157A89EF4D3	Status: Completed
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Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Rosa Ortiz-Rocha
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	Rosa.Ortiz-Rocha@santacruzcounty.us
	IP Address: 63.194.190.100


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Justin Graham
Justin.Graham@santacruzcounty.us
Reviewed as to form / Assistant County Counsel
County of Santa Cruz
Security Level: Email, Account Authentication (None)

Signature

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Signed: 3/30/2022 10:31:06 AM

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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 SETTING HEARING ON PROPOSED BENEFIT ASSESSMENT/SERVICE
CHARGE REPORTS FOR VARIOUS COUNTY SERVICE AREAS

WHEREAS, the Board of Supervisors has determined the nature, extent and cost of the extended services to be provided in County Service Area Nos. 2, Place de Mer; 5, Sand Dollar/Canon del Sol; 7, Boulder Creek; 10, Rolling Woods/Woods Cove; and 20, Trestle Beach during the 2022/2023 fiscal year; and

WHEREAS, the Director of Public Works will prepare reports apportioning the total cost of such extended services to parcels within the above County Service Areas in proportion to the estimated benefits to be received by each parcel; and

WHEREAS, on or before May 23, 2022, said reports will be placed on file with the Clerk of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that Tuesday, June 7, 2022, at 9:00 a.m. or thereafter, the Board of Supervisors will conduct a remote public hearing on the benefit assessment/service charge reports of benefit assessments/service charges within the County Service Area Nos. 2, Place de Mer; 5, Sand Dollar/Canon del Sol; 7, Boulder Creek; 10, Rolling Woods/Woods Cove; and 20, Trestle Beach for the 2022/2023 fiscal year.

BE IT FURTHER RESOLVED AND ORDERED that at the time, date and place above, the Board of Supervisors shall hear all objections or protests, if any, to the proposed benefit assessments/service charge reports.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk of the Board of Supervisors shall cause notice of the filing of the reports and time, date, and place of hearing, 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 Santa Cruz County, pursuant to Government Code Section 6066 and County Code Section 4.26.

Attachment: Resolution - Public Hearing for various CSAs (12153 : 2022-23 Sanitation County Service Area Benefit Assessments for CSA 2,

RESOLUTION NO. _____

Page -2-

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ____ day of _____, 21__, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

DocuSigned by:
Justin Graham

Office of County Counsel 3/28/22 (AMS#12153)

Distribution: County Counsel
Community Development and Infrastructure

Attachment: Resolution - Public Hearing for various CSAs (12153 : 2022-23 Sanitation County Service Area Benefit Assessments for CSA 2,

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Signature

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 NOTICE OF PUBLIC HEARING ON BENEFIT ASSESSMENT/SERVICE CHARGE
 REPORTS FOR VARIOUS COUNTY SERVICE AREAS

NOTICE IS HEREBY GIVEN that on Tuesday, June 7, 2022, at 9:00 a.m. or thereafter, in the Board Chambers, Room 525, County Governmental Center, 701 Ocean Street, Santa Cruz, California, the Board of Supervisors will consider adoption of a resolution confirming the 2022/2023 benefit assessment/service charge reports listing the charges to be levied on each parcel for the following service areas:

CSA No.	Name	Supvr. Dist.	2021/2022 Rates	2022/2023 Rates
			\$ per year per parcel	\$ per year per parcel
2	Place der Mer	2	\$ 1,258.33* Zone A (Apartments) \$ 106.39* Zone H (Hill) \$ 1,258.33* Zone P (Park) \$ 1,353.25* Zone T (Townhouse)	\$ 1,311.18* Zone A (Apartments) \$ 110.86* Zone H (Hill) \$ 1,311.18* Zone P (Park) \$ 1,410.09* Zone T (Townhouse)
5	Sand Dollar Canon del Sol	2	\$ 1,881.37* (SFD) \$ 1,577.66* (Condo)	\$ 1,960.38* (SFD) \$ 1,643.92* (Condo)
7	Boulder Creek	5	\$ 1,576.62* (Commercial) + \$7.20* per HCF \$ 2,060.20* (Condo) \$ 2,285.10* (SFD)	\$ 1,642.84* (Commercial) + \$7.50* per HCF \$ 2,146.72* (Condo) \$ 2,381.07* (SFD)
10	Rolling Woods Woods Cove Zone	5	\$ 314.92 (SFD) \$ 314.92 (SFD) \$ 6,096.68* (Pasatiempo Golf Course)	\$ 314.92 (SFD) \$ 314.92 (SFD) \$ 6,096.68* (Pasatiempo Golf Course)
20	Trestle Beach	2	\$ 3,726.04* (SFD)	\$ 3,882.53* (SFD)

* 4.2 percent CPI increase

Attachment: Notice of Public Hearing - Benefit Assessment Service Charge Reports CPI (12153 : 2022-23 Sanitation County Service Area

 NOTICE OF PUBLIC HEARING ON BENEFIT ASSESSMENT/SERVICE CHARGE
 REPORTS FOR VARIOUS COUNTY SERVICE AREAS
 CONTINUED

Notice is further given that at the time, date and place stated above, the Board of Supervisors shall hear and consider all objections or protests, if any, to the benefit assessment/service charge reports. The reports will be on file with the Clerk of the Board of Supervisors on or before May 23, 2022, and will be available for public review. If you have any questions regarding the reports, please call (831) 454-2160.

Upon the conclusion of the Public Hearing on the above assessments/service charge reports, the Board of Supervisors may adopt, revise, change, reduce or modify any of the reports as needed.

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. The County complies with the Americans with Disabilities Act (ADA). Questions regarding accommodations under the ADA should be directed to the Clerk of the Board at (831) 454-2323.

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

BY ORDER OF THE BOARD OF SUPERVISORS
 By: Chief Deputy Clerk



**PROCEEDINGS OF THE
COUNTY OF SANTA CRUZ BOARD OF SUPERVISORS**

March 22, 2022

ACTION SUMMARY MINUTES

INTRODUCTORY ITEMS

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Manu Koenig	First District Supervisor, Chai	Present	
Zach Friend	Second District Supervisor, Vice Chair	Remote	
Ryan Coonerty	Third District Supervisor	Remote	
Greg Caput	Fourth District Supervisor	Remote	
Bruce McPherson	Fifth District Supervisor	Present	

Meeting was held in a hybrid format

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
6. ACTION ON THE CONSENT AGENDA (ITEMS 18-72)

REGULAR AGENDA

7. Consider approval in concept of "Ordinance amending Santa Cruz County Code Sections 4.24.020, 4.24.080, 4.24.110 and 4.24.130 and adding a new Section 4.24.105", and schedule the ordinance for final adoption on April 12, 2022, as outlined by the Auditor-Controller-Treasurer-Tax Collector

Recommended Action(s):

- 1) Considered approval in concept of "Ordinance amending Santa Cruz County Code Sections 4.24.020, 4.24.080, 4.24.110 and 4.24.130 and adding a new Section 4.24.105"; and
- 2) Scheduled the ordinance for a second reading and final adoption on April 12, 2022.

RESULT:	APPROVED IN CONCEPT [UNANIMOUS]
MOVER:	Zach Friend, Second District Supervisor, Vice Chair
SECONDER:	Bruce McPherson, Fifth District Supervisor
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

Minutes - March 22, 2022

- 8. Consider approval in concept of "Ordinance amending County Code Chapter 5.60 related to Tobacco Retailing Licenses", and schedule the ordinance for final adoption on April 12, 2022, as outlined in the memorandum of the Director of Health Services

Recommended Actions:

- 1) Considered and approved in concept the attached ordinance amending County Code Chapter 5.60 related to Tobacco Retailing Licenses; and
- 2) Scheduled the ordinance for second reading and final adoption on April 12, 2022.

RESULT:	APPROVED IN CONCEPT [UNANIMOUS]
MOVER:	Zach Friend, Second District Supervisor, Vice Chair
SECONDER:	Bruce McPherson, Fifth District Supervisor
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

- 9. Consider approval in concept of "Uncodified Ordinance to Adopt Military Equipment Use Policy Pursuant to Assembly Bill 481," adding "Military Equipment" to the County's Policies and Procedures Manual as "Military Equipment Use Policy" and add section 1600 under Title VII of the County's Policies and Procedures Manual pursuant to Assembly Bill (AB) 481 to increase the County's transparency to the public and schedule the uncodified ordinance for a final adoption on April 12, 2022; and direct staff to return to the Board on or before May 10, 2023, to provide an annual report required by AB 481, as outlined in the memorandum of the Sheriff-Coroner

Recommended Action(s):

- 1) Considered approval in concept of "Uncodified Ordinance to Adopt Military Equipment Use Policy Pursuant to Assembly Bill 481," adding "Military Equipment" to the County's Policies and Procedures Manual as "Military Equipment Use Policy" and add section 1600 under Title VII of the County's Policies and Procedures Manual pursuant to Assembly Bill (AB) 481, and schedule the uncodified ordinance for a second reading and final adoption on April 12, 2022; and
- 2) Directed staff to return to the Board on or before May 10, 2023, to provide an annual report as required by AB 481.

4 people addressed the Board in chambers

3 people addressed the Board via Zoom

RESULT:	APPROVED IN CONCEPT [UNANIMOUS]
MOVER:	Zach Friend, Second District Supervisor, Vice Chair
SECONDER:	Bruce McPherson, Fifth District Supervisor
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

- 10. Conduct a public hearing on the proposed acquisitions by condemnation across a portion of real property located at APNs 036-274-69, 036-511-18, 036-522-29, 036-522-30, 038-311-40, 038-331-07, 038-531-19 and close the public hearing; adopt Resolution of Necessity authorizing County Counsel to institute eminent domain proceedings to obtain possession of the required real property interests to support the Highway 1 Bay/Porter to State Park Auxiliary and Overcrossings project, as outlined in the memorandum of the Deputy CAO/Director of Community Development and Infrastructure

Recommended Actions

- 1) Conducted a public hearing on the proposed acquisitions by condemnation across a portion of real property located at APNs 036-274-69, 036-511-18, 036-522-29, 036-522-30, 038-311-40, 038-331-07, 038-531-19 and close the public hearing; and
- 2) Adopted Resolutions of Necessity authorizing County Counsel to institute eminent domain proceedings to obtain possession of the required real property interests to support the Highway 1 Bay/Porter to State Park Auxiliary and Over crossings project.

1 person addressed the Board via Zoom

Resolution 83-2022

Resolution 84-2022

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Zach Friend, Second District Supervisor, Vice Chair
SECONDER:	Ryan Coonerty, Third District Supervisor
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

- 11. Consider report and presentation on Senate Bill (SB) 129 funding and formation of new Pretrial Services Division in the Probation Department; approve Memorandum of Understanding with the Superior Court for SB129 funding; adopt resolution accepting unanticipated SB129 revenue in the amount of \$494,797 for Probation staffing and program expenses; approve the funding of 2.0 full-time equivalent (FTE) Deputy Probation Officer I/II positions, and addition of 1.0 FTE Division Director and 1.0 FTE alternately staffed Departmental Administrative Analyst/Senior Departmental positions, and take related actions, as outlined in the memorandum of the Chief Probation Officer

Recommended Action(s):

- 1) Considered report and presentation on local pretrial services, Senate Bill (SB) 129 funding, and the formation of a new Pretrial Services Division in the Probation Department;
- 2) Approved a Memorandum of Understanding (MOU) between the County and the Superior Court of California, County of Santa Cruz for SB129 funding, and authorized the Chief Probation Officer to sign the MOU including any amendments thereof;
- 3) Adopted a resolution accepting and appropriating unanticipated SB129 revenue in the amount of \$494,797 for Probation staffing and program expenses; and
- 4) Approved the funding of 2.0 full-time equivalent (FTE) Deputy Probation Officer I/II positions, and addition of 1.0 FTE Division Director and 1.0 FTE alternately staffed Departmental Administrative Analyst/Senior Departmental Administrative Analyst positions.

Agreement 22R0338
Resolution AUD60 85-2022

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	Ryan Coonerty, Third District Supervisor
SECONDER:	Bruce McPherson, Fifth District Supervisor
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

Minutes - March 22, 2022

- 12. Public hearing to consider the 2021 General Plan Annual Report, accept and file two related annual reports, and take related actions, as outlined in the memorandum of the Interim Director of Planning

Recommended Action(s):

- 1) Conducted a public hearing on the 2021 General Plan Annual Report;
- 2) Accepted and file the 2021 General Plan Annual Report and the Fiscal Year (FY) 2020-21 Housing Successor Agency Report on Low- and Moderate-Income Housing Asset Funds (LMIHAF); and
- 3) Directed staff to submit these Annual Reports to the Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD), as applicable.

1 person addressed the Board via Zoom

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	Zach Friend, Second District Supervisor, Vice Chair
SECONDER:	Bruce McPherson, Fifth District Supervisor
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

SCHEDULED ITEMS -- 10:45 AM

- 13. The Board of Supervisors shall recess in order to permit the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District - Zone 5 to convene and carry out a regularly scheduled meeting

Recommended Action(s):

The Board of Supervisors shall recess in order to permit the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District - Zone 5 to convene and carry out a regular meeting.

RESULT:	THE BOARD RECESSED
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Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

Minutes - March 22, 2022

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

Recommended Action(s):

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

RESULT: THE BOARD RECESSED

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

CLOSED SESSION AGENDA

15. **A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))**

In the matter of Santa Cruz County Health Services Agency, Department of Health Care Services (“DHCS”) Office of Administrative Hearings and Appeals Case No. MH20-0612-782-CH.

Report of County Counsel - will be given at the conclusion of the closed session on any reportable action(s) taken in the closed session

No Reportable actions taken in closed session

RESULT: CLOSED SESSION HELD

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

SCHEDULED ITEMS -- 1:30 PM

16. Consider report by the Human Services Department, in partnership with other County Departments, and local jurisdictions, to take urgent actions to reduce the risk of evictions and homelessness among County residents after the end of the COVID-19 statewide eviction moratorium on March 31, 2022, and direct the Human Services Department to report back on or before August 23, 2022, as outlined in the memorandum of the Director of Human Services

Recommended Action(s):

- 1) Authorized the Human Services Department and Health Services Agency to negotiate and execute new or amended contracts, utilizing the COVID-19 delegated purchasing authority, to support community members at risk of losing their housing in response to the end of the statewide eviction moratorium on March 31, 2022; and
- 2) Directed the Human Services Department to report back on or before August 23, 2022 on the status of revised or newly executed contracts.

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	Ryan Coonerty, Third District Supervisor
SECONDER:	Zach Friend, Second District Supervisor, Vice Chair
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

- 17. Conduct study session on Housing for a Healthy Santa Cruz: A Strategic Framework for Addressing Homelessness in Santa Cruz County Six-Month Plan Implementation and Related Updates, accept and file progress reports on policy goals and program updates, authorize the Human Services Department to apply for a California Interagency Council on Homelessness - Family Homelessness Challenge Grant, and direct the Human Services Department to report back in August 2022 on the next Housing for a Healthy Santa Cruz six-month framework implementation cycle and related program updates, as outlined in the memorandum of the Director of Human Services

Recommended Action(s):

- 1) Conducted a Study Session to review updates related to addressing homelessness in Santa Cruz County and approve recommended policy priorities for the next six-month Housing for a Healthy Santa Cruz implementation cycle;
- 2) Accepted and filed a progress reports on policy goals and program updates;
- 3) Authorized the Human Services Department to apply for a California Interagency Council on Homelessness - Family Homelessness Challenge Grant, Round (FHC-1) by the April 30, 2022, deadline; and
- 4) Directed the Human Services Department to report back in August 2022 on the next Housing for a Healthy Santa Cruz six-month framework implementation cycle and related program updates.

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	Greg Caput, Fourth District Supervisor
SECONDER:	Ryan Coonerty, Third District Supervisor
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

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CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bruce McPherson, Fifth District Supervisor
SECONDER:	Zach Friend, Second District Supervisor, Vice Chair
AYES:	Koenig, Friend, Coonerty, Caput, McPherson

18. APPROVAL OF MINUTES
 - a. Board of Supervisors - Regular Meeting - Mar 8, 2022, 9:00 AM
19. Adopt "Ordinance Repealing Chapter 2.66 of the County Code (Animal Nuisance Abatement Appeals Commission)" within Title 2 of the County Code (Administration and Personnel) (approved in concept on March 8, 2022)
Ordinance 5396
20. Authorize the County Administrative Officer to sign the Certification of Financial Responsibility for Petroleum Underground Storage Tanks, as recommended by the Auditor-Controller-Treasurer-Tax Collector
21. Accept and file report on the 2nd Quarter Review of the Statement of Assets in the County Treasury, as recommended by the Auditor-Controller-Treasurer-Tax Collector
22. Adopt resolution authorizing the continued use of teleconference meetings as allowed by Assembly Bill 361, and take related actions, as recommended by the County Administrative Officer
Resolution 86-2022
23. Adopt resolution to amend the Grand Jury's Conflict of Interest Code, as recommended by the County Administrative Officer
Resolution 87-2022
24. Approve Agreement regarding the provision of interim administrative and legal Services for the Pajaro Valley Health Care District, as recommended by the County Administrative Officer
25. Adopt resolution authorizing the execution and delivery of a First Amendment to Joint Exercise of Powers Agreement Between County of Santa Cruz and Santa Cruz County Flood Control and Water Conservation District, relating to the Santa Cruz County Capital Financing Authority, as recommended by the County Administrative Officer
Resolution 90-2022

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)

Consent items continued

26. Accept and file status reports on emergency work by Envirosafe, Iland, and Z-Con for replacement and relocation of the leaking fuel vault from Martin Volunteer Fire Station to McDermott Volunteer Fire Station; Rountree emergency domestic water tank replacement project, with Superior Tank Solutions and Rountree emergency replacement of air handling units; direct staff to return with a report at each meeting on the progress of the emergency work through its completion, and take related actions, as recommended by the Director of General Services – (4/5 vote)
27. Adopt resolution supporting the transition to the California Voter's Choice Act voting method for the 2022 Statewide Primary Election, approve a contract agreement with the California Secretary of State for voter outreach and education funds in the amount of \$72,000, and take related actions, as recommended by the County Clerk
Resolution 88-2022
28. Approve the Memorandum of Understanding between Santa Cruz County Fire Department and Central Fire Protection District, and the transfer of funds in the amount of \$40,000 from the Contingencies to Professional and Special Services, as recommended by the Director of General Services
AUD74 Aptos - La Selva
29. Accept and file report on the Santa Cruz County Broadband Infrastructure Plan, and direct the Information Services Department to return on or before September 20, 2022, with an update on state and federal broadband funding, as recommended by the Director of Information Services
Additional direction: Return on April 12, 2022, with a plan to expedite program implementation and ensure broadband infrastructure is put in place even if Federal and/or State funding is unavailable.
30. Approve the transfer of \$2,500,000 from the Risk Liability and Property Claims Reserve, to Legal Services-Gross Proceeds in the amount of \$2,000,000, and Judgements/Damages Reportable in the amount of \$500,000 within the Risk Liability and Property Budget, in order to properly align the various expenditures, as recommended by the Director of Personnel
AUD74 Liability and Property Claims Reserve
31. Adopt resolution amending Resolution 279-75 to create the classification and set the salary range for the Deputy Director of Parks, Recreation and Cultural Services, and take related actions, as recommended by the Director of Personnel
Resolution 89-2022
32. Direct the Board Chair to write a letter to the legislative sponsor supporting the passage of Assembly Bill 2689 which would authorize a private or public entity in the state to accept virtual currency as a method of payment for goods or services, including any governmental service, and direct the Clerk of the Board to share the letter with the County's state legislative delegation, as recommended by Supervisor Friend

Minutes - March 22, 2022

Consent items continued

33. Approve reappointment of Laura R. Chatham as the First District appointee to the Mental Health Advisory Board, representing families, for a term to expire April 1, 2025, as recommended by Supervisor Koenig
34. Adopt resolution supporting the designation of the proposed United States Bicycle Route 95 through the County of Santa Cruz, as recommended by Supervisor Koenig and Supervisor Friend
Resolution 91-2022
35. Direct the Board Chair to write a letter to the legislative sponsor supporting the passage of Senate Bill 1275 which would authorize a state agency to accept cryptocurrency as a method of payment for the provision of government services, and direct the Clerk of the Board to share the letter with the County's state legislative delegation, as recommended by Supervisor Friend
36. Accept recommendations of nominations to the Pajaro Valley Health Care District Board of Directors, and appoint said nominations to the Pajaro Valley Health Care District Board of Directors, as recommended by Supervisor Friend and Supervisor Caput
37. Approve appointment of Conra Frazier as the Third District appointee to the Women's Commission, for a term to expire April 1, 2023, as recommended by Supervisor Coonerty
38. Adopt resolution in support of legislation authoring the future construction and operation of a Veterans Home in the Fort Ord area, near Seaside, California to serve elderly and disabled veterans of the greater Monterey Bay and Bay Area; and direct the Clerk of the Board to forward the resolution to elected officials that represent Santa Cruz County at the state and federal levels to encourage them to support the Board of Supervisors of Monterey County's request for legislation allowing a Veterans Home to be built in Monterey County, as recommended by Supervisor Caput and Supervisor Friend
Resolution 92-2022
39. Approve appointment of Monica Martinez as the Fifth District appointee to the Parks and Recreation Commission, for a term to expire April 1, 2025, as recommended by Supervisor McPherson
40. Accept and file the Housing Advisory Commission report for calendar years 2020 and 2021, and take related actions, as recommended by Chair Koenig

Minutes - March 22, 2022

Consent items continued

41. Approve addendum to agreement with Karpel Solutions revising the total first year amount down to \$547,275 for an integrated case management system for the District Attorney's Office and nullifying the portion of the original agreement pertaining to the Public Defender's Office; authorize the District Attorney and Public Defender to execute the addendum; approve transfer of appropriations in the amount of \$144,380 from the District Attorney's budget to the Public Defender's budget, and take related actions, as recommended by the District Attorney and Public Defender
AUD74 Addendum of Final Agreement with Karpel Solutions
42. Authorize application for California Office of Emergency Services High Frequency Communications Equipment Grant Program and adopt resolution designating County officials authorized to execute grant requirements for grant program and take related actions, as recommended by the Director of the Office of Response, Recovery and Resilience
Resolution 93-2022
43. Adopt resolution authorizing the Public Defender to enter into a grant agreement with the Board of State and Community Corrections for an allocation in the amount of \$354,416, to conduct the Public Defense Pilot Program, and take related actions, as recommended by the Public Defender
Resolution 94-2022
44. Defer to May 24, 2022, the report on the Neighborhood Courts program funded by Proposition 47 and administered by the District Attorney's Office, as recommended by the Chief Probation Officer
45. Approve emergency purchase requisition for repairs to Juvenile Hall security camera/recording system by American Alarm, approve fixed asset purchase and transfer of appropriations in the amount of \$13,342 for replacement security system recording unit required for repair, as recommended by the Chief Probation Officer
AUD74 Transfer for JH Video Recording Unit
46. Adopt resolution accepting unanticipated Assembly Bill 109 growth revenue in the amount of \$143,600 for Probation staffing, and approve the funding of 2.0 full-time equivalent (FTE) Deputy Probation Officer I/II positions, addition of 1.0 FTE alternately staffed Accounting Technician/Senior Accounting Technician position, and conversion of 1.0 FTE Program Coordinator to 1.0 FTE alternately staffed Departmental Administrative Analyst/Senior Departmental Administrative Analyst position, as recommended by the Chief Probation Officer
Resolution 95-2022

Minutes - March 22, 2022

Consent items continued

47. Approve second amendment to agreement with Janus of Santa Cruz to increase the amount by \$182,463.60, resulting in a new total of \$502,613, for treatment and housing services for individuals eligible and enrolled under the Proposition 47 Grant as well as administrative staffing, and take related actions, as recommended by the Chief Probation Officer
Amendment 21C4448
48. Ratify grant application to the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) for Fiscal Year 2021 American Rescue Plan - Health Center Construction and Capital Improvements grant funding; accept grant allocation in the amount of \$672,865 from HRSA for Health Center Infrastructure Support; and adopt resolution accepting unanticipated revenue in the amount of \$672,865 from HRSA for Fiscal Year 2021-22, and take related actions, as recommended by the Director of Health Services
Resolution 96-2022
49. Ratify grant application to U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) for Provider Relief Fund (PRF) Phase 4 Payment grant funding to offset healthcare-related expenses or lost revenues due to COVID-19 response; accept grant allocation in the amount of \$2,076,994 from the HRSA for PRF Phase 4 Payment funding; ratify attestation and agreement to comply with the PRF Payment Terms and Conditions; and adopt resolution accepting unanticipated revenue in the amount of \$2,076,994 from HRSA for Fiscal Year 2021-22, and take related actions, as recommended by the Director of Health Services
Resolution 97-2022
50. Accept and file annual report on ambulance diversions and hospital restricted status for 2021, and direct the Health Services Agency to return in March 2023 with the next annual report, as recommended by the Director of Health Services
51. Adopt resolution supporting submittal of grant application for Round 1 Sustainable Groundwater Grant Program on behalf of Santa Cruz Mid-County Groundwater Agency to California Department of Water Resources, as recommended by the Director of Health Services
Resolution 98-2022
52. Approve amendment to agreement with Encompass Community Services, with no change to the contract maximum of \$6,667,383, to adjust per unit of service rate for various mental health services, approve amendment to agreement with Encompass Community Services reducing the contract amount by \$372,596, for a new contract maximum of \$7,987,070, to adjust compensation commensurate with services and per unit of service rate for various mental health services, and take related actions, as recommended by the Director of Health Services
Amendment 21H0129

Minutes - March 22, 2022

Consent items continued

53. Approve agreement with California Mental Health Services Authority in the amount of \$100,373 to address the shortage of mental health practitioners in the public mental health systems through the Greater Bay Area Regional Partnership – Office of Statewide Health Planning and Development Workforce Education and Training program, and take related actions, as recommended by the Director of Health Services
Contract 22H0227
54. Approve amendment to agreement with the Volunteer Center of Santa Cruz to adjust the per unit of service rate for various outpatient mental health services provided in the agreement, and take related actions, as recommended by the Director of Health Services
Agreement 22H0205
55. Defer to April 26, 2022, the 2019 annual report on compliance with Access to Medical Care (ATMC) agreements; defer to on or before December 13, 2022, a new ATMC agreement with Kaiser Permanente based on their planned expansion; and defer to on or before December 13, 2022, the renewal of ATMC agreements with Dignity Health Dominican Hospital, Sutter Health Santa Cruz Maternity and Surgery Center, and Watsonville Community Hospital, as recommended by the Director of Health Services
56. Accept bi-monthly update on the expansion of Behavioral Health programs through various grants that were accepted and approved by the Board on November 16, 2021, and direct the Health Services Agency to submit its next bi-monthly update on or before May 24, 2022, as recommended by the Director of Health Services
57. Approve amendment to an agreement with Seneca Family Services for psychosocial assessment and adoption support services, to modify the budget at an unchanged total amount of \$102,200; and take related actions, as recommended by the Director of Human Services
Agreement W4110
58. Approve t a horse boarding rental agreement at Quail Hollow Ranch County Park, and take related actions, as recommended by the Director of Parks, Open Space & Cultural Services
59. Adopt resolution accepting unanticipated revenue in the amount of \$565,952, from the California State Department of Housing and Community Development for the Permanent Local Housing Allocation (PLHA) Program, as recommended by the Interim Director of Planning - (4/5 vote)
Resolution 99-2022

Minutes - March 22, 2022

Consent items continued

60. Approve amendment to agreement with Camino Technologies Inc. for software services to create a web-based permitting guide by updating the contract effective date, scope of work and compensation terms, and take related actions, as recommended by the Interim Director of Planning
Amendment 20C4420
61. Find that the emergency repair of Valencia School Road did not allow for competitive bidding; approve emergency agreement with Granite Construction Company for repairs in the not-to-exceed amount of \$438,000; accept and file status of emergency work, close-out administration and final costs; and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
Contract 21D0579
62. Accept the improvements and approve the final cost of \$394,007 for the Lorenzo Ave PM 0.10 2017 Storm Damage Repair project, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
63. Accept the improvements and approve the final cost of \$1,248,855 for the Felton Empire Road PM 1.40, 1.62 and 2.62 2017 Storm Damage Repair projects, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
64. Accept the improvements and final cost of \$326,969 for the Lower Highland Way PM 0.34 2017 Storm Damage Repair project, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
65. Accept and file status update on emergency action with Anderson Pacific Engineering for repairs at CSA 7 Boulder Creek Wastewater Treatment Plant, effluent pump stations and leach pits; find that the emergency continues to exist pursuant to Public Contract Code section 1102; and direct Public Works to return on April 12, 2022, with an updated report on progress of emergency work, as recommended by the Deputy CAO/Director of Community Development and Infrastructure- (4/5 vote)
66. Ratify award of contract with Top Tier Grading, in the amount of \$654,000 for the Valencia Road PM 0.34 2017 Storm Damage Repair project, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
Contract 22D0625

Consent items continued

67. Approve plans, specifications and engineer's estimate for Mtn. Charlie Road PM 2.47 2016 Storm Damage Repair project, set bid opening for 2:00 p.m. on April 21, 2022; direct Public Works to return on or before August 9, 2022 for ratification of the contract award, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
68. Approve plans, specifications and engineer's estimate for Hazel Dell Road PM 2.00, 2.08, 2.13, 2.16, 2.37 & 2.58 2017 Storm Damage Repair project, set bid opening for 2:00 p.m. on April 21, 2022; direct Public Works to return on or before August 9, 2022 for ratification of the contract award, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
69. Approve plans, specifications and engineer's estimate for the Ice Cream Grade Road P.M. 1.36, 1.55, 1.60 and Smith Grade Road P.M. 0.43, 0.52, 1.38, 1.90, 2.83 2017 Storm Damage Repair project; set bid opening for 2:00 p.m. on April 19, 2022; direct Public Works to return on or before August 9, 2022, for ratification of the contract award, and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
70. Find that the emergency repair of Lodge Road PM 0.60 did not allow for competitive bidding; approve emergency agreement with GeoStabilization International, LLC for emergency repairs in the not-to-exceed amount of \$950,000; accept and file status of emergency work; and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
Contract 22D0627
71. Find that the emergency repair of Two Bar Road PM 2.45 did not allow for competitive bidding; approve agreement with GeoStabilization International, LLC for emergency repairs in the not-to-exceed amount of \$689,422.22; accept and file status of emergency work; and take related actions, as recommended by the Deputy CAO/Director of Community Development and Infrastructure
Contract 22D0628
72. Accept donation of APN 078-202-02 and APN 092-284-05 into County ownership; authorize the Chair of the Board to execute the certificates of acceptance for the grant deeds of the donated properties; and authorize Real Property to record the deeds in the Official Records of Santa Cruz County to effectuate transfer of the donated properties to the County, as recommended by the Deputy CAO/Director of Community Development and Infrastructure

Minutes - March 22, 2022

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 April 12, 2022

Minutes Acceptance: Minutes of Mar 22, 2022 9:00 AM (Approval of Minutes)



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Auditor-Controller-Treasurer-Tax Collector
(831) 454-2500

Subject: ORD- Proposed Amendment to Santa Cruz County Chapter 4.24
(Uniform Transient Occupancy Tax)

Meeting Date: April 12, 2022

Recommended Action(s):

Adopt "Ordinance amending Santa Cruz County Code Sections 4.24.020, 4.24.080, 4.24.110 and 4.24.130 (approved in concept on March 22, 2022)

Background

On March 22, 2022 the Board approved this ordinance in concept and scheduled it for final adoption on April 12, 2022

Financial Impact

There is not a material financial impact from the recommended actions. For amounts unpaid, these changes will increase the likelihood that the County will recover funds and fees.

Strategic Plan Element(s)

5.C (Dynamic Economy: Local Businesses)
6.D (Operational Excellence: Continuous Improvement)

The recommended actions strengthen policies that support key economic sectors and advance continuous improvement to optimize County operations and maintain fiscal stability.

Submitted by:

Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

a Ordinance Amending Chapter 4.24 (TOT Administrative Changes)

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 4.24 OF THE SANTA CRUZ COUNTY CODE
CONCERNING THE TRANSIENT OCCUPANCY TAX**

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

WHEREAS, it is appropriate to amend Santa Cruz County Code Chapter 4.24 in order to clarify and strengthen provisions for the collection and enforcement of the Transient Occupancy Tax;

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

SECTION I

Section 4.24.020 of the Santa Cruz County Code is hereby amended to read as follows:

4.24.020 Definitions.

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

(A) “Certificate” means the transient occupancy registration certificate as described in SCCC 4.24.070.

(B) “Occupancy” means the use or possession, or the right to the use or possession, of any room or rooms or portions thereof, or other living space, in any transient occupancy facility for dwelling, lodging or sleeping purposes.

(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.

(D) “Person” means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

(E) “Rent” means a consideration charged, whether or not received, for the occupancy of space in a transient occupancy facility, valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, and property and services of any kind or nature without any deduction therefrom whatsoever.

(F) “Tax Administrator” means the County Auditor-Controller-Treasurer-Tax Collector or their designee.

(G) “Transient” means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a transient occupancy facility shall be deemed to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered.

(H) “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, lodging house, rooming house, apartment house, dormitory, public or private club, vacation rental property, 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 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.

(I) “Vacation rental property” refers to a property that falls under the definition of either “vacation rental” set forth in Santa Cruz County Code Section 13.10.700-V or “hosted rental” set forth in Santa Cruz County Code Section 13.10.700-H, currently and as they may be amended in the future.

SECTION II

Section 4.24.080 of the Santa Cruz County Code is hereby amended to read as follows:

4.24.080 Reporting and remitting.

(A) Each operator shall, on or before the last business day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the Tax Administrator, 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.

(B) At the same time the return is filed, the full amount of the tax collected shall be remitted to the Tax Administrator. The Tax Administrator may require further information in the return. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the County until payment thereof is made to the Tax Administrator.

SECTION III

Section 4.24.105 is hereby added to the Santa Cruz County Code, with a corresponding change to the Table of Contents, to read as follows:

4.24.105 County audit and recordation of lien.

(A) All transient occupancy collections by an operator may be subject to audit by the Tax Administrator, under conditions determined by the Tax Administrator. A reasonable per hour fee equal to the County's costs for the audit of transient occupancy tax accounts may be charged to the owner and/or operator of the transient lodging facility where unpaid taxes are discovered as a result of the audit. If the County is the prevailing party in litigation filed to collect taxes, penalties, and/or interest due under this chapter, the County shall be entitled to recover reasonable attorneys' fees and costs incurred in such litigation from the owner and/or operator of the transient lodging facility. The County Counsel shall be authorized, as set forth in Government Code Section 53060, to issue subpoenas which require the production of records for audit purposes.

(B) If any amount of transient occupancy tax required to be paid to the County under this chapter is not remitted or paid when due, the Tax Administrator may, within three years after the amount is due, file for record in the Santa Cruz County Recorder's office, a certificate specifying the amount of tax, penalties, and interest due, the name and address as it appears on the records of the Tax Administrator of the owner and/or operator liable for that amount, and the fact that the Tax Administrator has complied with all provisions of this chapter in the determination of the amount required to be paid to the County. From the date of the filing for record, the amount required to be remitted, together with penalties and interest, constitutes a lien upon all real property in the county owned by the operator and/or owner, and any real property acquired by them at any subsequent date but before the lien expires. The lien has the

force, effect, and priority of a judgment lien and shall continue for 10 years from the time of filing of the certificate unless sooner released or otherwise directed.

SECTION IV

Section 4.24.110 of the Santa Cruz County Code is hereby amended to read as follows:

4.24.110 Appeal from County determination.

After receiving a final determination from the Tax Administrator pursuant to the procedure set forth in Section 4.24.100, an operator may appeal the determination to the Board of Supervisors if the assessed amount of tax, interest, and penalties is over \$10,000 in total. The determination may be appealed 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.

SECTION V

Subsection (G) is hereby added to Section 4.24.130 of the Santa Cruz County Code, to read as follows:

(G) Waiver of Penalties.

- (1) The Tax Administrator may waive the first penalty of 10 percent and the second penalty of 15 percent imposed on any person if the person provides evidence satisfactory to the Tax Administrator that failure to pay timely was due to circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the person paid the delinquent business tax and accrued interest owed to the County prior to applying to the Tax Administrator for a waiver.
- (2) The waiver provisions specified in this subsection shall not apply to interest accrued on the delinquent tax and a waiver shall be granted only once during any 24-month period.

SECTION VI

This ordinance shall take effect on the 31st day after final adoption.

PASSED AND ADOPTED this ____ day of _____, 2022, by the Board of Supervisors of the County of Santa Cruz by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Manu Koenig
Chairperson of the Board of Supervisors

Attest: _____
Stephanie Cabrera
Clerk of the Board

APPROVED AS TO FORM:

Jason M. Heath 3/17/22 (AMS 12411)
Office of the County Counsel

Attachment: Ordinance Amending Chapter 4.24 (TOT Administrative Changes) (12484 : ORD- Proposed Amendment to Santa Cruz County



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Health Services Agency: Environmental Health Division
(831) 454-4000

Subject: Ordinance Amending Chapter 5.60 of County Code related to
Tobacco Retailing Licensing

Meeting Date: April 12, 2022

Recommended Actions:

Adopt "Ordinance amending County Code Chapter 5.60 related to Tobacco Retailing Licenses".

Background

On March 22, 2022, the Board approved the ordinance in concept and scheduled for second reading/final adoption on March 22, 2022

Financial Impact

The recommended actions have no financial impact.

Strategic Plan Elements

This item supports the Strategic Plan focus area of Comprehensive Health & Safety.

Submitted by:

Monica Morales, Director, Health Services Agency

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Ordinance Amending SCCC Ch 5.60 (Tobacco Retailing License) (eSign)

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 5.60 OF THE SANTA CRUZ COUNTY CODE
(TOBACCO RETAILING LICENSE)**

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

WHEREAS, the Board has determined that it is appropriate to amend Chapter 5.60 of the Santa Cruz County Code to add clarifying language to Section 5.60.060, simplify the language in Section 5.60.100, remove the requirement to hold an administrative hearing within 20 calendar days in Section 5.60.120, adjust the terms in Section 5.60.140 related to stipulated fines in lieu of hearings, and remove language to match State and Federal laws in Section 5.60.150;

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

SECTION I

Section 5.60.060(A)(2) of the Santa Cruz County Code is hereby amended to read as follows:

5.60.060 License restrictions and prohibitions.

(A) Upon the receipt of a complete application for a tobacco retailer's license and the license fee required by this chapter, the Health Officer shall issue a tobacco retail license unless one or more of the following exists:

(2) The application seeks authorization for tobacco retailing for a proprietor to whom a suspension is in effect pursuant to this chapter for the subject location or another location, whose license has been revoked pursuant to this chapter for the subject location or another location, or to whom this chapter otherwise prohibits a tobacco retailer license to be issued (for example, where a person or entity closely affiliated with the proprietor [e.g., a spouse, domestic partner, or business partner] seeks a new license which would have the effect of circumventing an existing license suspension or revocation);

SECTION II

Section 5.60.100(A) and (C) of the Santa Cruz County Code is hereby amended to read as follows:

5.60.100 Suspension or revocation of license.

(A) In addition to any other remedy authorized by law after notice and opportunity to be heard pursuant to SCCC [5.60.110](#), a tobacco retailer's license may be suspended or revoked as provided in this section if the Health Officer finds that:

- (1) The licensee or any of the licensee's agents or employees have violated any of the requirements, conditions or prohibitions of this chapter;
 - (2) The original or renewal application contained incorrect, false, or misleading information; or
 - (3) A licensee is convicted of a misdemeanor or felony violation of any Federal, State, or local tobacco retailing law or regulation including any provision of this chapter.
- (C) When the Health Officer finds a violation as set forth in subsection (A) of this section, the license shall be suspended or revoked as follows:
- (1) Upon finding by the Health Officer of a first license violation, the license shall be suspended for 60 consecutive days;
 - (2) Upon finding by the Health Officer of a second license violation, the license shall be suspended for 120 consecutive days;
 - (3) Upon finding by the Health Officer of a third license violation, the license shall be suspended for 180 consecutive days;
 - (4) Upon a finding by the Health Officer of a fourth license violation within any 60-month period, the license shall be revoked and no new license shall issue for the location until five years have passed from the date of revocation.

SECTION III

Section 5.60.120(B) of the Santa Cruz County Code is hereby amended to read as follows:

5.60.120 Appeal procedures.

- (B) After receiving a timely written request for an appeal hearing, the hearing officer shall schedule the hearing.
- (1) Notice of Hearing.
 - (a) Written notice of the time, date and location of a hearing before the hearing officer shall be given by personal service or by first class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, to the appellant.
 - (b) The notice of hearing shall also identify the hearing officer designated to conduct the hearing and advise the appellant of his or her right to submit within 10 business days of the date of the notice of hearing a written objection to the designated hearing officer. In the event of such a disqualification, a new hearing officer shall be randomly selected from the panel of alternate hearing officers

established by the Board of Supervisors. Each party shall only have the right to disqualify one hearing officer for a particular matter.

- (2) Failure to Appear. The failure to appear at the administrative hearing shall constitute an abandonment of the appeal and a failure to exhaust administrative remedies.
- (3) Hearing Procedures.
 - (a) Requirements for Taking Testimony. In any proceeding before a hearing officer, oral testimony offered as evidence shall be taken only on oath or affirmation, and the hearing officer, their clerk, or other designee have the power to administer oaths and affirmations and to certify to official acts. Oaths of witnesses may be given individually or to a group. Witnesses shall be asked to raise their right hands and to swear or affirm that the testimony they shall give will be the truth, the whole truth, and nothing but the truth.
 - (b) Continuances. The hearing officer may continue the hearing as determined appropriate by the hearing officer.
 - (c) Burden of Proof. At the administrative hearing, the Health Officer has the burden of proving by a preponderance of the evidence that the alleged violation occurred.
 - (d) Administrative Interpretations. In conducting the hearing, the hearing officer shall consider the previously established interpretation of an ordinance provision by the Department charged with its enforcement unless that interpretation is shown to be clearly erroneous or unauthorized.
 - (e) Written Decision. Within 10 calendar days after the close of the hearing, the hearing officer shall issue a written decision on the appeal, including a statement of the basis for the decision. The hearing officer's written decision shall constitute the final administrative decision of the County.

SECTION IV

Section 5.60.140 of the Santa Cruz County Code is hereby amended to read as follows:

5.60.140 Stipulated fine in lieu of hearing.

For a first or second alleged violation of this chapter within any 60-month period, the Health Officer may allow a tobacco retailer alleged to have violated this chapter to stipulate to the penalties provided in this section in lieu of the penalties that would otherwise apply under this chapter and to forego a hearing on the allegations. Notice of any stipulation shall be provided to the Sheriff's Office and no hearing shall be held. Stipulations shall not be confidential and shall contain the following terms plus any other noncriminal provisions established by the Health Officer in the interests of justice:

- (A) After a first alleged violation of this chapter at a location:
- (1) An agreement to stop acting as a tobacco retailer for five consecutive days;
 - (2) An administrative penalty of \$5,000; and
 - (3) An admission that the violation occurred and a stipulation that the violation will be considered in determining the penalty for any future violation.
- (B) After a second alleged violation of this chapter at a location within any 60-month period:
- (1) An agreement to stop acting as a tobacco retailer for 10 consecutive days;
 - (2) An administrative penalty of at least \$10,000; and
 - (3) An admission that the violation occurred and a stipulation that the violation will be considered in determining the penalty for any future violations.

SECTION V

Section 5.60.150(B) and (D) of the Santa Cruz County Code is hereby amended to read as follows:

5.60.150 Requirements and restrictions applicable to tobacco stores.

- (B) A tobacco store shall not allow any person younger than 21 years of age to be present or enter the premises of the tobacco store at any time unless accompanied by a person who is at least 21 years of age.
- (D) A tobacco store shall display a printed warning sign at or near each public entrance to the premises of the tobacco store in a manner conspicuous to persons from the exterior of the premises, and where the sign(s) are unobstructed in their entirety. The sign(s) shall contain the following words with initial letters capitalized in the following manner:

Persons Under 21 Years of Age Prohibited.

The sign(s) required by this subsection shall have a minimum height of 14 inches and width of 11 inches; each letter shall be at least one-half inch high; and the text shall be printed in ink that is of high contrast from the color of the background material.

SECTION VI

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

PASSED AND ADOPTED this ___ day of _____ 2022, 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:

DocuSigned by:
John Nguyen
13427C3A75E8401...

Office of the County Counsel

cc: Health Services Agency, Environmental Health Services Division
Health Services Agency, Public Health Division
Santa Cruz County Sheriff's Office

Certificate Of Completion

Envelope Id: FD858F9D4BE9444490A31CEFB808B6C9	Status: Completed
Subject: Ordinance Amending SCCC Ch. 5.60 (12320) 3/22/22 BOS	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Mary Chavez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Mary.Chavez@santacruzcounty.us
	IP Address: 107.3.171.147

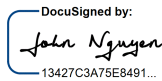
Record Tracking

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Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

John Nguyen
 John.Nguyen@santacruzcounty.us
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
 Using IP Address: 63.194.190.100

Timestamp

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 Signed: 3/11/2022 8:48:01 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/11/2022 8:45:27 AM
 ID: 245508c9-a24e-496a-bf0a-079df0c16918

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete	Security Checked	3/11/2022 8:48:01 AM
Completed	Security Checked	3/11/2022 8:48:01 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Auditor-Controller-Treasurer-Tax Collector
(831) 454-2500

Subject: Accept and Appropriate Unanticipated Revenue into FY 2021-22

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Adopt resolution accepting and appropriating unanticipated revenue in the amount of \$13,365 into the Fiscal Year (FY) 2021-22 Auditor-Controller-Treasurer-Tax Collector budget to replace a folder/sealer and increase the professional services budget; and
- 2) Authorize the Auditor-Controller-Treasurer-Tax Collector to make the necessary budget adjustments.

Executive Summary

The Auditor-Controller-Treasurer-Tax Collector requires a replacement folder/sealer, which is used by the Claims and Payroll division to fold and seal self-sealing vendor and payroll checks and forms. Additionally, the Auditor-Controller-Treasurer-Tax Collector would like to increase the budget for professional services, as there have been unanticipated consulting expenses related to the upgrade of the financial accounting system.

Background

The Claims and Payroll divisions print approximately 40,500 checks per year, and in addition, there are over 2,000 W2s and approximately 700 1099s that are required to be folded and sealed. Our current folder/sealer is at the end of its useful life and needs to be replaced. Additionally, the Auditor-Controller-Treasurer-Tax Collector is in the process of upgrading the financial accounting system and is leveraging the assistance of a consultant to ensure success.

Analysis

The purchase of the replacement folder/sealer requested will improve the effectiveness and efficiency of the Claims and Payroll Divisions as the current one is no longer functioning properly. The increase in professional services will help in ensuring success in the upgrade of the accounting system. The Auditor-Controller-Treasurer-Tax Collector has identified an increase of \$13,365 in property tax assessment and tax collection fees from a calculation error by the County's consultant NBS related to the Library property tax.

Financial Impact

The recommended action will be entirely funded by accepting \$13,365 in unanticipated

revenue in GL Key 123200 GL Object 41205. This action will increase the FY 2021-22 Budget by \$10,000 in GL Key 123300 Object 86204 for the folder/sealer and \$3,365 in GL Key 123100 Object 62381 for professional services for the financial system upgrade.

Strategic Plan Element(s)

6.A (County Operational Excellence: Customer Experience) - Upgrading our equipment will allow County of Santa Cruz Auditor-Controller-Treasurer-Tax Collector staff to operate more effectively and efficiently and ensure success in our accounting system upgrade.

Submitted by:

Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

a Resolution AUD60 AUDTTC

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 \$ _____,
from _____,
for the _____ 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 for 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 \$ _____ for the _____ program.

GL Key	GL Object	JL Key	JL Object	Amount	Account Description

and that such funds be and are hereby appointed as follows:

GL Key	GL Object	JL Key	JL Object	Amount	Account Description

Attachment: Resolution AUD60 AUDTTC (12389 : Accept and Appropriate Unanticipated Revenue into FY 2021-22)

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, _____ by the following vote (requires four-fifths vote for approval):

AYES:

NOES:

ABSENT:

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 / ____/

Recommended to Board

/ ____/

Not Recommended to Board

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING DETAIL:

Office of the County Counsel

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: County Administrative Office

(831) 454-2100

Subject: Resolution Authorizing Continued Teleconference Meetings Under AB361

Meeting Date: April 12, 2022

Recommended Actions:

- 1) Adopt resolution making findings and ordering the continued use of teleconference meetings of the Board of Supervisors due to COVID-19, pursuant to the requirements of Assembly Bill 361; and
- 2) Direct the County Administrative Officer to return within 30 days with a new resolution addressing the need to continue holding teleconference meetings consistent with the requirements of Assembly Bill 361.

Executive Summary

As a result of the continuing impacts of the COVID-19 pandemic, the Board of Supervisors has been holding teleconference meetings under the modified rules authorized under Assembly Bill 361. This item asks the Board to adopt a resolution ordering the continued use of teleconference meetings under the modified rules.

Background

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic pursuant to Government Code section 8550 et seq., which remains in effect. The Governor thereafter issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the Brown Act, provided that certain requirements were met and followed. The Board successfully held a number of teleconference meetings under that Executive Order.

Assembly Bill 361 ("AB 361"), adopted just prior to the expiration of the Governor's Executive Order, allows legislative bodies to continue holding teleconference meetings under modified rules as long as certain new requirements are met and the legislative body routinely reviews the need to continue holding teleconference meetings under the modified rules.

On September 30, 2021, Santa Cruz County Public Health Officer Dr. Gail Newel issued a strong recommendation that legislative bodies in Santa Cruz County continue to engage in physical/social distancing by meeting via teleconference as allowed by AB 361 and confirmed that she will regularly review and reconsider this recommendation and notify the public when it is no longer recommended. Dr. Newel's recommendation remains in effect.

The Board of Supervisors recently adopted a resolution making the necessary findings and directed staff to continue to schedule teleconference meetings in compliance with AB 361 consistent with its requirements.

Analysis

The Board has recognized that COVID-19 presents a continuing threat to the Santa Cruz County community and that the County has an important governmental interest in protecting the health, safety, and welfare of those who participate in meetings of the Board of Supervisors and the County's various legislative bodies subject to the Brown Act. Requiring all members of legislative bodies to appear in-person at meetings presents greater risk to the health and safety of meeting participants, including reduced social distancing among people of different communities, increased exposure for those who are immunocompromised or unvaccinated, and challenges associated with fully ascertaining and ensuring compliance with vaccination, face coverings, and other safety measures at such public meetings.

Pursuant to AB 361, a legislative body can continue to hold teleconference meetings under the modified AB 361 teleconferencing rules if a state of emergency remains active, or local officials have recommended measures to promote social distancing, as long as the legislative body has reconsidered the circumstances of the state of emergency and determined either that the state of emergency continues to directly impact the ability of the members to meet safely in person or that local officials continue to recommend measures to promote social distancing.

The Governor's emergency proclamation has not been lifted and Dr. Newel's social distancing recommendation remains in effect. The dangers presented by returning to non-emergency meeting protocols remain. Staff recommends that the Board adopt the draft resolution accompanying this item, which contains the findings necessary to continue to hold teleconference meetings under the modified Brown Act rules.

Strategic Plan Element(s)

This item supports the following County Strategic Plan goals:

- 1.A (Comprehensive Health & Safety: Health Equity)
- 1.B (Comprehensive Health & Safety: Community Support)
- 6.A (Operational Excellence: Customer Service)

Submitted by:

Carlos J. Palacios, County Administrative Officer

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a AB 361 Resolution April 12, 2022

**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 AUTHORIZING TELECONFERENCE MEETINGS UNDER
ASSEMBLY BILL 361 AS A RESULT OF THE CONTINUING COVID-19
PANDEMIC STATE OF EMERGENCY AND HEALTH OFFICER
RECOMMENDATION FOR SOCIAL DISTANCING**

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic pursuant to California Government Code section 8550 et seq., which remains in effect; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 ("AB 361"), which amended Government Code section 54953 to permit legislative bodies subject to the Brown Act to meet under modified teleconferencing rules provided that they comply with specific requirements set forth in the statute; and

WHEREAS, on September 30, 2021, Santa Cruz County Public Health Officer Dr. Gail Newel strongly recommended that legislative bodies in Santa Cruz County continue to engage in physical/social distancing by meeting via teleconference as allowed by AB 361 and confirmed that she will regularly review and reconsider this recommendation and notify the public when it is no longer recommended; and

WHEREAS, under AB 361 a local agency may use teleconferencing under the modified rules if the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on October 5, 2021, the Santa Cruz County Board of Supervisors held its initial teleconference meeting under AB 361; and

WHEREAS, after its initial AB 361 teleconference meeting, a legislative body can continue to hold such teleconference meetings if a state of emergency remains active, or local officials have recommended measures to promote social distancing, if the legislative body has reconsidered the circumstances of the state of emergency and determined either that the state of emergency continues to directly impact the ability of the members to meet safely in person or that local officials continue to recommend measures to promote social distancing; and

WHEREAS, the County has an important governmental interest in protecting the health, safety, and welfare of those who participate in meetings of the Board of Supervisors and the County's various legislative bodies subject to the Brown Act; and

WHEREAS, this Board finds that there is a continuing threat of COVID-19 to the community and finds that requiring all members of legislative bodies to appear in-person at meetings presents greater risk to the health and safety of meeting participants stemming from reduced social distancing among people of different communities, increased exposure for those who are immunocompromised or unvaccinated, and challenges associated with fully ascertaining and ensuring compliance with vaccination, face coverings, and other safety measures at such public meetings; and

WHEREAS, this Board and the County's various legislative bodies typically meet in-person in public facilities where other essential governmental functions take place, such that increasing the number of people present in those buildings may impair the safety of participants and members of the public; and

WHEREAS, this Board has reconsidered the circumstances of the current state of emergency and finds that the COVID-19 pandemic continues to directly impact the ability of Board members to meet safely in person and further finds that the Santa Cruz County Public Health Officer continues to recommend measures to promote social distancing; and

WHEREAS, in the interest of public health and safety, due to the emergency caused by the spread of COVID-19 the Board of Supervisors deems it necessary to utilize the modified teleconferencing rules set forth in AB 361; and

WHEREAS, this Board encourages all other County legislative bodies subject to the Brown Act to make similar findings and continue to meet remotely either solely through teleconferencing or via a combination of physical location and teleconference, in accordance with the provisions of AB 361;

NOW, THEREFORE, the Board of Supervisors of the County of Santa Cruz hereby RESOLVES and ORDERS as follows:

Section 1. The foregoing recitals are adopted as findings of the Board of Supervisors as set forth within the body of this Resolution.

Section 2. Effective immediately, for the next 30 days the Board of Supervisors will meet using the modified teleconference rules authorized under AB 361 and Government Code section 54953(e).

Section 3. Staff is directed to return within 30 days with an item requesting the Board to reconsider the circumstances of the COVID-19 state of

emergency and, if necessary, adopt a subsequent Resolution to continue using the modified teleconference rules for meetings in accordance with Government Code section 54953(e).

Section 4. The County Administrative Officer and County Counsel are authorized and directed to take all such other necessary or appropriate actions to implement the intent and purposes of this Resolution.

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:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Manu Koenig
Chair, Board of Supervisors

ATTEST: _____
Stephanie Cabrera
Clerk of the Board

Approved as to Form:

Jason M. Heath 3/31/22 (AMS12444)
Office of the County Counsel

Attachment: AB 361 Resolution April 12, 2022 (12444 : Resolution Authorizing Continued Teleconference Meetings Under AB361)



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: County Administrative Office

(831) 454-2100

Subject: Special Circumstances Case

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Approve request of Biggam, Christensen & Minsloff (BCM) law firm for extraordinary expenses in the special circumstances capital case People v. Carrillo; and
- 2) Authorize the Auditor-Controller to pay \$50,000 into a trust account established by BCM for investigation, paralegal, and expert expenses related to case preparation.

Executive Summary

This memo requests Board approval of the BCM law firm's request for extraordinary expenses in the special circumstances capital case People v. Carillo. Board approval is required prior to expenditure of any funds.

Background

On September 11, 2020, Judge Volkmann declared the People v. Carillo case a special circumstances case pursuant to paragraph eight of the County's contract with BCM and directed that \$50,000 be placed in a trust account for investigation, paralegal, and expert expenses related to case preparation. On July 27, 2021, Judge Volkmann directed that another \$50,000 be placed in a trust account for this purpose. Special circumstances cases have normally been approved for extraordinary compensation. Given the commitment of time required for defense in these types of cases, the Public Defender's office would be severely constrained in their ability to continue managing the ongoing caseload and properly and adequately defend the special circumstance case. Allegations of inadequate defense due to financial constraints bear the risk of reversals or retrials, which would result in increased cost to the County.

Analysis

It is difficult to accurately project costs for special circumstance cases due to the varying length and complexity of issues related to each case. In addition, delays in trial proceedings and/or the elimination of the special circumstances leading to life without the possibility of parole could defer or reduce expenditures. Funds have been included in the budget for costs related to special circumstances cases.

Special circumstances require extraordinary attention due to the significant responsibility and legal precedents that have been established in this area. Pursuant to section 987.9 of the California penal code, Judge Volkmann directed that an additional

\$50,000 to be placed in a trust account for investigation, paralegal, and expert expenses related to case preparation (Attachment 1). BCM has established the trust account and will furnish to the Court and County a complete accounting of all monies received and disbursed related to the case upon termination of the proceedings. This is the third amount ordered by the Superior Court, resulting in a total of \$150,000 placed in the trust account for the special circumstances case People v. Carrillo.

The County continues to advocate for the cost of indigent defense, particularly in extraordinary cases, to be borne by the State of California and will seek reimbursement for expenses in the People v. Carillo capital case.

Financial Impact

The County will pay \$50,000 from GL Key 591000/62386. BCM will provide a complete accounting of case expenses at the end of the proceedings. Appropriations are available within the Fiscal Year 2021-22 Public Defender budget.

Strategic Plan Element(s)

1.C (Comprehensive Health & Safety: Local Justice) - The recommended actions support the BCM law firm in providing an adequate defense in the special circumstances case.

Submitted by:

Carlos J. Palacios, County Administrative Officer

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Court Order - Attachment 1



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: County Administrative Office

(831) 454-2100

Subject: Approve Equipment Lease Agreement with Central Coast Community Energy

Meeting Date: April 12, 2022

Recommended Actions:

- 1) Approve an equipment lease agreement with Central Coast Community Energy (CCCE) in the total amount of \$2,182,696.12 with annual payments beginning in Fiscal Year 2022-23 and ending on November 2031;
- 2) Adopt Resolution to accept \$2,000,000 in unanticipated revenue from CCCE into the Plant Fund;
- 3) Authorize the County Auditor-Controller-Treasurer-Tax Collector to make any necessary budget adjustments related to this action; and
- 4) Authorize the County Budget Manager to sign the equipment lease agreement and any other financing agreements that may be required.

Executive Summary

The County Administrative Office requests the Board approve a \$2,182,696.12 equipment lease agreement with Central Coast Community Energy (CCCE) to provide backup power generators to ensure continuous and uninterrupted operations at the following critical public safety facilities: County Main Jail, Blaine Street Women's Facility, and Rountree Minimum/Medium Detention Facilities. These 24/7 facilities continue to be at risk from power disruptions, such as the PG&E Public Safety Power Shutoff and as such staff have already begun project preparation efforts. This agreement will reimburse incurred costs and finance remaining project costs, with an effective interest rate of 1.87%.

Background

To ensure the safety of the public as well as the employees and occupants of the County's most critical facilities, a facility backup power solution is necessary. Backup power supplies ensure critical operations are not interrupted by grid outages.

In December 2019, CCCE Policy Board established a \$25 million Uninterruptable Power Supply ("UPS") Fund to facilitate low interest financing for the purchase of reliable backup power supply by public agencies. The UPS Fund ensures critical facilities remain fully functional regardless of grid conditions.

The County was the first agency to submit project requests for equipment financing. On

July 12, 2021, CCCE issued a UPS Fund Letter of Intent (LOI) to the County for \$2,000,000 to support backup power at three critical facilities: County Main Jail, Blaine Street Women's Facility, and Rountree Minimum/Medium Detention Facilities. The CCCE Operations Board of Directors approved the equipment lease agreement on March 9, 2022, and authorized their CEO to execute this and related financing agreements.

As the first agency funded, County staff have supported CCCE in the development of the form of the equipment lease agreement such that CCCE can replicate it for subsequent financing awards, volunteering County staff time and providing connections to the County's Bond Counsel and Municipal Financial Advisor. Staff have valued the collaborative spirit with CCCE's project manager and leadership team.

The County's General Service Department provided CCCE the project requests, has led the design and will manage the three generator projects. On November 9, 2021, the Board approved contract 22C4518 with PC Inc., in the amount of \$549,400 for the Main Jail Generator Upgrade Project 22C1-001. The Blaine Street Women's Facility generator has been installed and is pending commissioning and the Rountree Minimum/Medium Detention Facility project is in the design phase in preparation for returning to the Board for a request to advertise for bids.

Analysis

This agreement will allow for the lease of the three (3) generators to be installed at the County's public safety facilities and safeguard the power at these facilities to ensure continuous and uninterrupted operations. General Services Department staff currently estimate that the total project cost for these three generators will be \$2,101,000 and any additional amounts will be included in future Plant budgets.

The lease structure is advantageous for the County and will in effect provide for low-cost financing of \$2,000,000 in advance at a historically low effective interest rate of 1.87%. The County will have the option under the agreement to purchase the equipment at any time with 30 days' notice for no more than the amount of the future remaining lease principal payments. Otherwise, the County retains full ownership of all the equipment at the end of the lease period.

All generator project costs already incurred by the County will be covered by this agreement and reimbursed by CCCE. The County Main Jail project is estimated to cost \$900,000 and be completed by 8/15/22. The Rountree Minimum/Medium Detention Facilities project is estimated to cost \$950,000 and is estimated to be completed by 6/30/23. The Blaine Street Women's Facility project is estimated to cost \$60,000 and is estimated to be completed by 03/31/22. With a 10% cost escalation contingency, the total projected cost is \$2,101,000.

Financial Impact

This equipment lease agreement will obligate the County General fund to pay \$109,134.81 on September 1 and thereafter on November 1st and May 1st through 2030-31, with the final payment of \$109,134.73 on November 1, 2031, unless it is paid off early. The total payments over the life of the agreement would be \$2,182,696.12.

The annual lease payments will be included in the Proposed 2022-23 Budget and subsequent budgets. The total cost for the three generator projects is estimated at \$2,101,000, will be financed by CCCE's \$2,000,000 payment and is included in the 2021-22 Plant Fund Budget.

Strategic Plan Element(s)

1.C (Comprehensive Health & Safety: Provide for a Safe Community) - Provide staffing and resources to deliver services that ensure public safety.

6.D (Operations Excellence: County Infrastructure) - The completion of this project will maximize and responsibly maintain County assets.

Submitted by:

Carlos J. Palacios, County Administrative Officer

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Contract_22C4549_12369_BoS-04-12-22
- b Resolution AUD60 Receive Generator Financing into Plant Fund BOS 4-12-2022
AMS12369 (esign)
- c ADM29_Contract 22C4549

\$2,000,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF April 29, 2022
BETWEEN
CENTRAL COAST COMMUNITY ENERGY, AS LESSOR,
AND
THE COUNTY OF SANTA CRUZ, CALIFORNIA, AS LESSEE

CLOSING DATE: April 29, 2022

LIST OF CLOSING DOCUMENTS

**Document
Number**

1. Equipment Lease Purchase Agreement, with the following exhibits attached:
 Exhibit A: Equipment Schedule.
 Exhibit B: Payment Schedule.
2. Transfer Agreement
3. Lessee’s Closing Certificate, with the following exhibits attached.
 Exhibit A: Evidence of authorization from Lessee’s governing body.
4. Evidence of Insurance
5. UCC-1 Financing Statement.
6. CDIAC Filings.
 A. Report of Proposed Debt Issuance.
 B. Report of Final Sale.
7. Lessee’s Form W-9.

#

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of April 29, 2022, between **CENTRAL COAST COMMUNITY ENERGY**, a California Joint Powers Agency organized and existing under the laws of the State of California, as Lessor (“Lessor”), and the **COUNTY OF SANTA CRUZ, CALIFORNIA**, a political subdivision of the State of California, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with Lessee.

“**Equipment**” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“**Event of Default**” means an Event of Default described in **Section 33**.

“**Lease Term**” means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 5**.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Maximum Lease Term**” means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Original Term**” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“**Purchase Price**” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

“**Renewal Terms**” means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“**Rental Payment Dates**” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to **Section 8**.

“**State**” means the State of California.

“**Vendor**” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom the Equipment is or has been purchased, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(j) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of,

substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(k) The useful life of the Equipment will not be less than the Maximum Lease Term.

(l) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(m) Lessee has provided Lessor with audited financial statements through June 30, 2021. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since June 30, 2021.

(n) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor with Lessee.

Section 3. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 4. Lease Term. The Original Term of this Agreement will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to **Section 5** or **Section 30**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 5. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of non-appropriation of funds pursuant to **Section 7**;

(b) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 30** and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under **Section 34**; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 6. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 7** and **Section 11**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 7. Non-appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during

Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

Section 8. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule, such payment to be made by wire or other form of electronic payment in accordance with written instructions provided by Lessor or, with Lessor's consent, by such other commercially reasonable method of payment. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

Section 9. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 10. Rental Payments To Be Unconditional. Except as provided in **Section 7**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure by any Vendor to deliver or install the Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or similar event with respect to any Vendor or under any Vendor agreement, disputes with Lessor or the Vendor of any of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 11. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 12. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been delivered and installed, the Equipment will not be primarily moved from the location specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 13. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 14. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 15. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all

applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 16. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

Section 17. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications, and warranties will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than (1) termination pursuant to **Section 30** or (2) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term as described in **Section 5(d)**; or (b) the occurrence of an Event of Default.

Section 18. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Section 19. Personal Property. It is the parties' intent, and Lessor and Lessee agree, that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 20. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 21. Insurance. At its own expense, Lessee will self-insure (a) the Equipment against loss or damage by fire and all other risks in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) for general commercial liability including but not limited to premises and operations, including coverage for bodily injury and property damage, personal injury, contractual liability, broad form property damage, independent contractors, products and completed operations, and cross-liability with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (c) workers' compensation coverage as required by the laws of the State and not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease. Lessee will furnish to Lessor evidence of such coverage throughout the Lease Term. All such self-insurance will be maintained and not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such self-insurance for any losses will be payable to Lessee and Lessor, as their respective interests may appear.

Section 22. Advances. In the event Lessee fails to maintain the insurance required by this Agreement,

pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 23. Financial Information. Upon request, Lessee shall furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available after the close of each fiscal year, the audited financial statement of Lessee at the close of and for such fiscal year, all in reasonable detail, with supporting schedules, audited by and with the report of Lessee's auditor (the "Audit"), which may be in electronic .pdf format. In the event the Audit is filed on the MSRB's "EMMA" website, to satisfy this requirement Lessee may email a link to the posted Audit to Lessor. The electronic Audit or EMMA link may be sent to the following email address (or such other address as Lessor supplies to Lessee in writing): tlaw@3ce.org. In the event that the Audit is not available, Lessee will furnish unaudited financial statements to Lessor in the manner described in this Section, and will then supply the Audit immediately upon the availability thereof.

Section 24. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (b) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (c) any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 25. Risk of Loss. Lessee assumes, from and including the time at which equipment is ordered, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 26. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 30**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 27. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 26**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 30**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 8**.

Section 28. Disclaimer of Warranties. **LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING,**

FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 29. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. As per Section 17, all such warranties shall vest to Lessee during the Lease Term. Upon any Non-appropriation, as defined in Section 7; Default, as defined in Section 33; or termination of this Agreement other than (1) termination pursuant to **Section 30** or (2) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term as described in **Section 5(d)**; all such warranties shall immediately be assigned by Lessee to Lessor.

Section 30. Purchase Option; Prepayment.

- (a) Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:
- (i) On any Rental Payment Date, upon payment in full of the Rental Payment then due hereunder plus the then-applicable Purchase Price to Lessor; or
 - (ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.
- (b) If a Purchase Price is not listed for such date that Lessee has designated as the purchase date, the Purchase Price for that date shall be calculated as the Rental Payment then due plus 100% of the then outstanding principal balance of the Lease.
- (c) Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 31. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder represent the fairvalue of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 30** represents, as of the end of the Lease Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

Section 32. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest

components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 33. Events of Default Defined. Subject to the provisions of **Section 7**, any of the following will be “Events of Default” under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 33(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance is determined by a court of competent jurisdiction to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 34. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, and provided that all actions are taken in consideration of public safety, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee’s expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers’ and attorneys’ fees) provided that the amount of Lessee’s liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term;

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 35. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 36. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 37. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 38. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 39. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 40. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 41. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 42. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 43. Applicable Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The sole venue to for any action to enforce any provision of this Agreement shall be the Superior Court of California, Monterey County.

Section 44. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

County of Santa Cruz ("**Lessee**")

BY: _____
Title: _____

Date: _____

Central Coast Community Energy ("**Lessor**")

DocuSigned by:
BY: Tom Habashi
69C263774488497...
Tom Habashi, CEO

Date: 3/29/2022

Approved as to Form

DocuSigned by:
BY: Justin Graham
48E85AGDEB42D...
Title: Office of the County Counsel

Date: 3/18/2022

Approved as to Form

DocuSigned by:
BY: Brian Kimball
52E93BDFCEC04E0...
Brian Kimball, General Counsel

Date: 3/29/2022

Approved as to Insurance

DocuSigned by:
BY: Enrique Salazar
F88BB4ED1F11445...
Title: Risk Management

Date: 3/20/2022

Approved as to Financial Terms

DocuSigned by:
BY: Jaya Bajpai
1EB2EEC85F8E480...
Jaya Bajpai, Chief Financial Officer

Date: 3/29/2022

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Equipment Description:

The Equipment consists of all project costs already incurred or to be incurred related to the UPS Public Sector applications submitted to Lessor including but not limited to administrative, design, engineering, acquisition, construction and installation of various generators, switching gear, electrical conduit and cabling, controllers, concrete protection equipment, electrical panels, and related items for use by Lessee, together with any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof.

Equipment Location:

The Equipment will be primarily located at the following addresses:

Main Jail
259 Water Street, Santa Cruz, CA

Blaine St. Women's Facility
141 Blaine Street, Santa Cruz, CA

Minimum/Medium Detention Facilities
90 Roundtree Lane, Watsonville, CA

Vendor(s):

[TO BE PROVIDED BY LESSEE.]

MAIL JAIL:

Peterson Power Systems, Inc.
2828 Teagarden Street
San Leandro, CA 94577
510-895-8400

BLAIN ST:

Peterson Power Systems, Inc.
2828 Teagarden Street
San Leandro, CA 94577
510-895-8400

MINIMUM/MEDIUM DETENTION FACILITIES (i.e.,
Roundtree):

Peterson Power Systems, Inc.
2828 Teagarden Street
San Leandro, CA 94577
510-895-8400

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT**PAYMENT SCHEDULE**Principal Amount: \$2,000,000Interest Rate: 1.87%Rental payments will be made in accordance with **Section 8** and this Payment Schedule.

Payment Date	Payment Amount	Interest Amount	Principal Amount	Purchase Price*
05/01/2022	110,106.66	18,700.00	91,406.66	1,908,593.34
11/01/2022	110,106.66	17,845.35	92,261.31	1,816,332.03
05/01/2023	110,106.66	16,982.70	93,123.96	1,723,208.07
11/01/2023	110,106.66	16,112.00	93,994.66	1,629,213.41
05/01/2024	110,106.66	15,233.15	94,873.51	1,534,339.90
11/01/2024	110,106.66	14,346.08	95,760.58	1,438,579.32
05/01/2025	110,106.66	13,450.72	96,655.94	1,341,923.38
11/01/2025	110,106.66	12,546.98	97,559.68	1,244,363.70
05/01/2026	110,106.66	11,634.80	98,471.86	1,145,891.84
11/01/2026	110,106.66	10,714.09	99,392.57	1,046,499.27
05/01/2027	110,106.66	9,784.77	100,321.89	946,177.38
11/01/2027	110,106.66	8,846.76	101,259.90	844,917.48
05/01/2028	110,106.66	7,899.98	102,206.68	742,710.80
11/01/2028	110,106.66	6,944.35	103,162.31	639,548.49
05/01/2029	110,106.66	5,979.78	104,126.88	535,421.61
11/01/2029	110,106.66	5,006.19	105,100.47	430,321.14
05/01/2030	110,106.66	4,023.50	106,083.16	324,237.98
11/01/2030	110,106.66	3,031.63	107,075.03	217,162.95
05/01/2031	110,106.66	2,030.47	108,076.19	109,086.76
11/01/2031	110,106.72	1,019.96	109,086.76	0.00

Lessee:

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

By: _____
Name: _____
Title: _____

* Lessee's option to purchase is subject to provisions of Sections 30 and 31 of the Agreement.

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this "Transfer Agreement") dated April 29, 2022 is entered into by and among **CENTRAL COAST COMMUNITY ENERGY** ("Lessor") and the **COUNTY OF SANTA CRUZ**, California ("Lessee").

Lessor and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated April 29, 2022 (the "Agreement"). The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Lessee cash in the amount of \$2,000,000. Such deposit is to be applied from time to time to pay certain costs of acquiring the Equipment.

The parties desire to set forth the terms on which the funds are to be transferred and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. On such day as determined to the mutual satisfaction of the parties (the "CommencementDate"), and upon presentment of evidence satisfying to the Lessor, presented by Lessee to Lessor, that the Equipment has been ordered, Lessor shall deposit with Lessee cash in the amount of \$2,000,000 for express use according to the terms and conditions set forth herein.
2. Funds shall be transferred by Lessor to the following financial institution and account owned by Lessee:

_____	U.S. BANK - WEST SIDE FLATS ST PAUL, 60 LIVINGSTON AVENUE, SAINT PAUL, MINNESOTA 55107
_____	SWIFT CODE USBKUS44IMT
_____	ABA ROUTING NUMBER 121122676
_____	ACCOUNT NUMBER 157519832628
_____	ACCOUNT NAME County of Santa Cruz
3. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take any remedial step described in Section 34 of the Lease Purchase Agreement.
4. This Transfer Agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of California.
5. This Transfer Agreement may be executed in several counterparts, and each counterpart so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature page follows.]

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

IN WITNESS WHEREOF, the parties hereto have caused this Transfer Agreement to be duly executed as of the day and year first above set forth.

County of Santa Cruz ("**Lessee**")

Central Coast Community Energy ("**Lessor**")

BY: _____

BY: _____

Title: _____

Tom Habashi, CEO

Date: _____

Date: _____

Approved as to Form

Approved as to Form

BY: DocuSigned by:
Justin Graham
40E65ACDEDAB42D...

BY: _____

Title: Office of the County Counsel

Brian Kimball, General Counsel

Date: 3/18/2022

Date: _____

Approved as to Insurance

Approved as to Financial Terms

BY: DocuSigned by:
Enrique Salazar
F88BB4ED1F11445...

BY: _____

Title: Risk Management

Jaya Bajpai, Chief Financial Officer

Date: 3/20/2022

Date: _____

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

LESSEE’S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of April 29, 2022, between the **COUNTY OF SANTA CRUZ**, California, as lessee (“Lessee”), and **CENTRAL COAST COMMUNITY ENERGY**, as lessor (“Lessor”) (the “Agreement”)

I, the undersigned, the duly appointed, qualified and acting Chief Deputy Clerk of the Board of the above-captioned Lessee, do hereby certify as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held _____, 2022, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related Transfer Agreement on its behalf by the following named representative of Lessee:

Printed Name	Title	Signature
<i>[This signature line to be signed by person who executed the Agreement and the related transfer agreement on behalf of Lessee.]</i>		

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and the action approving the Agreement and the related transfer agreement and authorizing the execution thereof has not been altered or rescinded. Attached hereto as **Exhibit A** is a true and correct copy of the resolution or other documents constituting such official action.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) Intentionally Left Blank

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

(9) The correct billing address for Rental Payments is as follows:

70 Garden Court
Monterey, CA 93940
Attention: Chief Financial Officer

Dated: _____, 20__ .

By: _____
Name: _____
Title: Chief Deputy Clerk of the Board

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

**EXHIBIT A TO
LESSEE'S CLOSING CERTIFICATE
COPY OF AUTHORIZATION DOCUMENT
(per Section 3)**

*[Signed copy of Lessee's resolution to be attached.
Attached is form of resolution for adoption if no resolution previously adopted.]*

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

**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:**

WHEREAS, the **COUNTY OF SANTA CRUZ**, California (the "Lessee") is a political subdivision duly of the State of California; and

WHEREAS, it is hereby determined that a true and real need exists for the acquisition of various vehicles and related equipment for use by the Lessee (the "Equipment"); and

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into an Equipment Lease Purchase Agreement (the "Agreement") with **CENTRAL COAST COMMUNITY ENERGY**, as lessor (the "Lessor"), and certain related documents, for the purposes described therein, including the leasing of the Equipment;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

Section 1. The Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the _____ (or designee) of the Lessee is hereby authorized to execute and deliver the Agreement on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Transfer Agreement between the Lessee and the Lessor named therein, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Transfer Agreement is hereby authorized to be executed and delivered on behalf of the Lessee by a duly authorized officer of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Agreement and the Transfer Agreement.

Section 4. The Lessee has made certain capital expenditures in connection with the acquisition of the Equipment prior to the date hereof, and the Lessee expects to make additional capital expenditures in connection with the acquisition of the Equipment in the future. The Lessee intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of the Agreement. The maximum principal amount of the Agreement for the Equipment is to equal \$2,000,000.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND ADOPTED this ____ day of _____ 2022, by the Board of Supervisors of the County of Santa Cruz, State of California, by the following vote:

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

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

Office of the County Counsel

CERTIFICATION

The undersigned, being the officer identified below of the Count of Santa Cruz, California (the "Lessee"), hereby certifies that the following is a true and correct copy of a resolution adopted by the governing body of the Lessee at a meeting duly held on _____, 2022.

I further certify that the foregoing resolution has not been modified, amended or repealed and is in full force and effect as of the date hereof.

WITNESS my hand this ___ day of _____, 2022.

_____, CALIFORNIA

By: _____

Name: _____

Title: Chief Deputy Clerk of the Board
County of Santa Cruz

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

- INSURANCE CERTIFICATES (PROPERTY AND LIABILITY) RESPECTING THE EQUIPMENT WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED:

Central Coast Community Energy and its successors and assigns 70 Garden Court, Suite 300, Monterey, CA 93940

[To be provided by Lessee before funds are deposited by Lessor for costs of the Equipment.]

- APPLICATIONS FOR TITLE RESPECTING THE EQUIPMENT WITH THE FOLLOWING PARTY SHOWN AS LIENHOLDER:

Central Coast Community Energy and its successors and assigns 70 Garden Court, Suite 300, Monterey, CA 93940

[To be provided by Lessee before funds are deposited by Lessor for costs of the Equipment.]

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

UCC-1 FINANCING STATEMENT

[To be prepared and filed by counsel to Lessor.]

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

CDIAC FILINGS

- Report of Proposed Debt Issuance *(Filed by [**Lessee Counsel**])*
- Report of Final Sale *(Post-closing--to be filed by [**Lessee Counsel**])*

LESSEE'S FORM W-9

[Lessee's signed Form W-9 on file with Lessor.]

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

ACCEPTANCE CERTIFICATE

Site Name: _____

Site Address: _____

Equipment Description: _____

Equipment Lease Purchase Agreement Date: _____

Installation Completion Date: _____

This certifies that the equipment covered by the above referenced Agreement has been installed in accordance with said Agreement and is hereby accepted.

County of Santa Cruz ("**Lessee**")

By: _____

Title: _____

Date: _____

Receipt of this Certificate of Acceptance of project in accordance with referenced agreement is acknowledged.

Central Coast Community Energy ("**Lessor**")

By: _____

Title: _____

Date: _____

Attachment: Contract_22C4549_12369_BoS-04-12-22 (12369 : Approve Equipment Lease Agreement with Central Coast Community Energy)

**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 \$ 2,000,000 ,
from Central Coast Community Energy ,
for the Plant Fund- Sheriff facility generator project 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 for 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 \$ 2,000,000 for the Plant Fund- Sheriff facility generator project program.

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
191018	42506			2,000,000	Loan Proceeds

and that such funds be and are hereby appointed as follows:

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
191018	86110			2,000,000	Buildings and Improvements

Attachment: Resolution AUD60 Receive Generator Financing into Plant Fund BOS 4-12-2022 AMS12369 (esign) (12369 : Approve Equipment

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, _____ by the following vote (requires four-fifths vote for approval):

AYES:

NOES:

ABSENT:

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: DocuSigned by: Marcus Pimentel Marcus Pimentel for Date: 4/4/2022
2CB2F282C05D424... Department Head 3/23/22 (AMS 12369)

COUNTY ADMINISTRATIVE OFFICER / X / Recommended to Board
/ _____ / Not Recommended to Board

APPROVED AS TO FORM:
DocuSigned by: Justin Graham
40E85AC0EDAD42D...
Office of the County Counsel 3/28/22 (AMS 12369)

APPROVED AS TO ACCOUNTING DETAIL:
DocuSigned by: Brian Howard
152F18E8B00B40F...
Auditor-Controller-Treasurer-Tax Collector (AMS 12369)

- Distribution:
- Auditor-Controller-Treasurer-Tax Collector
 - County Counsel
 - County Administrative Officer
 - Originating Department

Attachment: Resolution AUD60 Receive Generator Financing into Plant Fund BOS 4-12-2022 AMS12369 (esign) (12369 : Approve Equipment

Report SCZCM1000: County Form ADM-29

Contract No. 22C4549

Contractor V43485 CENTRAL COAST COMMUNITY ENERGY

Type	OT	Other		
Manager	MARCUS P		Security Code 3330	Gen Svcs - Fac Maint
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total
\$2,202,133.26	\$0.00	\$2,202,133.26	\$0.00	\$0.00
Administrator MARCUS P			CAL Sec CALSECI	Continuing Agreement Section I

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Gen Svcs - Fac Maint and CENTRAL COAST COMMUNITY ENERGY.

The agreement will provide Generator lease

Period of agreement is from 4/12/2022 to 4/11/2023.

Anticipated Cost is \$2,202,133.26.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 333300 - 74230 / JL - Principal on lease purchases	1	EA	\$2,000,000.0	\$2,000,000.0
.....						
2	2022	GL 333300 - 74420 / JL - Interest on lease purchase	1	EA	\$202,133.26	\$202,133.26
.....						

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/18/22 10:48:45	CAO082	Maite Arce	Contract Initiator	Self-Approved	Accepted
03/19/22 17:55:55	GSD044	Carol Johnson	Departmental Manager	Appropriations Are Available	Accepted
03/21/22 18:10:54	CAO103	Lana Martinez Davis	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

Attachment: ADM29_Contract 22C4549 (12369) : Approve Equipment Lease Agreement with Central Coast Community Energy



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: County Clerk / Elections

(831) 454-2060

Subject: Approve agreement with Netfile, Inc. for electronic filing

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Approve the agreement to reinstate, amend, and extend the contract through December 31, 2026, with NetFile, Inc., in the annual amount of \$18,000 for electronic filing of Form 700s and campaign disclosures; and
- 2) Authorize the County Clerk to sign the agreement and take related actions.

Executive Summary

The Santa Cruz County Clerk is the filing officer for Conflict of Interest Form 700 as well as campaign disclosure documents for candidates and committees formed to support or oppose ballot measures, and in accordance with County Ordinance 5219, all filing is done electronically. The County Clerk would like approval to extend the electronic filing agreement an additional three years at the current terms.

Background

The Santa Cruz County Clerk is the filing officer for Conflict of Interest Form 700 as well as campaign disclosure documents for candidates and committees formed to support or oppose ballot measures.

Public access to these documents is a vital and integral component of a fully informed electorate. Transparency in campaign financing and conflict of interests is critical in order to maintain public trust and support of the political process.

Since the adoption of County Ordinance 5219, Santa Cruz County Clerk has been using NetFile, Inc., a California company that has developed and maintains a system that permits electronic filing of Form 700s and campaign disclosure documents for governmental agencies. The NetFile system includes an online filer application, administration portal, and public viewing portal and also directly interfaces with the Fair Political Practice Commission (FPPC), the state agency that regulates these filings.

Analysis

As was hoped, moving to an electronic filing portal for the Conflict of Interest Form 700 and the campaign disclosure documents has been a great service to our candidates, campaign committees and the public not only during elections but also during non-election times. This portal provides greater transparency and ease for the public eliminating the need for public record requests or making the public travel to the County Clerk's office to view the documents.

NetFile, Inc. has agreed to retain the current annual rate of \$18,000 for the next contract period, effective from January 1, 2022 through December 31, 2026. All existing provisions from the prior five-year agreement remain the same.

Financial Impact

There is no additional impact to the County as the terms of the agreement remain the same, including the \$18,000 annual service charge. The amounts for the quarterly payments are included in the current year and requested 2022-23 budget, and will continue to be included in future budgets.

Strategic Plan Element(s)

6.A (County Operational Excellence: Customer Experience) - In addition to conforming with State law, extending the agreement for electronic filing of certain documents provides the residents of Santa Cruz County transparent and efficient information on conflict of interest and campaign filings.

Submitted by:

Tricia Webber

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a County Clerk Netfile Agreement 2022
- b Netfile Original Agreement 2015

**AGREEMENT TO REINSTATE, AMEND, AND EXTEND
THE PROFESSIONAL SERVICES AGREEMENT BY
AND BETWEEN THE COUNTY OF SANTA CRUZ AND NETFILE, INC.**

This Agreement (“**Agreement**”) shall serve to reinstate, amend, and extend an expired Professional Services Agreement (“**Contract**”) between the County of Santa Cruz (“**County**” or “**User**”), with its principal place of business located at 701 Ocean St., Room 310, Santa Cruz, California 95060, and "NetFile, Inc.", a California corporation, with its principal place of business located at 2707 Aurora Road, Mariposa, California 95338 (“**Contractor**” or “**Vendor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as a “**Party**.”

I. Background.

- a. The original Contract was approved by the Board of Supervisors of the County of Santa Cruz on December 15, 2015.
- b. The original term of the Contract was effective January 1, 2016, through January 1, 2021.
- c. The County and the Contractor now mutually wish to reinstate, amend, and extend the original Contract through this Agreement.

II. Effective Date of Agreement.

- a. This Agreement shall be effective January 1, 2022, (“**Effective Date**”), subject to subsequent approval by the Board of Supervisors of the County of Santa Cruz.

III. Reinstatement, Amendments, and Extensions to Contract.

- a. By executing this Agreement, the Parties agree that the following Contract provisions shall be changed in the following manner.

1. Provision #2: TERM OF AGREEMENT

This agreement is reinstated and effective from January 1, 2022, through and including December 31, 2026, unless subsequently modified by a written amendment.

2. Provision #3: COMPENSATION AND PAYMENT

County continues to receive a special pricing program by combining both NetFile based services to receive the discounted pricing as reflected in Exhibit A of the original Contract.

For the time period of January 1, 2022, through December 31, 2026, Contractor will bill County on a quarterly or annual basis for Services provided by Contractor **for an amount not to exceed \$18,000 annually**. County will pay Contractor within thirty (30) days of receipt of invoice by County.




- b. **All other existing provisions of the original Contract not specifically addressed by this Agreement shall remain unchanged and are now in full force and effect.** In the event of a conflict between the language of this Agreement and the Contract or any previous amendment of the Contract, the following order of precedence shall be as follows:
1. Provisions contained within this Agreement.
 2. Provisions contained within the Contract.
 3. Provisions contained within any Exhibit to the Contract.

IV. Attachments.

The following Attachments are attached to this Agreement and hereby incorporated into its terms by this reference as though set forth in full:

- a. Original Contract: “Agreement for the Performance of Services By and Between Santa Cruz County, California, and Netfile, Inc,” *including* Exhibit A; Scope of Services; Exhibit B: Schedule of Fees; and Exhibit C: Insurance Requirements.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

NETFILE, INC. (“Contractor”)	COUNTY OF SANTA CRUZ (“County”/”USER”)
Tom Diebert, Vice President & COO DocuSigned by:  B9E31FD8D9EC42D... _____ Date	Tricia Webber, County Clerk _____ Date
	APPROVED AS TO FORM: DocuSigned by:  1082D30064A9460... Office of County Counsel _____ Date
	APPROVED AS TO INSURANCE: DocuSigned by:  F88BB4ED1F11445... Risk Management _____ Date

Attachment: County Clerk Netfile Agreement 2022 (12365 : Approve agreement with Netfile, Inc. for electronic filing)

Certificate Of Completion

Envelope Id: 43406303EE8C4F56BE955487C529433D

Status: Sent

Subject: County Clerk Netfile Agreement (12365) BOS 4-12-22

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Rita Sanchez

AutoNav: Enabled

701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Rita.Sanchez@santacruzcounty.us

IP Address: 107.136.185.137

Record Tracking

Status: Original

Holder: Rita Sanchez

Location: DocuSign

3/31/2022 8:44:39 PM

Rita.Sanchez@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

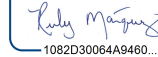
Ruby Marquez

ruby.marquez@santacruzcounty.us

Santa Cruz County Counsel's Office

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



1082D30064A9460...

Timestamp

Sent: 3/31/2022 9:34:56 PM

Viewed: 4/1/2022 11:12:05 AM

Signed: 4/1/2022 11:13:51 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 4/1/2022 11:12:05 AM

ID: f30fc103-fcb9-4d34-9813-ff75248629db

Enrique Sahagun

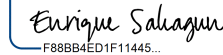
Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



F88BB4ED1F11445...

Sent: 4/1/2022 11:13:53 AM

Viewed: 4/1/2022 12:02:49 PM

Signed: 4/1/2022 12:04:25 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 2/28/2022 5:38:23 PM

ID: 53dded50-e6e0-41af-93b9-11ee12d5835c

Tom Diebert

diebert@netfile.com

Vice President

NetFile, Inc

Security Level: Email, Account Authentication
(None)

DocuSigned by:



B9E31FD8D9EC42D...

Sent: 4/1/2022 12:04:26 PM

Viewed: 4/1/2022 3:12:17 PM

Signed: 4/1/2022 3:14:21 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.182.61.31

Electronic Record and Signature Disclosure:

Accepted: 4/1/2022 3:12:17 PM

ID: 1da9a084-41ef-44fe-be72-bcf8cc696bb7

CBD eSignature

CBD.eSignature@santacruzcounty.us

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Sent: 4/1/2022 3:14:22 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 5:29:04 PM

ID: c4e5a2a3-4d71-4795-ac63-16aaad036e28

Attachment: County Clerk Netfile Agreement 2022 (12365) : Approve agreement with Netfile, Inc. for electronic filing)

Signer Events	Signature	Timestamp
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Tricia Webber
 tricia.webber@santacruzcounty.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 3/4/2022 3:25:56 PM
 ID: 077d8380-46c5-48c6-9a4e-81c8d74eea94

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/31/2022 9:34:56 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Attachment: County Clerk Netfile Agreement 2022 (12365 : Approve agreement with Netfile, Inc. for electronic filing)

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
SANTA CRUZ COUNTY, CALIFORNIA
AND
NETFILE, INC.**

This agreement for the performance of services (“Agreement”) is made and entered into on this 1st day of January, 2016 (“Effective Date”), by and between "NetFile, Inc.", a California corporation, with its principal place of business located at 2707 Aurora Road, Mariposa, California 95338 (“Contractor”), and Santa Cruz County, California, with its principal place of business located at 701 Ocean St., Room 210, Santa Cruz, California 95060 (“User”). User and Contractor may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

Whereas:

- A. User desires to obtain professional services more fully described in this Agreement;
- B. Contractor represents that it, and its sub-contractors, if any, have the professional qualifications, expertise, desire and any license(s) necessary to provide certain goods and/or required services of the quality and type which meet the User’s requirements; and,
- C. The Parties have specified in this Agreement the terms and conditions under which such services will be provided and paid for.

Contractor and User agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED

User contracts with Contractor to perform the services (“Services”) more fully described in Exhibit A entitled, “SCOPE OF SERVICES.” Exhibit A is attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by User at his/her own risk and expense.

2. TERM OF AGREEMENT

Unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of January 1, 2016 and terminate at the end of the day on January 1, 2021. The fee for this service is listed in the “Compensation and Payment” section below.

Attachment: Netfile Original Agreement 2015 (12365 : Approve agreement with Netfile, Inc. for electronic filing)

3. COMPENSATION AND PAYMENT

User is being offered a special pricing program by combining both NetFile based services to receive the discounted pricing as reflected in Exhibit A.

- a. For the time period of January 1, 2016 through January 1, 2021, Contractor will bill User on a quarterly basis or annual basis for Services provided by Contractor during the following quarter or year, subject to verification by User. User will pay Contractor within thirty (30) days of User's receipt of invoice.

4. NO ASSIGNMENT OF AGREEMENT

User and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of User.

5. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

6. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of User. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind User to any contracts or other obligations.

7. SUBCONTRACTING

None of the Services under this Agreement shall be performed by subcontractors unless Contractor specifically identifies subcontractors in writing and User pre-approves such subcontractors in writing. Contractor shall be as fully responsible to User for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

8. USE OF USER NAME OR EMBLEM

Contractor and its employees, agents and representatives will not, without the prior written consent of User in each instance, use in advertising, publicity or otherwise the name of User or any affiliate of User, or any officer or employee of User, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, agreement or simulation thereof owned by User or its affiliates, nor represent, directly or indirectly, that any product or service provided by Contractor has been approved or endorsed by User, nor refer to the existence of this Agreement in press releases,

advertising or materials distributed to prospective customers. Notwithstanding the foregoing, Contractor may acknowledge, when asked, that the User is a NetFile client.

9. AUDITS

User, through its authorized representatives, has the right during the term of this Agreement, and for three (3) years from the date of final payment for goods and/or Services provided under this Agreement, to audit the books and records of Contractor regarding matters covered by this Agreement. Contractor agrees to maintain accurate books and records in accordance with generally accepted accounting principles. Any expenses not so recorded shall be disallowed by User. Contractor agrees to help User meet any reporting requirements with respect to Contractor's Services if requested by User in writing.

10. QUALIFICATIONS OF CONTRACTOR

Contractor represents that its personnel are qualified to furnish Services of the type and quality which User requires. User expressly relies on Contractor's representations regarding its skills and knowledge. Contractor shall promptly perform all Services requested by User in a safe manner and in accordance with all federal, state, and local operation and safety regulations. Contractor shall work closely with and be guided by User. Contractor shall also perform all work in accordance with generally accepted business practices and performance standards of the industry.

11. MONITORING OF SERVICES

User may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to User policy and to the terms of this Agreement. User may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable User, county, state, and federal requirements. If any action of Contractor constitutes a breach, User may terminate this Agreement pursuant to the provisions described herein.

12. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from known defects, in a timely manner, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to User when defects are due to the negligence, errors or omissions of Contractor.

Contractor further warrants and represents that it is the owner of or has acquired the rights to use (including derivative rights) the software, technology or otherwise that is required to provide all related materials and services as set forth in Exhibit A, without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such third-party rights by Contractor.

Contractor further warrants that NetFile servers have a guarantee uptime of 99% and for so long as User shall pay the fees described in this Agreement (a) the System will be materially free of

errors, and (b) Contractor will provide the Professional Services in a professional and workmanlike manner consistent with the highest industry standards. Contractor further warrants, during the term of this Agreement, that (i) the NetFile servers will be free of any Harmful Code (as defined below), and (ii) Contractor will not interfere with or disrupt User's or the User's use of the System. For purposes of this Agreement, the term "Harmful Code" means any software code with the ability to damage, interfere with, or adversely affect computer programs, data files, or hardware without the consent or intent of the computer user. This definition includes, but is not limited to, self-replacing and self-propagating programming instructions commonly called "viruses," "Trojan horses" and "worms." Contractor agrees to implement reasonable procedures adequate to prevent any software, link or code provided to User hereunder from being contaminated with Harmful Code. If Contractor learns of or suspects the existence of any Harmful Code, Contractor will immediately notify User and make every effort to remove the Harmful Code. Contractor will immediately notify User of any data breach of their servers.

13. NON-DISCRIMINATION

EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, VENDOR agrees as follows:

A. The VENDOR 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, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The VENDOR 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 Agreement provides compensation in excess of \$50,000 to VENDOR and if VENDOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The VENDOR shall, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, 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 nonmerit 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; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the VENDOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in VENDOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the VENDOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said VENDOR may be declared ineligible for further agreements with the COUNTY.

(3) The VENDOR shall cause the foregoing provisions of this Section to be inserted in all subcontracts for any work covered under this Agreement 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.

14. 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 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 engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to User insurance policies with respect to employees assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C attached and incorporated by this reference.

16. AMENDMENTS

This Agreement may be amended only with the written consent of both Parties.

17. INTEGRATED DOCUMENT

This Agreement, including all attachments, embodies the entire agreement and understanding between Vendor and County with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this

Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by County which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Vendor. In the event of a conflict between the two documents, the Master Agreement shall take precedence.

18. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

19. LAW GOVERNING CONTRACT

This Agreement shall be governed and interpreted using the laws of the State of California.

20. DISPUTE RESOLUTION

a. **Informal Dispute Resolution.** If a dispute, controversy or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

b. **Formal Dispute Resolution.** In the event of any dispute between the parties which arises under this Agreement and cannot be resolved under Section 20.1 (“Informal Dispute Resolution”) above, such dispute shall be submitted to a mediator agreed upon by the parties. The mediation shall be conducted in the County of Santa Cruz, California, unless the parties consent to a different location. Each party shall bear their own costs associated with the mediation. Any questions involving contract interpretation shall be resolved using the laws of California

21. VENUE

The venue of any suit filed by either Party shall be vested in the state courts of Santa Cruz County, or if appropriate, in the United States District Court, Northern District of California.

23. CONFLICT OF INTERESTS

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no User officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the

provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise User if a conflict arises.

24. TERMINATION OF THE AGREEMENT

a. Termination Without Cause

Either Party may terminate this Agreement without cause by giving the other Party written notice (“Notice of Termination”) which clearly expresses that Party’s intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and User shall pay Contractor for all Services satisfactorily performed up to such date.

b. Termination For Cause

For purposes of this Agreement, the term “default” shall mean the failure of any Party to perform any material obligation in the time and manner provided by this Agreement. Either Party may terminate this Agreement in the event of a default by the other Party by providing a written Notice of Termination to the defaulting Party. Such Notice of Termination shall become effective no less than ten (10) calendar days after a Party receives such notice. Such Notice of Termination for cause shall include a statement by the terminating Party setting forth grounds for determination of default under the Agreement. In the event this Agreement is terminated for cause as set forth under this section, User shall pay Contractor for all Services satisfactorily performed up to the date the Agreement is terminated. User may deduct from such payment the amount of actual damage, if any, sustained by User due to Contractor’s failure to perform the Services or for breach of this Agreement.

c. Opportunity to Cure Default

Upon receipt of a Notice of Termination for Cause by a Party arising from its default under this Agreement, the defaulting Party shall have five (5) days from the receipt of such notice to cure the default by making such payment or performing the required obligation. If the default is cured to the mutual satisfaction of the Parties, the Agreement shall remain in effect upon written acceptance of the cure by the Party who issued the Notice of Termination for Cause.

In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations under this Agreement and it fails to cure the default within five (5) days after receipt of written notice of Termination for Cause from User, User may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the 6th day after Contractor's receipt of notice of Termination for Cause, and ending on the date that the default has been cured to the reasonable satisfaction of User, an amount that is in proportion to the magnitude of the default or the service that Contractor is not

providing. Upon curing of the default by Contractor, User will cause the withheld payments to be paid to Contractor, without interest.

d. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available by the User to support continuation of performance, the Agreement shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Agreement prior to termination.

25. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to User addressed as follows:

Santa Cruz County
County Clerk
701 Ocean St., Room 210
Santa Cruz, CA 95060

And to Contractor addressed as follows:

NetFile
2707 Aurora Road
Mariposa, CA 95338
or by facsimile at (209) 391-2200

26. HOSTING SERVICES

a. Availability of Services.

Subject to the terms of this Agreement, Contractor shall use its best efforts to provide online access to the User and filers of FPPC Statement of Economic Interests forms as well as Campaign Disclosure Forms for twenty-four (24) hours a day, seven (7) days a week upon completion of the parsed database and accepted by the User and thereafter, throughout the term of this Agreement. User agrees that from time to time Contractor's servers may be inaccessible or inoperable for various reasons, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Contractor may undertake from time to time; or (iii) causes beyond the control of Contractor or which were not reasonably foreseeable by Contractor, including interruption or failure of communications or transmission links, hostile network attacks or other failures (collectively "Downtime"). Contractor shall provide forty-eight (48) hour advance notice to User in the event of any scheduled Downtime. Contractor shall use its best efforts to minimize any disruption, inaccessibility and/or inoperability in connection with the Downtime, whether scheduled or not. In the event of any Downtime, User shall be entitled to a pro-rata reduction of any payments due and payable to Contractor for such period.

b. Backups

Contractor shall maintain backup servers and telecommunications connections and maintain weekly backups of User's database of FPPC Statement of Economic Interests Form filings on such backup servers. Contractor's disaster recovery and contingency planning, equipment, software, and telecommunications connections shall enable Contractor to provide User access on and from such backup servers within forty-eight (48) hours of any disruption in service.

c. Storage and Security

Contractor shall operate and maintain the servers in good working order with access restricted to qualified employees of Contractor and persons specifically designated by User. Contractor shall undertake and perform the measures set forth in Exhibit A to ensure the security, confidentiality subject to Section 27 d. below, and integrity of all User content and other proprietary information transmitted through or stored on Contractor's server(s), including, without limitation: (i) firewall protection; (ii) maintenance of independent archival and backup copies of the User's content; and (iii) protection from any network attack and other harmful, malicious, or disabling data, work, code or program.

d. Non-Disclosure

Contractor shall comply with all laws and regulations applicable to the gathering, processing, storing, transmitting and dissemination of personal information. Contractor will not disclose any personal information accepted as required pursuant to the FPPC Statement of Economic Interests Forms laws, without User's prior written consent, unless such disclosure is (i) authorized pursuant to the FPPC Disclosure laws; (ii) required by law or regulation, but only to the extent and for the purpose of such law or regulation; (iii) is in response to a valid order of any court of competent jurisdiction or other government body, but only to the extent of and for the purpose of such order, and only if Contractor first notifies User of the order and permits User to seek an appropriate protective order; or (iv) with written permission of User in compliance with any terms or conditions set by User regarding such disclosure.

28. LIABILITY FOR USER SCANNED DOCUMENTS

User accepts any and all liability resulting from the placement of documents scanned by the User that are made available on the Internet for public viewing through the services of the Contractor. In no event does the Contractor accept liability created by any document scanned into the System by the User.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly and authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

29. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the

termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County's activities. Contractor shall return to County all County assets or information in Contractor's possession.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

30. OFF-SHORE OUTSOURCING OF SERVICES

Vendor certifies that any services performed on any purchase order or contract with the County of Santa Cruz, either by Vendor, or any subcontractor, will be performed solely by workers within the United States.

31. LICENSE AND PERMITS

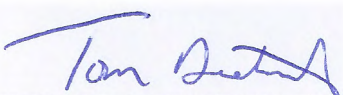
Vendor's employees shall possess all applicable licenses and certifications required by the State of California and the County of Santa Cruz. Such licenses and certifications are to be presented to the County prior to the contract signing. The Vendor shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

The Santa Cruz County,

Gail L. Pellerin
County Clerk

701 Ocean St., Room 210
Santa Cruz, CA 95060

NetFile, Inc.

By: 

TOM DIEBERT
Vice President
NetFile, Inc.

2707 Aurora Road
Mariposa, CA 95338
Telephone: (209) 742-4100
Facsimile: (209) 391-2200

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
SANTA CRUZ COUNTY, CALIFORNIA
AND
NETFILE**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the User by the Contractor under this Agreement are more fully described in the Contractor's proposal which is added to this Exhibit A and incorporated by this reference.

EXHIBIT A – CONTRACT SPECIFICS

A. Expected Outcome

NetFile will develop and maintain a system that permits the Santa Cruz County ("User") and users authorized by the User to (1) Electronic filing of FPPC Statement of Economic Interest, Form 700 ("SEI") to be available (in redacted form) for public viewing of documents over the Internet through a link on the User's website; (3) maintain a database of the FPPC SEI forms to track filings and generate filing deadline and amendment letters and (4) allow the User to scan SEI reports/forms not submitted electronically.

NetFile will develop and maintain a system that permits the Santa Cruz County ("User") and users authorized by the User to (1) Electronic filing of FPPC Campaign Disclosure statements for committees that have a filing responsibility to the User. This system includes an online filer application, admin portal, and public viewing portal.

NetFile's Campaign Disclosure system fully meets the requirements set forth in Assembly Bill 2452 which would enable the County to adopt a paperless filing ordinance for Campaign disclosure filings. NetFile's Form 700 system meets the requirements set forth in Assembly Bill 2062 which would enable the County to apply to the FPPC for Paperless filing status for the Form 700. The cost of the application fee with the FPPC will be paid in its entirety by NetFile.

B. Deliverables

NetFile will continue to have ready for use a system that permits (1) electronic filing of FPPC Statement of Economic Interest, Form 700 as well as FPPC Campaign Disclosure Statements (hereinafter collectively referred to as "FPPC Forms"); (2) availability of FPPC Forms in an electronic format to be available (in redacted form) for public viewing of documents over the Internet through a link on the User's website; (3) maintaining a database of the FPPC Forms to track filings and generate filing deadline and amendment letters and (4) allow the User to scan FPPC Forms not submitted electronically.

C. Scope of Service

1. From the date of execution of the service agreement, NetFile will develop and maintain a system that:

(a) For Filers Using the Internet:

- i. Allows the User to provide to Filers who have their own access to the Internet, a user ID and password which is used to log on to a secure site hosted on NetFile's web server but accessible via the User's web site.
- ii. Allows Filers who have their own access to the Internet, to log on to, enter data in, and upload to NetFile's secure site electronic formats of FPPC Statement of Economic Interest Forms.
- iii. Once the forms have been uploaded, NetFile's secure site validates the submitted filing and notifies the Filer that the filing was accepted or, if declined, explains why the filing was declined.
- iv. Allows Filers to print a copy, using Adobe Acrobat Reader, of the forms that they upload to NetFile's secure site.
- v. Allows Filers to access earlier validated electronically filed forms.

(b) For the User:

- i. Allows tracking of Filers and all electronically filed forms in a database.
- ii. Allows User to scan hard copy filings and post to the online searchable database provided a liability waiver is signed by the User absolving NetFile of any liability associated with manually redacted documents not under the control of NetFile during the redaction process.

(c) For All FPPC Forms Uploaded to NetFile's Secure Site:

- i. Produces two versions in .pdf format of the FPPC Forms: one version, not accessible by the public, will include all information as filed (non-redacted); the other version, accessible by the public, will have all street addresses and bank account information, if applicable, blocked from view.

(d) For the Public:

- i. Allows the public to search and view electronically filed documents (with street addresses and bank account information, if applicable, blocked from view) over the Internet.

- ii. If a document was not available electronically, NetFile's secure site will notify the searcher that the document is available for viewing in the office of the User Clerk.

2. NetFile's system will, among other things:

- Issue an ID number and password for Filers.
- Grant different user access and security levels for User staff.
- Store and edit general information about Filers.
- Store and edit all filings by individual statement periods where applicable.
- Generate notification letters telling the filer of the upcoming filing deadline.
- Indicate how filings were received.
- Track deadlines for filings and amendments and generate letters notifying Filers of delinquencies.
- Track delinquencies and generate letters notifying Filers of fines.
- Allow the public to search and view the database and complete list of electronic filings (with addresses and bank account information, if applicable, redacted) via the Internet.
- Allow the public to search and view the database and complete electronic filings (without addresses and bank account information redacted) on kiosk provided by the User located in office.
- Have sufficient back-up hardware and/or software and/or policies and procedures to ensure that data under the control of NetFile, relative to this Agreement, is not irretrievably lost or destroyed.
- All Web based interfaces will be developed using responsive web design.
- All public facing interfaces will be ADA compliant.

3. NetFile will also:

- Provide unlimited support to the User staff by email or phone during NetFile's normal working business hours.

4. All intellectual property, including existing source code or additional source code written for the purpose of developing this system for the User, will be the sole property of NetFile. If NetFile were to cease operations during the contractual period, NetFile would provide to the User all source code relative to the User's system.

D. Performance Standards

Performance standards are based upon providing deliverables according to the timeline for performance as determined by Project Manager, and whether the system meets the expected outcome in terms of timeliness and functionality.

NetFile servers have a guaranteed uptime of 99%.

F. Payment Schedule

The payment for ongoing services shall be as follows: NetFile will submit an invoice for continuing ongoing services of both the SEI and Campaign Systems, in the amount of \$4,500 per quarter ongoing starting on the day the contract is signed. If the County prefers an annual invoice, NetFile will submit an invoice in the amount of \$18,000 starting on the day the contract is signed. This fee amount covers all SEI filers and all the Campaign Disclosure filers. Payment terms are net 30 days from date of invoice.

G. Additional Terms Submitted by NetFile

-Limitation of Liability

The maximum liability to the User by NetFile and its licensors, if any, under this agreement, or arising out of any claim by the User related to NetFile's services, products, equipment or software for direct damages, whether in contract, tort or otherwise, shall be limited to the total amount of fees received during the last 12 months by NetFile from the User hereunder up to the time the cause of action giving rise to such liability occurred. In no event shall NetFile or its licensors be liable to the User for any indirect, incidental, consequential, or special damages related to the use of NetFile's services, products, equipment or software or NetFile's failure to perform its obligations under this agreement, even if advised of the possibility of such damages, regardless of whether NetFile or its licensors are negligent. Provided, however, that for any peril or exposure insured against under the insurance required pursuant to Exhibit C, the limits of liability to User by NetFile shall not be less than the amount of applicable, valid, and collectible insurance set forth in Exhibit C.

-Support

- Unlimited e-mail support for User Staff with guaranteed 1 working day turnaround
- Unlimited telephone support for User Staff during normal business hours of M-F 9:00 am to 5 pm.
- E-mail based filer help with guaranteed 3 working day turnaround

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
SANTA CRUZ COUNTY, CALIFORNIA
AND
NETFILE**

EXHIBIT B

SCHEDULE OF FEES

User shall pay Contractor the sum of \$4,500 dollars per quarter ongoing for the duration of the contract. Alternatively, if the County prefers one annual invoice, the User shall pay Contractor \$18,000 dollars per year for the duration of the contract.

All invoices shall be submitted to the User at the address shown below:

Santa Cruz County
County Clerk
701 Ocean St., Room 210
Santa Cruz, California 95060

Contractor shall submit the following information with each invoice:

- (a) Date of invoice;
- (b) Detailed description of Deliverable; and,
- (c) Price, as applicable

User and Contractor agree to negotiate in good faith as to any disputes regarding the payment of Contractor's invoices by User.

Renewal Fees: The Agreement may be extended by mutual agreement of both parties in writing.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
SANTA CRUZ COUNTY, CALIFORNIA
AND
NETFILE**

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the User, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage that shall in no event be less than, the following:

\$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

B. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: General Services Department
(831) 454-2210

Subject: Status Update: Emergency Work at Fire Stations and Rountree Detention Facility

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Accept and file status update on emergency actions R3-0147 and R3-0148 with Envirosafe, R3-0155 with Ifland Engineers and R3-0156 with Z-Con for work at the McDermott Fire Station, R3-0152 with Superior Tank Solutions for work at the Rountree Detention Facility and R3-0171 Sigler for the replacement of two air handling units (AHUs) at the Rountree Detention Facility;
- 2) Find that these works continue to be an emergency within the definition of Public Contract Code Section 1102;
- 3) Pursuant to Public Contract Code Section 22050, find by a four-fifths vote that there is a need to continue the action and that the nature of these emergencies will not allow time for a delay that would be caused by competitive bidding;
- 4) Direct the General Services Department to return with a report at each meeting on the progress of the emergency works through its completion, in accordance with Section 22050 of the Public Contract Code;
- 5) Adopt resolution accepting unanticipated revenue (AUD60) in the amount of \$250,000 into Plant Fund GL key 191018 for the replacement of two AHUs at the Rountree Detention Facility; and
- 6) Approve transfer of appropriations (AUD74) in the amount of \$250,000 from Contingencies and General Fund Sheriff funds for the replacement of two AHUs at the Rountree Detention Facility.

Background

McDermott

On May 3, 2021 the General Services Department issued emergency purchase order numbers to Envirosafe and on June 30 issued emergency purchase order numbers to Ifland Engineers and Z-Con for the engineering services, abatement of compromised fuel tanks and replacement and relocation of fuel tanks at the fire station.

Rountree Detention Facility

On May 25, 2021 the General Services Department issued an emergency purchase

order to Superior Tank Solutions for the rehabilitation of two 125,000 gallon above ground water storage tanks at the Rountree Detention Facility.

On January 3, 2022, the General Services Department requested emergency purchase order R3-0171 to Sigler Commercial HVAC Division for replacement of the mechanical system air handling units at the Medium Security Facility. Delivery is expected in late-May.

Analysis

McDermott Fire Stations

McDermott: Engineering drawings for the installation of the tank were completed and issued to the Builders Exchanges on November 17. A mandatory pre-bid site meeting was held on November 30, 2021 and an addendum was issued on December 3, 2021. The tank has been delivered and staged. A Notice of Award was issued to Monterey Peninsula Engineering to set the tank. Project execution started February 14th and as of March 28th, the project is approximately 60% complete.

Rountree Detention Facility

Rehabilitation of Above Ground Storage Tanks: One tank has been reconditioned and installation is nearly completed. The completion of the startup and use of the first tank has been delayed and the revised date of certification for use of the first tank is April 1, 2022. After which, the second tank will be drained and replaced with a new replacement tank. Target completion date is the end of May 2022.

Mechanical System Air Handling Units Replacement: Emergency purchase order R3-0171 in the initial amount of \$85,078 has been issued to Sigler Commercial HVAC division for the purchase of two new AHUs for the Rountree Medium Detention facility. The emergency purchase order has been increased by \$20,742 for Bacnet control boards, onsite mapping assistance and factory installed air smoke detectors. The increased cost can be absorbed within the project's current budget. General Services is preparing the bid package for the installation engineering work. The completion date of the bid package has been revised to March 29th and will be posted to the County Builder's Exchange by March 30th. General Services estimates a contract will be executed by the end of April to prepare the site for delivery of replacement AHUs, estimated to arrive May 29th.

Financial Impact

Funding for the Fire Station emergency project will be provided through County Fire's FY 2021-22 budget. The total cost for the McDermott Fire Station project is estimated at \$173,471.

Funding for the emergency storage tank replacement project is available in plant budget 191145, Structures and Improvements-Rehab, utilizing CERTS financing. The total cost for this project is \$416,900 including a 10% contingency.

The replacement of the Air Handling Units at Rountree is estimated to cost \$350,000. Actions 5 and 6 transfer \$100,000 from General Fund Contingencies (GL 131375/98700) and \$150,000 from various Sheriff services and supplies budgets to the plant budget (GL 191018/86110). The remaining \$100,000 will be utilized from the GSD deferred maintenance set-aside already within the Plant fund (GL 191018/86110).

Strategic Plan Element(s)

1.C (Comprehensive Health and Safety: Local Justice) - Provide facilities and equipment for the provision of services that ensure the safety of the public and personnel.

6.C (Operational Excellence: County Facilities and Systems) - Facility and equipment improvement support the responsible maintenance of County assets by repairing and replacing damaged facility infrastructure.

Submitted by:

Michael Beaton, Director

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Resolution AUD60 -Rountree Air Handling Units AMS 12461
- b Resolution AUD74-Rountree Air Handling Units AMS 12461

**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 \$ 250,000,
from the General Fund,
for the Plant Fund- Emergency Rountree Air Handlers Replacement 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 for 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 \$ 250,000 for the Plant Fund- Emergency Rountree Air Handlers Replacement program.

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
191018	42462			250,000	Operating Transfers In

and that such funds be and are hereby appointed as follows:

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
191018	86110			250,000	Buildings and Improvements

Attachment: Resolution AUD60 -Rountree Air Handling Units AMS 12461 (12461 : Status Update: Emergency Work at Fire Stations and Rountree

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, _____ by the following vote (requires four-fifths vote for approval):

AYES:

NOES:

ABSENT:


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: 3/2/2022
EC12BB19D82249E... Department Head

COUNTY ADMINISTRATIVE OFFICER / ____ / Recommended to Board
/ ____ / Not Recommended to Board

APPROVED AS TO FORM:

40E85ACDEB4D42D...
Office of the County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

34EB776760C14DE...
Auditor-Controller-Treasurer-Tax Collector

- Distribution:
- Auditor-Controller-Treasurer-Tax Collector
 - County Counsel
 - County Administrative Officer
 - Originating Department

Attachment: Resolution AUD60 -Rountree Air Handling Units AMS 12461 (12461 : Status Update: Emergency Work at Fire Stations and Rountree

Certificate Of Completion

Envelope Id: 7A7D9BCD7A784D32984BCBF020FF9BB5	Status: Completed
Subject: Please DocuSign: AUD60 -Rountree Air Handling Units R3-0171.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Luna Harter
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Luna.Harter@santacruzcounty.us
	IP Address: 63.194.190.100

Record Tracking

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Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Carol Johnson
 Carol.Johnson@santacruzcounty.us
 Dep Dir
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 63.194.190.100


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 Signed: 3/2/2022 2:43:07 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:02:24 AM
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Justin Graham
 Justin.Graham@santacruzcounty.us
 Reviewed as to form / Assistant County Counsel
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

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 Using IP Address: 63.194.190.100

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 Signed: 3/2/2022 3:08:01 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM
 ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Trevor MacGruer
 Trevor.MacGruer@santacruzcounty.us
 Sr. Departmental Administrative Analyst
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Using IP Address: 63.194.190.100

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Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 11:58:58 AM
 ID: cc335709-ee41-430b-bd54-96a463e073d5

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/2/2022 3:51:19 PM
Signing Complete	Security Checked	3/2/2022 3:51:56 PM
Completed	Security Checked	3/2/2022 3:51:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

COUNTY OF SANTA CRUZ
 REQUEST FOR TRANSFER OR REVISION
 OF BUDGET APPROPRIATIONS AND / OR FUNDS

Department: GSD
 Fund Number: 10110
 To: Board of Supervisors
 Requires 4/5 vote: Yes

Date: 2/24/2022

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 2022

AUDITOR-CONTROLLER USE ONLY			
Document #:	_____		
Description:	_____ / _____ / _____	#	_____
	Board Name	Agenda Date (mm/dd/yy)	Item No.
Entered by:	_____	Date:	_____

		GL Key	GL Object	JL Key	JL Object	Amount	Account Description	
TRANSFER	To	131220	90000			250,000	Transfers Out	
	From	662300	61730			75,000	Sheriff's Office Maintenance	
		131375	98700			100,000	General Fund Contingencies	
		662300	62219			20,000	Sheriff's PC Software Purchases	
		662300	62223			10,000	Sheriff's Supplies	
		662300	62381			10,000	Sheriff's Professional Services	
		662110	62217			35,000	Sheriff's Misc Noninventoriable Items	

Explanation:
 Transfer of various General Fund Sheriff funds and Contingencies to Plant fund for Emergency replacement of Air handling units at Rountree Detention center, Order R3-0171.

DocuSigned by:
 Name: Kathy Samms Title: Sheriff's Adm. Manager Date: 3/17/2022

Auditor-Controller's Action: I hereby certify that the unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated

Auditor-Controller, by [Signature], Deputy Date: 3/17/2022

Administrative Officer's Action: () Recommended to Board () Approved () Not Recommended or Approved

Administrative Officer: [Signature] Date: 3/18/2022

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing
 ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer
 County of Santa Cruz by an order duly entered in the minutes of said Board on
 _____ 20 ____, by _____, Deputy Clerk

Attachment: Resolution AUD74-Rountree Air Handling Units AMS 12461 (12461 : Status Update: Emergency Work at Fire Stations and Rountree

Certificate Of Completion

Envelope Id: CD9D6E57BC9048C2BB0EAA5AEA2FC6F4	Status: Completed
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Source Envelope:	
Document Pages: 1	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Luna.Harter@santacruzcounty.us
	IP Address: 63.194.190.100

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Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Kathy Samms
 Kathy.Samms@santacruzcounty.us
 Sheriff's Adm. Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 63.194.190.100

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 Signed: 3/17/2022 1:31:56 PM

Electronic Record and Signature Disclosure:

Accepted: 3/10/2022 2:48:44 PM
 ID: 96a12afb-14b4-43b7-8e1f-997d90f9cca9

Trevor MacGruer
 Trevor.MacGruer@santacruzcounty.us
 Sr. Departmental Administrative Analyst
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:

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Lana Martinez Davis
 lana.martinezdavis@santacruzcounty.us
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Attachment: Resolution AUD74-Rountree Air Handling Units AMS 12461 (12461 : Status Update: Emergency Work at Fire Stations and Rountree

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2022 1:20:26 PM
Certified Delivered	Security Checked	3/18/2022 9:37:20 AM
Signing Complete	Security Checked	3/18/2022 9:37:42 AM
Completed	Security Checked	3/18/2022 9:37:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: General Services Department
(831) 454-2210

Subject: Accept and File report on the Free Menstrual Product Pilot Program

Meeting Date: April 12, 2022

Recommended Action(s)

Accept and file report on the free menstrual product pilot program, Menstrual Equity for Santa Cruz County (ME4SCC), launch in County Facilities.

Executive Summary

Many people lack adequate access to menstrual products. This condition, referred to as period poverty, can cause disruptions in people's daily lives and cause harm to physical, mental, and emotional health. Last year, the state of California mandated that most public schools provide free menstrual products in their facilities. The General Services Department, in collaboration with the County Administrative Office and Public Health, is launching a 12-month free menstrual product pilot program in County facilities to address the local issue of period poverty and to gather information on how the program may be scaled in the future.

Background

Nearly two-thirds of low-income people with periods in the U.S. report being unable to afford menstrual products and frequently must decide between purchasing food or other necessities and menstrual products, as documented by Obstetrics & Gynecology (February 2019 - Volume 133 - Issue 2 - p 238-244) in their "Unmet Menstrual Hygiene Needs Among Low-Income Women" article (see website attached). This is referred to as period poverty and disproportionately impacts people experiencing homelessness, transgender people, youth, and low-income community members.

In October 2021, the Menstrual Equity for All Act (AB 367) was signed by Governor Newsom requiring free menstrual products in California public schools for grades 6-12, California State Universities, and Community Colleges starting in the Fall of 2022. While no mandate currently exists for other public entities to provide free menstrual products, some are voluntarily initiating menstrual product programs such as the City of Capitola, Santa Clara County, and San Diego County. Many County restroom facilities have menstrual product vending dispensers that charge for products. These dispensers have low utilization rates.

Analysis

The General Services Department, in partnership with the County Administrative Office and Public Health, is launching a 12-month free menstrual product pilot program named

Menstrual Equity for Santa Cruz County (ME4SCC). Pilot sites include selected restrooms on the 1st and 5th floors of 701 Ocean St., 1020 Emeline Ave., 1080 Emeline Ave., and Suites B, C, and D at 1430 Freedom Blvd. (see attachment). The following criteria were considered in selecting pilot sites:

- County Region
- Service Association
- Primary Users (Public or County Staff)
- Restroom Gender type

The current fee-for-product dispensers located in other County restrooms will remain.

The program is being communicated to several stakeholders. First, signage at the product dispensers identifies the program and display a QR code linking the user to the GSD website for further information and the ability to provide feedback. Pilot program facilities will have posted program information at entrances and within display cases. Restrooms in the pilot facilities without free products will display information about where free products are available. Internally, GSD staff have been working directly with County staff at each of the pilot sites and all County staff will be provided information about the program via a countywide employee email. The program will also be announced to the public.

Staff will record site-specific utilization for the 12-month pilot starting April 11, 2022. Frequent communication with site managers and custodial staff will be conducted for additional feedback. The goal of the pilot is to analyze utilization data, feedback, operational considerations, and costs. Pilot data will inform how the program could be scaled to include other County facilities.

Financial Impact

The 12-month pilot program is estimated to cost nearly \$42,000, including approximately \$13,500 in initial dispenser, installation, and signage costs. Estimated costs are estimated to be split nearly evenly between fiscal years with no additional appropriations anticipated in the current year. Health Services Agency, Human Services Department, and General Services have agreed to absorb pilot program costs in their respective facility budgets in the current and upcoming fiscal years.

Strategic Plan Element(s)

1.A (Comprehensive Health and Safety: Health Equity) - Promote a safe and healthy community that nurtures body and mind across all ages and social conditions.

1.A (Comprehensive Health & Safety: Community Support) - Provide access to food and basic support through integrated health care and social services.

Submitted by:

Michael Beaton, Director

Recommended by:

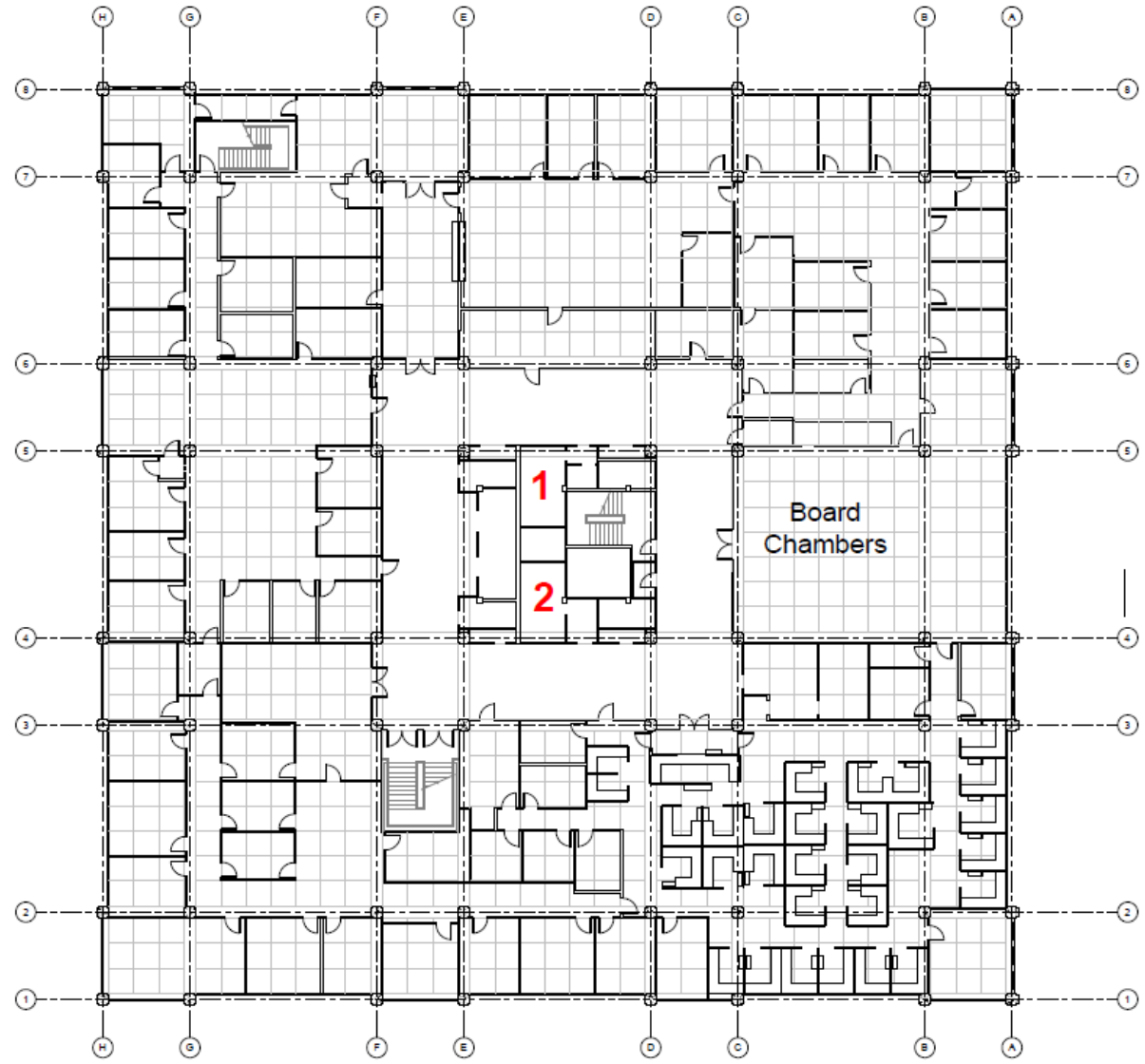
Carlos J. Palacios, County Administrative Officer

Attachments:

- a Free Menstrual Product Pilot Program Sites
- b Unmet Menstrual Hygiene Needs Among Low-Income Women

Free Menstrual Product Pilot Program Sites

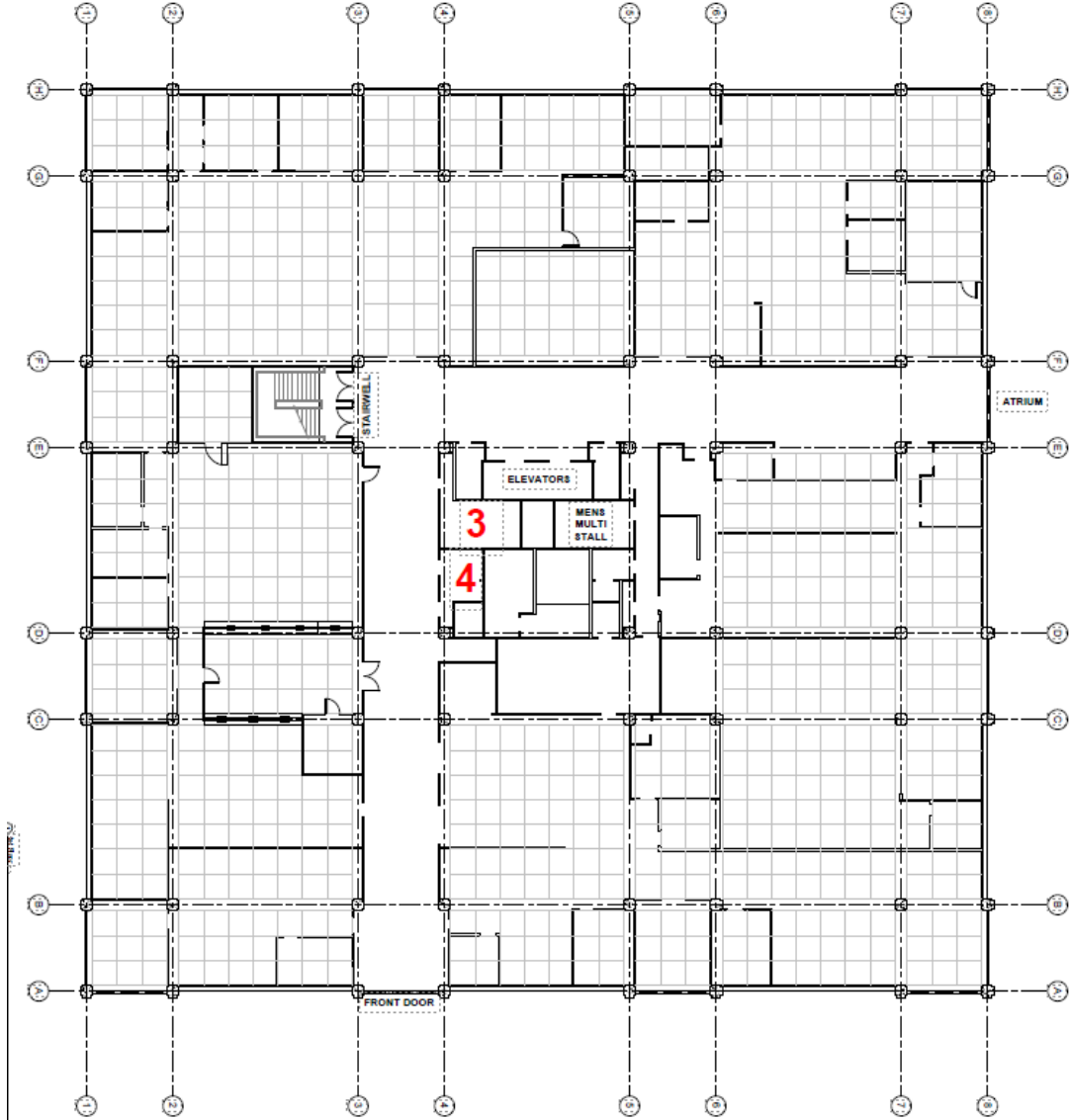
701 Ocean St.- 5th Floor



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2	Internal Staff	Women's Multiple Stall

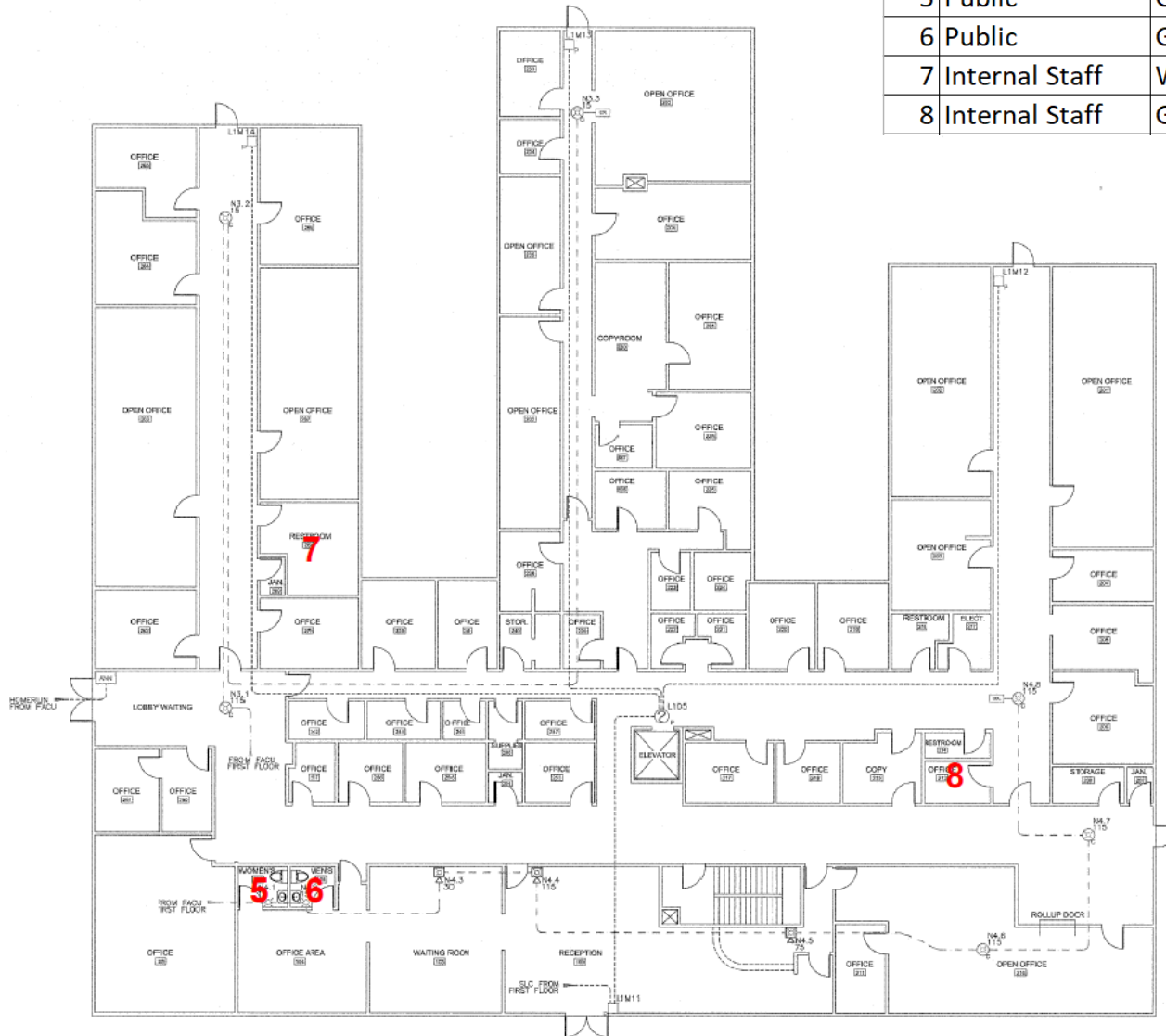
Attachment: Free Menstrual Product Pilot Program Sites (12481 : Accept and File report on the Free

701 Ocean St.- 1st Floor



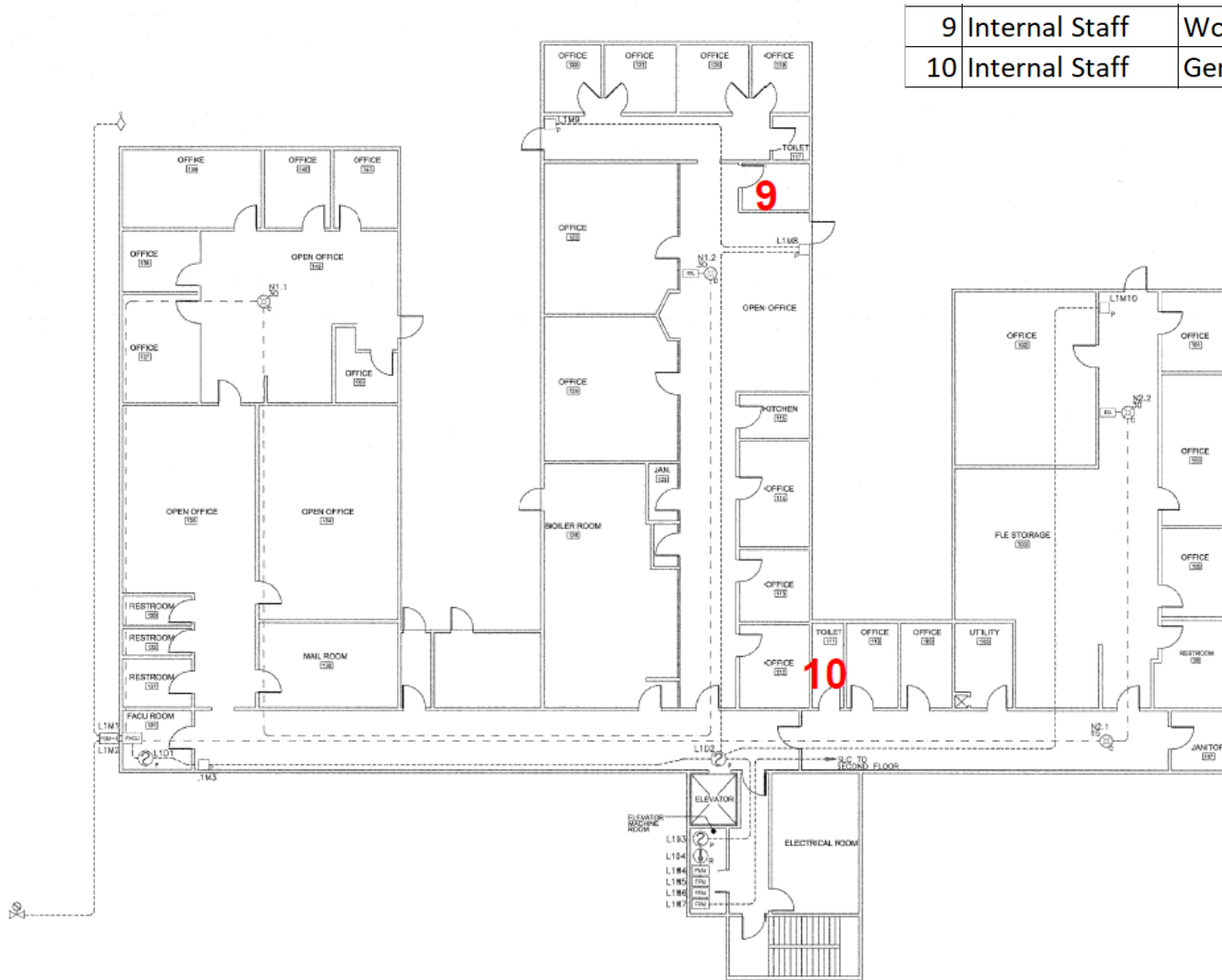
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4	Public	Gender Neutral

1020 Emeline- 2nd Floor



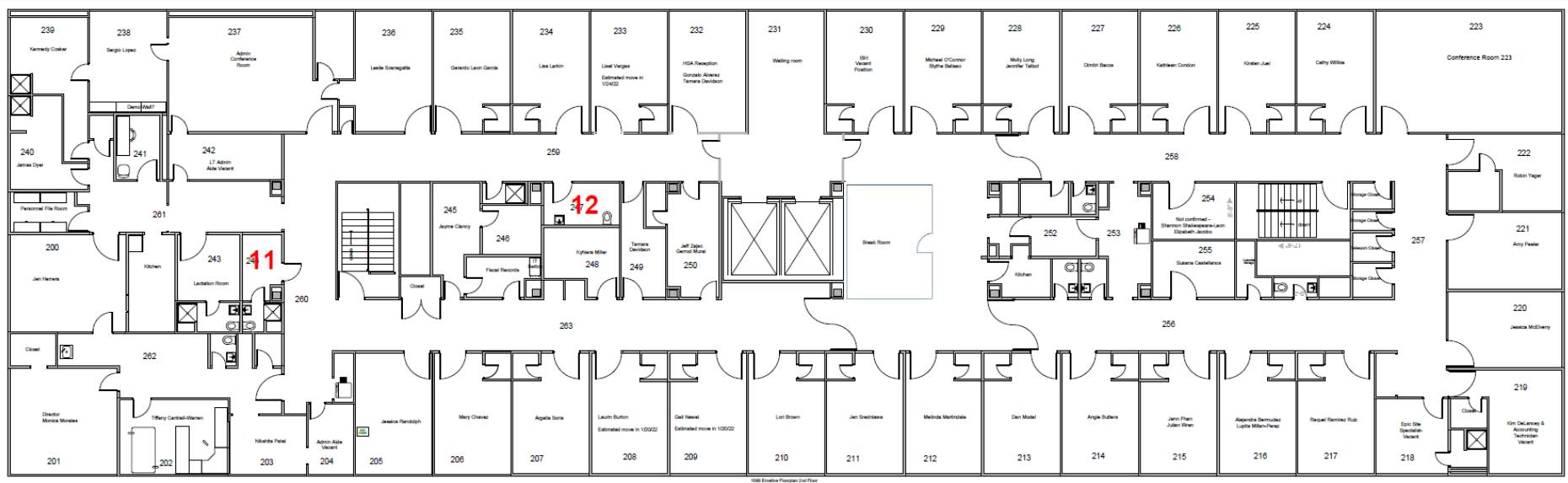
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6	Public	Gender Neutral
7	Internal Staff	Women's Multiple Stall
8	Internal Staff	Gender Neutral

1020 Emeline- 1st Floor



9	Internal Staff	Women's Multiple Stall
10	Internal Staff	Gender Neutral

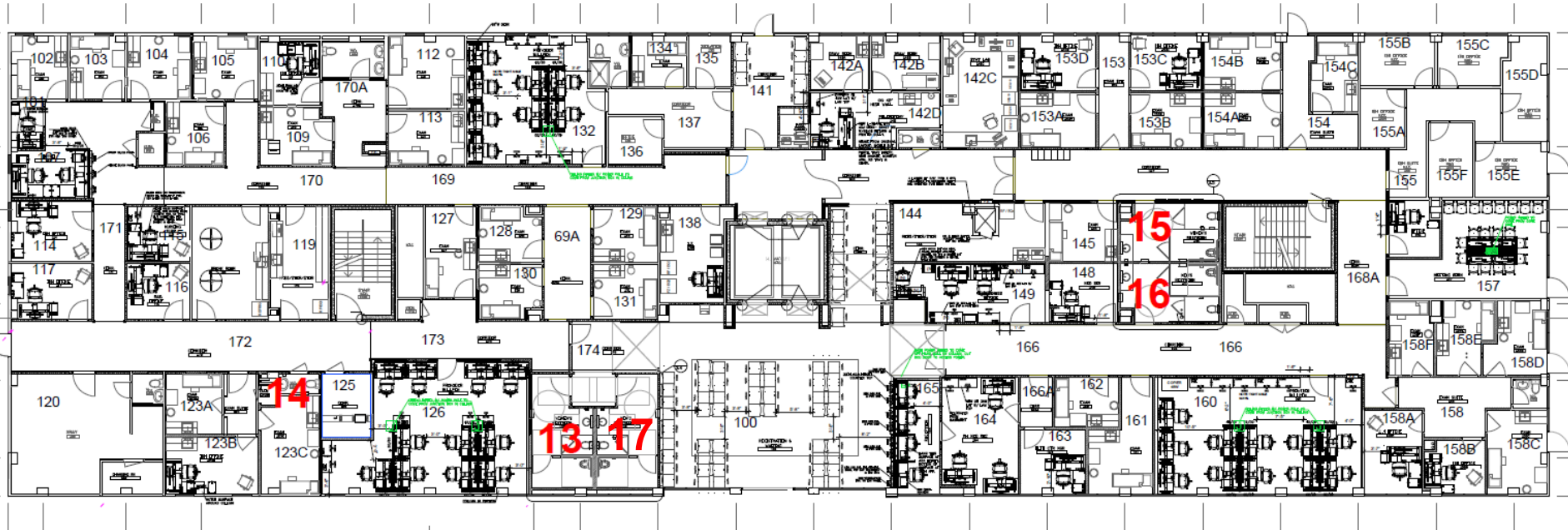
1080 Emeline- 2nd Floor



11	Internal Staff	Gender Neutral
12	Internal Staff	Gender Neutral

Attachment: Free Menstrual Product Pilot Program Sites (12481 : Accept and File report on the Free

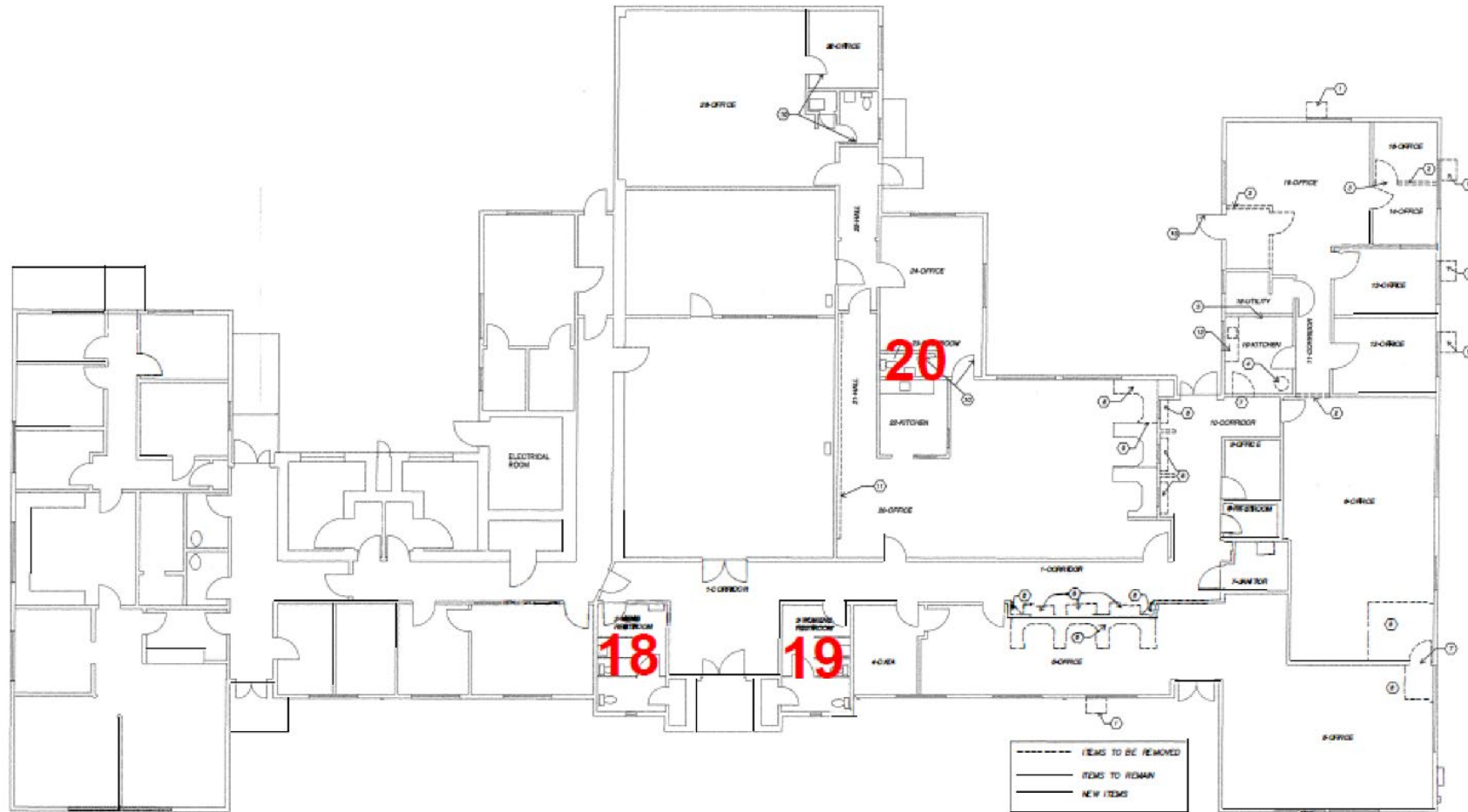
1080 Emeline- 1st Floor



13	Public	Women's Multiple Stall
14	Internal Staff	Gender Neutral
15	Public	Women's Multiple Stall
16	Public	Men's Multiple Stall
17	Public	Men's Multiple Stall

Attachment: Free Menstrual Product Pilot Program Sites (12481 : Accept and File report on the Free

1430 Freedom Blvd., Suite B



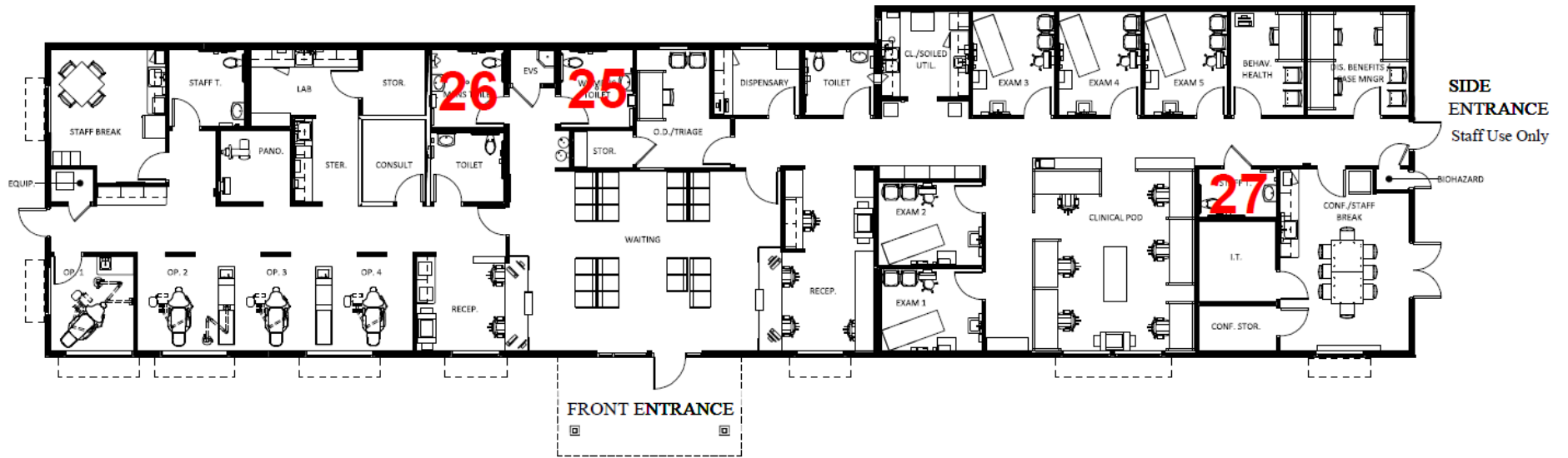
18	Public	Men's Multiple Stall
19	Public	Women's Multiple Stall
20	Internal Staff	Gender Neutral

1430 Freedom Blvd., Suite D



21	Public	Women's Multiple Stall
22	Public	Men's Multiple Stall
23	Public	Gender Neutral
24	Public	Gender Neutral

1430 Freedom Blvd., Suite C



25	Public	Women's Single Stall
26	Public	Men's Single Stall
27	Internal Staff	Gender Neutral

Attachment: Free Menstrual Product Pilot Program Sites (12481 : Accept and File report on the Free



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Information Services Department
(831) 454-2030

Subject: Request for Proposal for Broadband Consultant and accept and file status report on Cruzio activities

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Accept and file a report on the Santa Cruz County Broadband Activities Update;
- 2) Authorize the Information Services Department to release a Request for Proposals (RFP) No. 21P3-012, for a consultant to develop the Broadband Master Plan for the County of Santa Cruz.; and
- 3) Direct the Department of Information Services to return with contract(s) for award once the RFP process is complete.

Executive Summary

The County of Santa Cruz is undertaking several activities to further its broadband goals. These include tackling the Digital Divide through a grant program with Cruzio; evaluating a fiber project to improve communications technology between County facilities; and the recommended issuance of a Request for Proposals (RFP) for the development of a wide-ranging, comprehensive Broadband Master Plan.

Background

The Federal government and State of California have authorized several funding measures aimed expanding access to high-speed internet access. Taken together, these funding plans will provide an opportunity for the County of Santa Cruz to invest in broadband infrastructure to address the digital divide and improve the quality of life for residents throughout the county.

In March 2021, the Federal government enacted the American Rescue Plan Act (ARPA), a \$1.9 trillion package that included \$350 billion for state, local, and tribal governments. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) issued by the U.S. Treasury Department have guided how these funds can be allocated, including toward broadband projects. The County, as directed by the Board of Supervisors, allocated \$500,000 in ARPA funds toward expanding broadband throughout the county with an emphasis on minority, low-income, and rural communities who otherwise have insufficient internet connectivity.

On February 15, 2022, after a thorough bidding process, the Board of Supervisors authorized the \$500,000 allocation be granted to Cruzio Internet to expand affordable high-speed internet service throughout the county. The funding is expected to finance

the construction of 20 sites throughout the county, providing coverage for up to 4,000 households.

Analysis

High Speed Broadband Internet has become a vital part of our society and broadband infrastructure (e.g., conduit, fiber optics, and high-speed wireless equipment, etc.) is now as essential to our economy's health as roads, sidewalks, and bridges. Despite this growing need, however, there remains a persistent gap between those who have access to affordable high-speed internet service and those who do not. This gap has come to be known as the "digital divide."

The County is undertaking several initiatives to address the Digital Divide within the community as well as improve the County's communications infrastructure. Examples are below.

Cruzio Broadband Grant Update

As of April 1, 2022, ISD, working with County Supervisors' Offices for Districts 1, 2, and 4, have identified eleven priority sites. The process for Cruzio to make a site operational is to 1) identify the site; 2) secure an agreement with the property owner; 3) complete a technical site survey to ensure it meets connectivity requirements; and 4) complete construction, which consists of installing a rooftop high-speed broadband wireless antenna.

Of the 11 priority sites determined, 4 have had technical site surveys completed and are scheduled to be installed, and 3 sites are already completed and fully operational. A list of these sites and related statuses is included in the attachments.

ISD will continue meeting with Supervisors' Offices to complete the analysis for priority locations and, working with Cruzio, will manage the list of remaining sites to be constructed.

County-owned Fiber Optics System

The Community Development & Infrastructure Department (CDID) is currently undertaking the Soquel Drive Buffered Bike Lane and Congestion Mitigation Project (Project) in Santa Cruz County. The goal of the project is to install buffered bike lanes and enhance pedestrian facilities along Soquel Avenue/Soquel Drive consisting of civil, lighting, signal, and communication improvements. The current scope of work for communication installs a fiber optics system from La Fonda Way to State Park Drive along Soquel Avenue/Soquel Drive.

CDID, in cooperation with the City of Santa Cruz, is evaluating additional fiber optics to be added to the scope of work. The additional scope is to include fiber on Soquel Avenue from La Fonda Way to Seabright Avenue, north on Seabright Avenue to Water Street, and on Water Street from Seabright Avenue to Ocean Street and Pacific Avenue.

ISD is currently exploring the possibility of becoming a funding & collaborative partner on this additional scope with CDIC and the City of Santa Cruz. ISD would facilitate

connecting County owned fiber to the County offices at 701 Ocean St and installing a multi-gigabit fiber optic Internet service for use in County office buildings. This would vastly increase County Internet speeds; stage for future County facility inter-connectivity; and provide direct fiber connectivity from County offices to the Soquel Drive Buffered Bike Lane and Congestion Mitigation Project along Soquel Avenue/Soquel Drive.

ISD will determine the feasibility of partnering on this additional scope of work within the next several weeks.

County Broadband Planning

The County completed a broadband strategic plan in 2015 with a consultancy called DesignNine that was updated in 2017. The recommendations included building County owned broadband infrastructure that could be licensed to Internet service providers (ISPs), which could be supported by the upcoming state and federal funding.

To be best positioned for this undertaking, the County needs to better understand the broadband gaps and needs throughout the community. In order to determine this information, staff intends to update the 2017 broadband strategic plan.

The RFP can be issued immediately and tentatively awarded in May with final Board Approval planned for June 2022. Depending on the final negotiated scope of work, the completion of the Broadband Master Plan is expected to take six months.

The strategic planning process, while thorough, will not impede County broadband investments of available state and federal funding. Rather, the plan will guide those investments to ensure they are consistent with spending guidelines, the County is improving its infrastructure to deliver public services, and is best meeting the needs of its residents. In the near-term, ISD has identified enough immediate needs and opportunities through the most recent Broadband Grant RFP process to direct any near term funding to community oriented needs using a variety of broadband technologies. This includes completing the current Cruzio project to identify final sites after initial prioritization is complete, potentially constructing a County owned fiber network to interconnect primary County buildings for Internet and digital services at County locations, and partnerships with local education agencies and non-profits on expanding digital literacy programs.

Staff has developed a Request for Proposals (RFP) to solicit proposals from qualified Consultants to develop a long term, comprehensive Broadband Master Plan.

The scope of the Broadband Master Plan will be to guide the design, construction, implementation, maintenance, regulation, and funding of the County's fiber optics, wireless, and related broadband assets and technologies.

Among some of the key questions this plan will need to answer include:

- How can the County best utilize available federal and state funding to deliver high speed Internet service to areas within the county designated as underserved/unserved?

- What are the actual unmet/underserved needs of County residents for broadband services?
- Where should the County construct County-owned broadband infrastructure, such as conduit, dark fiber, and wireless technologies?
- What partners, public and private, should the County work with to achieve these goals?
- What is the long-term plan for maintaining and monetizing the infrastructure assets?

The strategic planning process will include County departments, the Board of Supervisors, incorporated cities, public partner agencies, residents & the general public, and private industry. In addition, the Consultant will provide design & engineering of the network and any future RFPs required to negotiate partnerships with Internet Service Providers (ISPs); maintenance providers; revenue sharing, etc.

Staff recommends the Board of Supervisors authorize the Information Services Department to issue the RFP, in accordance with County procurement rules, to solicit proposals from qualified Consultants.

The State of California, through the CPUC, has established a \$50 million "Local Agency Technical Assistance" grant program. Staff recommends the County apply for funding to reimburse the costs of developing the Broadband Master Plan.

Summary and Next Steps

This report outlines a three-part framework of next steps:

1. Staff continues working with Cruzio to deliver sites as determined by the \$500,000 County Grant Award. 11 priority sites have been identified; 4 are scheduled for the final site survey; and 3 are already live.
2. ISD is working with DPW-Transportation to evaluate the possibility of becoming a funding partner on a fiber scope of work. This will enable County owned fiber connectivity at County offices providing multi-gigabit Internet service; staging for future County fiber connectivity; and connectivity to the Soquel Avenue project.
3. Staff has developed an RFP to solicit proposals from qualified consultants to develop a Broadband Master Plan. Staff recommends the Board of Supervisors authorize ISD to release the RFP

Financial Impact

At the time of this report, the County is slated to receive \$10,323,008 in state funding for "last mile" broadband high-speed internet connectivity projects. Additional state funding designated to the County for "middle mile" projects as well as federal investments have yet to be determined.

Staff estimates that consultant services procured through the recommended RFP to update the Broadband Master Plan will cost \$300,000. Given that the award for this RFP will not occur until after the start of fiscal year 2023, staff intends to budget this cost into the County Technology Fund, leveraging current fiscal year unspent funds and new appropriations in the upcoming 2023 Propose Budget. Should the County be successful in being awarded the CPUC technical assistance grant, those grant funds

will be used in place of the proposed Technology Fund appropriations.

Strategic Plan Element(s)

1.C (Dynamic Economy: Local Business)

1.D (Dynamic Economy: Educational Opportunity)

Submitted by:

Tammie Weigl

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Cruzio Project Update
- b 21P3-012 Broadband Master Plan Project

Broadband Expansion Grant Agreement with Cruzio Project Update – April 1, 2022

Priority sites identified To Date

Site	District	Property Owner Agreement	Technical Evaluation	Construction
Tierra Pacifica Charter	1	COMPLETE	COMPLETE	Scheduled
Shoreline Middle	1	COMPLETE	COMPLETE	Scheduled
Del Mar Elementary	1	COMPLETE	COMPLETE	Pending
Live Oak Elementary	1	COMPLETE	COMPLETE	Scheduled
Calabasas Elementary	2	COMPLETE	COMPLETE	COMPLETE
Aptos High	2	COMPLETE	In Progress	Pending
1250 Buzzard Lagoon	2	COMPLETE	In Progress	Pending
Bradley Elementary	2	COMPLETE	In Progress	Pending
Alianza Charter	4	COMPLETE	COMPLETE	COMPLETE
Lakeview Middle	4	COMPLETE	COMPLETE	COMPLETE
Jardines Del Valle	4	COMPLETE	COMPLETE	Scheduled

Notes: Sites highlighted in yellow are fully constructed and operational. Sites in Districts 3 and 5 are pending coordination with Supervisors' Offices



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) #21P3-012

FOR

Broadband Master Plan Project

Question Deadline	5:00 PM; Pacific Daylight Time, April 22, 2022 Submit questions by email to Contact Person
Submittal Deadline	5:00 PM, Pacific Daylight Time, May 06, 2022 Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 rd floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna Soldate, Senior Buyer Email Shauna.Soldate@santacruzcounty.us Phone (831) 454-2526 Fax (831) 454-2710

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SECTION 1. INVITATION

Originally called “Branciforte,” the County of Santa Cruz (“County”), which means “holy cross” in Spanish, was established in 1850 as one of California’s original 27 counties. The 2021 estimated population of the County of Santa Cruz by the California Department of Finance was 261,115 with approximately 50% living in unincorporated areas and receiving municipal services directly from the County.

There are four incorporated cities within the county borders: Santa Cruz; Capitola; Scotts Valley; and Watsonville, encompassing an urban service area of 440 square miles. The County is geographically diverse with rural, mountainous regions in the north bordering San Mateo and Santa Clara Counties; beautiful beaches along the coast facing the Pacific Ocean, and urban/suburban areas leading to the South, bordering Monterey County.

The County is seeking a consultant to lead Staff through the creation of a Broadband Master Plan to guide the design, construction, implementation, maintenance, regulation, and funding of its fiber optics, wireless, and related broadband assets and technologies.

Among some of the key questions this plan will need to answer include:

- 1) How can the County best utilize available federal and state funding to deliver high speed Internet service to areas within the county designated as underserved/unserved?
- 2) What are the unmet/underserved needs of County residents for broadband services?
- 3) Where should the County construct County-owned broadband infrastructure, such as conduit, dark fiber, and wireless technologies?
- 4) What partners, public and private, should the County work with to achieve these goals?
- 5) What is the long-term plan for maintaining and monetizing the infrastructure assets?

The County is already undertaking broadband projects and the Master Plan should articulate a mission and vision that unifies these projects. In addition, the plan should include specific recommendations for appropriate policies, funding mechanisms, and maintenance plans to enable it.

The strategic planning process must include County Staff, the Board of Directors, incorporated cities, public partner agencies, the public, and private industry. The Consultant will work primarily with a team made up of County leadership, including its Information Services Department (ISD).

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Board Approval	4/12/22
Advertise RFP - Sentinel	4/12/22, 4/19/22
Release RFP	4/12/22
Question Deadline	4/22/22
Dissemination of Answers	4/29/22
Deadline for Submittals	5/06/22
Tentative Award	May 2022
Contract Negotiation	May-June 2022
Board Approval	Late June 2022

2.4 Submission of Proposal

- a) Respondent shall submit one (1) hardcopy set signed in blue ink and marked "ORIGINAL"; and one (1) electronic copy (USB drive) of the completed proposal as specified herein.
- b) Responses to the RFP shall be delivered in a sealed envelope, clearly marked RFP #21P3-012, addressed to:

GSD - Purchasing Division
 Attn: Shauna Soldate
 701 Ocean Street, Room 330
 Santa Cruz, CA 95060
- c) The deadline to submit proposals is **May 06, 2022, at 5:00 PM PDT.**

2.5 Public Opening of Proposals

There will be NO public opening for this RFP. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **May 06, 2022, at 5:00 PM PDT**. Respondent will be solely responsible for the timely delivery of their Proposal. Proposals will not be accepted after the deadline and will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person. No other individual has the authority to respond to any questions on behalf of the County unless authorized by the Contact Person in writing. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection

On-site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D.

2.11 References

Respondent shall complete and submit Exhibit B – Customer References with Proposal. 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.

2.12 Proposal Evaluation Criteria

- A. It is the County's intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Points
1.	Experience with Federal and State grant requirements and Grant writing/reporting.	10
2.	Experience working with Counties and Cities on broadband plans Experience with California jurisdictions preferred.	20
3.	Demonstrated ability in broadband network technical design and engineering	15
4.	Compliance with the RFP requirements, terms and conditions, organization, statement of work, and approach to the project.	20
5.	Demonstrated ability developing Broadband Master Plans in rural/semi-rural communities.	20
6.	Proposal cost.	15
Total Possible Points		100

- 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 contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability. There may be multiple awards from this RFP.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through 2024. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 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.

2.15 Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 Respondent Responsibility 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 contract 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 contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent 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. Respondent shall provide a brief statement of company background including years in business and experience of support staff.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.

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 contract awarded as a result of this RFP.

If issued, a written addendum will be faxed or emailed or mailed to all prospective respondents.

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 Protests and Appeals Procedures

Refer to Exhibit E – Protest and Appeals Procedures.

SECTION 3. STATEMENT OF WORK

3.1 Overview

The County of Santa Cruz is soliciting proposals from experienced consultants to assist the County in the development of a Broadband Master Plan. This plan will address the design and build-out of a countywide broadband strategy and include plans for implementation.

The Broadband Master Plan is intended to identify specific actions and projects that the County can undertake to best construct a County-owned fiber network, promote the deployment of broadband infrastructure within the County with Internet Service Providers (ISPs), and enable “Smart County” applications that can be deployed by the County.

3.2 Scope

A. Project Description

The Broadband Master Plan must address the following action items:

- Identify existing broadband infrastructure in the County of Santa Cruz.
- Identify gaps in the existing broadband infrastructure within the County.
- Develop a route map that the County can use for the construction of a County-owned dark fiber network.
- Recommend actions the County can consider to improve broadband infrastructure/services.
- Identify potential partners/subject matter experts for County broadband network infrastructure improvement, both public and private.
- Identify suitable anchor institutions for the fiber network, including County-owned facilities and agencies, that can benefit from high-speed connectivity to a County-owned network.
- Recommend actions for wireless infrastructure services.
- Assist the County in preparing a plan to deploy federal/state funding for these projects in compliance with funding requirements set forth under these programs.
- Provide design & engineering services for the County owned fiber network.

B. Existing Broadband Projects

The County of Santa Cruz has several projects currently underway which should be taken into consideration in the Broadband Master Plan to ensure that projects are complementary.

1. County Broadband Grant

The County awarded a \$500,000 grant to Cruzio Networks to expand the Access Santa Cruz project to 20 new locations throughout the County. Cruzio is deploying high speed fixed wireless sites.

2. County Transportation Fiber Network

The County’s Department of Public Works is currently undertaking a traffic modernization project along Soquel Drive, running east to west, throughout the County that will include 5 miles of newly constructed County-owned dark fiber.

3. Previous Broadband Studies

In 2015, the County worked with Design Line Broadband Planners to develop a Broadband Network Rapid Assessment. This included plans for a dark fiber network to be constructed by the County as a catalyst for economic development. The Assessment included route maps that can be used as a reference, and should be updated as part of the Broadband Master Plan.

Two years later, in 2017, Design Line Broadband Planners updated the Rapid Assessment to include guidance on wireless technologies and wireless/fiber hybrid networks.

Also, The Central Coast Broadband Consortium, led by Tellus Venture Associates, developed a map of underserved and unserved areas of the County. It can be found at <https://centralcoastbroadbandconsortium.org/map/>. This was done during the construction of the completed Sunesys (now owned by Crown Castle Fiber) middle mile network.

In addition, the State of California has released its Interactive Broadband Map that shows where it has identified unserved/underserved areas in the County according to its own metrics.

Materials for all current and past projects will be provided to the awarded Respondent during the initial phase of the project.

C. Scope of Services

The Scope of Work should include the following tasks, which are intended to meet the objectives described above:

- Kick-Off Meeting: Complete a kick-off meeting with County staff to discuss project objectives, goals, and tasks; share information already held by the County as described in Section B above.
- Inventory of existing providers and broadband assets: Identify current broadband service providers operating in the County and the locations of existing fiber-optic infrastructure in the County.
- Gap Analysis: Identify areas in the County that are well-served, underserved, and unserved. This analysis needs to be reflective of data provided by the State of California and, where needed, should identify areas where there are unmet/underserved needs that have not been identified by the State. Assist the County in presenting data to the State regarding these locations and why they are suitable for buildout with state/federal funding.
- Asset Inventory: Identify the County's current assets that may be utilized to develop a County owned broadband network, including surveying all County-owned and leased facilities that could be connected to the network, including interviews with key staff from County agencies and departments, including the General Services Facilities Division.
- Engagement of Broadband Providers: Develop a plan to engage Internet Service Providers, infrastructure providers, PG&E, and other private partners.
- Engagement of Public Sector Partners: Develop a plan to engage partners such as incorporated cities within the County, Santa Cruz Metropolitan Transit District (MTD); local school districts; and other possible partners.
- Engagement of the Community: Develop a plan to engage residents through workshops and events to collect ground level feedback, including Countywide online surveys and assessments of unmet/underserved areas.

- Identification of Anchors: Identify potential anchor customers including businesses, hospitals, stores, and public partners that may benefit from a County-owned network.
- Rural Buildout: Identify solutions to deliver broadband to rural and mountainous areas of the County.
- Assess the County's wireless capabilities, including 5G, CBRS/Private LTE, etc.
- Recommend actions to promote broadband and 5G deployment, such as "dig once" ordinances and develop community engagement.
- Working with County GIS team, maintain records of all assets and maps.
- Develop network design & engineering plans. Advise on maintenance models for any implemented County-owned fiber optic network.
- Identify additional funding sources, including State/Federal funding as well as other grants.
- Identify potential funding sources that can provide ongoing maintenance and operations.
- Provide end to end Project Management of Broadband Master Plan process, including presentations as required to County Board of Supervisors.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through June 30, 2024 or until services are complete.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract 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 Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit H – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
 1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. 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. 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.
- b. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted 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) Contractor is engaged in a distinct occupation or business; (3) 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; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor 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) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor 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. 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 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. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under 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.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under 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 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 Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz Request for Proposal #21P3-012. Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

Respondent shall include with their proposal:

1. Letter of Transmittal with information regarding your company and a statement of qualifications to provide the services requested in this RFP.
2. Description of the company, including location, number of employees, number of years of experience providing long range broad planning services, available resources, and other information necessary to determine capacity of the company to provide services described in Section 3.
3. Description of experience developing public-sector broadband plans with cities and counties, preferably in California.
4. Business and technical plan describing the method to provide deliverables in Section 3.2 C.
5. Detailed timeline of the project.
6. Proposed project performance goals and metrics.
7. Provide resumes of project team that would be assigned to this project. Also provide Business Continuation Plan to ensure that services remain consistent through completion of the Broadband Master Plan.
8. Provide comprehensive cost estimate by project milestone.
9. Completed Official RFP Form
10. Completed Exhibit Forms
 - A. Exhibit A: Respondent Fact Sheet
 - B. Exhibit B: Customer References
 - C. Exhibit C: Designation of Subcontractors
 - D. Exhibit D: Non-Collusion Declaration
 - E. Exhibit E: Protests and Appeals Procedures

Compliance

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal? Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

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 _____, 2022

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

SECTION 6. EXHIBITS

**EXHIBIT A
Respondent Fact Sheet**

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

___ Sole Proprietor ___ Partnership ___ Corporation
___ Government ___ Fiduciary ___ Other

Is Contractor:

- 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 next page.
If yes, indicate composition of ownership below.

___% Disabled ___% Women ___% Black
___% Hispanic ___% Asian American ___% Native American

Contractor has been in continuous operation under the present business name for ___ years.

Contractor'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):

Attachment: 21P3-012 Broadband Master Plan Project (12517 : Request for Proposal for Broadband Consultant and accept and file status report

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: _____

Attachment: 21P3-012 Broadband Master Plan Project (12517 : Request for Proposal for Broadband Consultant and accept and file status report

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 WITH Proposal

I, _____, am the
(Name)

_____ of _____,
(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

Attachment: 21P3-012 Broadband Master Plan Project (12517 : Request for Proposal for Broadband Consultant and accept and file status report

EXHIBIT E
Protests and Appeals Procedures

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or Respondent 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 Respondent 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 F
Insurance Requirements

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Respondent 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 RESPONDENT'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 RESPONDENT and third persons.
- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

RESPONDENT, 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 RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT 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, RESPONDENT 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 RESPONDENT utilizes one or more subcontractors in the performance of this Permit, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Permit, unless RESPONDENT 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 Respondent has no employees and certifies to that fact.
- b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Respondent'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 Respondent does not drive a vehicle in conjunction with any part of the performance of Permit and Respondent 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 \$1,000,000 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 Respondent 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, Respondent 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. Respondent 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 Respondent, 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 Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent 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. Respondent 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 Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.
- f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent 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.



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Personnel: Employee Relations and Salary Administration
(831) 454-2600

Subject: Approve the General Representation (SEIU) Memorandum of Understanding

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Approve the Memorandum of Understanding (MOU) for the General Representation Unit; and
- 2) Authorize the Director of Personnel to sign the MOU.

Executive Summary

The tentative agreements for the General Representation Unit have been incorporated into the MOU, which now requires the Boards final approval.

Background

Tentative agreement was reached with the General Representation Unit for a three-year agreement, which was approved by the Board on February 15, 2022, with the direction to bring back the MOU for final approval. The provisions of the tentative agreements have been incorporated into the MOU which are attached for your final approval.

Financial Impact

The sources of funding for these increases are Federal and State funding, departmental revenues, and general fund. County funds will be allocated in the budget for the current year and will be incorporated in the budget for future fiscal years.

Strategic Plan Element(s)

Approval of these agreements supports the Strategic Plan elements of:

- 6.B (Operational Excellence: County Workforce)

Attract, grow, and retain a diverse, engaged and high-performing County workforce that reflects our community.

Submitted by:

Ajita Patel, Personnel Director

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

a SEIU MOU 2021-2024

MEMORANDUM OF UNDERSTANDING

FOR THE GENERAL REPRESENTATION UNIT

COUNTY OF SANTA CRUZ

SEIU LOCAL 521



September 19, 20201 THROUGH SEPTEMBER 18, 20244

available on-line at:
sccounty01.co.santa-cruz.ca.us/personnel

Attachment: SEIU MOU 2021-2024 (12302 : Approve the General Representation (SEIU) Memorandum of Understanding)

**GENERAL REPRESENTATION UNIT
MEMORANDUM OF UNDERSTANDING
2020~~1~~ -202~~14~~**

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ARTICLE 1 MEMORANDUM OF UNDERSTANDING: INTRODUCTION

This is a Memorandum of Understanding between the County of Santa Cruz and the Service Employees International Union Local 521 for the General Representation Unit. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State law and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and SEIU Local 521 for County employees for the period ~~September 19, 2020 through September 18, 2021~~ September 19, 2021 through September 18, 2024 for all provisions, and supersedes all previous agreements. ~~Unless otherwise specified herein, all provisions of this agreement became effective October 22, 2016 for the term of the previous contract period September 24, 2016—September 18, 2020 and will continue through the one-year contract extension.~~

It is understood and agreed that this MOU represents a complete and final understanding on all negotiable issues between the County and SEIU Local 521 on behalf of the General Representation Unit. This Agreement supersedes all previous memoranda of understanding or agreements between the parties on matters within the scope of representation except as specifically referred to in this Agreement. All ordinances, resolutions, minute orders or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions of this Agreement.

The provisions herein shall remain in effect for the life of the Agreement and unless otherwise stated neither party is obligated to reopen on any matter covered in this Agreement. In the event any new practice, subject or matter arises during the term of this Agreement which is subject to meet and confer and an action is proposed by the County, SEIU Local 521 on behalf of the General Representation Unit shall be afforded notice pursuant to the County's Employer-Employee Relations Policy and shall have the right to meet and confer upon request. In the absence of any agreement, nothing herein is intended to limit the rights of the parties to take action in accordance with the law and this MOU.

It is understood and agreed that implementation of this Memorandum of Understanding will require certain modification by Board action to the salary, compensation and leave provisions of Section 160 (Salary, Compensations and Leave Provisions) of the Personnel Regulations by Board action.

ARTICLE 2 RECOGNITION

2.1 The County of Santa Cruz recognizes Service Employees International Union Local 521, (hereinafter referred to as "Union") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions and extra help positions within the General Representation Unit.

2.2 The County agrees to pay Auditor-Controller charges for the cost of payroll deductions for Union dues and premiums for existing insurances.

2.3 The County agrees to continue to provide a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) for employees in the General Representation Unit, subject to the following conditions:

A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the County.

- B. Payroll deductions shall commence on the first pay period following the County's receipt of a completed authorization form.
- C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
- D. Charges by the Auditor-Controller for the cost of administration of the program shall be paid for by the Union.
- E. The Union shall indemnify, defend and hold the County, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by this County under the provisions of this Section 2.3.

ARTICLE 3 UNION ACTIVITIES

3.1 STEWARDS

The Union agrees to notify the County of their Stewards on a quarterly basis. At least one Steward shall be allowed in each department. If a department has more than one physical work location, a Steward shall be allowed at each separate physical work location. If more than twenty-five (25) employees in the same department are assigned to one physical work location, one (1) Steward shall be allowed for each twenty-five (25) or fraction thereof. The Union may request additional Stewards where departmental circumstances warrant such action and department heads are authorized to grant such requests where circumstances warrant. Alternate Stewards may be designated to serve in the absence of the Steward. The County and Union will jointly offer an eight (8)-hour basic Shop Steward training course once per calendar a year as part of the Training Task Force program. The County agrees to provide release time for one (1) eight (8) hour Shop Steward training per calendar year in addition to the joint training session. Release time shall be authorized in accordance with MOU Attachment C. When Shop Stewards communicate with the County on issues within the scope of representation, they must identify themselves as Shop Stewards.

3.2 BULLETIN BOARDS

The Union, where it represents employees of a County department, shall be provided, by that department, use of adequate and accessible space on bulletin boards for communication.

3.3 DISTRIBUTION

The Union may distribute official union material to employees in its Representation Unit through normal channels.

3.4 VISITS BY AUTHORIZED UNION REPRESENTATIVES

The authorized Union Representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work.

3.5 COUNTY FACILITIES

County buildings and other facilities shall be made available for use by the Union or the Representative in accordance with administrative procedures governing such use.

3.6 NOTIFICATIONS

A. Notification of Change in Status.

It shall be the duty of the County to notify the Union whenever the services of any County employee in a class in this unit are engaged or terminated.

B. Disciplinary Action.

The County shall notify the Union in writing of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding. The same day that the notice of intended action is served to the employee, a copy of the notice shall be either a) hand-delivered to the Union with all attachments, ~~or~~ b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments, ~~or~~ c) emailed to the Union Member Resource Center and designated Union Organizer with all attachments. It shall be the Union's responsibility to provide the County with the appropriate email addresses and departmental assignments.

C. Bargaining Unit Employee Information

i. AB 119 Information

The County shall provide the Union with remote access to an electronic formatted file with a comprehensive list of all employees covered by this MOU that includes each employee's name, employee number, job title, department, work location, work, home, and personal cellular telephone numbers, personal email address (if on file with the County) and home address. The Union shall provide the County with the names of two Union employees who will be provided with passwords and instructions on how to access this information.

ii. Other Miscellaneous Reports

The County shall, on a bi-weekly basis, provide the Union with an electronic formatted file with payroll information that includes the employee name, date of birth, job title and department, as well as retiree names and addresses on a monthly electronic basis.

The County agrees to continue to provide monthly dues deduction status reports, quarterly unit census data reports, and termination member reports (with retirements identified), and new hire member reports at no cost to the Union, in a standardized electronic format.

D. Union Notification.

Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be

adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption. The impasse procedures shall be in accordance with Government Code Section 3505.

E. Contracting Out.

The County agrees that prior to taking action to contract out functions or activities now performed by employees in the General Representation Unit, the County shall provide the Union with reasonable written notice and shall meet with the Union and discuss alternative ways to achieving the County's objectives. The County agrees that, prior to taking action to layoff employees in the General Representation Unit, the County shall discuss alternative ways of achieving the County's objectives with the Union.

At least two weeks prior to the issuance of a Request For Proposal (RFP) to contract out work now performed by employees of the General Representation Unit, the County will provide the Union with notice of the County's intent to issue the RFP.

3.7 UNION LEAVE AND TIME OFF

The County acknowledges that County employees who are Union board members or Shop Stewards have an important role in development and maintenance of harmonious labor relations. Further, the County acknowledges that effective representation requires participation in training and Union activities and that reasonable time off ~~without pay~~ should be available for such purposes.

The Union acknowledges the County's priority for County programs, ~~and~~ services and projects. The Union accordingly recognizes the need for the provision of notice and as well as reasonable limitations in the administration of this Article. ~~Further, the~~ The Union thus recognizes that approval of leave under this Article may not be granted if an employee/Union board member or Shop Steward may have has specialized skills, talents, abilities and knowledge, which that are necessary and which cannot be reasonably replaced.

In accordance with Government Code 3558.8, the County will continue to pay the employee their regular compensation during leave which is approved under this Article and will continue to make its regular contributions toward the employee's retirement and insurance benefits/in-lieu stipends during that leave. Employees shall likewise continue to make their normal retirement and insurance contributions during approved Union leave under this Article.

The Personnel Department shall coordinate with the employee's department and the Auditor's Office to invoice the Union for the full cost of any compensation and benefits paid to or on behalf of the employee during their Union leave, and the Union shall reimburse the County for those costs within 30 days of receipt of the invoice. Reimbursable compensation shall include wages and any retirement contributions and insurance/in-lieu stipend payments made by the County on behalf of the employee and their dependents.

A. Short-Term Union Leave with Pay

The County and Union agree that an employee/Union board member or Shop Steward shall be entitled to an aggregate of ~~ten (10)~~ twenty-five (25) working days per year time off without loss of pay or other benefits for Union trainings and other activities, including activities of any statewide or national employee organization with which the Union is affiliated, subject to the following limitations:

- A. 1. The employee must request leave under this section (3.7.A) at least ~~two (2)~~ two (2) weeks in advance of the first day of the proposed leave using ~~notice of each absence, unless mutually waived the~~ County's Employee Request for Time Off form (PER 1082A).
2. If the timing of the requested leave period is not operationally feasible, the County and the Union will work in good faith to identify and agree upon an alternative leave period.
3. Employees granted leave under this section (3.7.A.) shall continue to earn full service credit during that leave and shall retain their rights to return to their position at the conclusion of the leave.
- ~~B. No more than two (2) employees may be off at the same time and no more than fourteen (14) employees may take time off work under this Article in any calendar year.~~
- ~~C. The employee has skills, talents, abilities and knowledge, which can reasonably be replaced.~~

B. Long-Term Union Leave with Pay

The Union may request that an employee/Union board member of Shop Steward be granted A leave without loss of compensation or other benefits ~~pay may be granted~~ by the appointing authority with the approval of the CAO for a period of up to twelve (12) months for Union trainings and other activities, including activities of any statewide or national employee organization with which the Union is affiliated, subject to the following limitations:-

1. The employee must request leave under this section (3.7.B.) at least four (4) weeks in advance of the first day of the proposed leave using the County's Employee Request for Time Off form (PER 1082A).
2. Only employees who have successfully completed their probationary period and have permanent status in their current County position shall be eligible for leave under this section (3.7.B.).
3. Leave under this section (3.7.B.) is subject to the approval of the appointing authority and the County Administrative Officer. The CAO's decision on such leaves is final.
4. The County agrees to the Union's request that employees granted leave under this section (3.7.B.) shall continue to earn full service credit during that leave.
5. A person granted such leave who has permanent status in ~~her/his~~ their class shall have the right to return to a position in that class.
6. While on such leave, the person shall not be considered a County employee for any purpose except, for an employee with permanent status in ~~her/his~~ their class, the right to return at the expiration of the leave.

3.8 RELEASE TIME FOR BOARD MEETINGS

Reasonable release time will be granted by the County for a maximum of two SEIU Local 521 officers or their designees to attend Board of Supervisor meetings when the County places items on its Board Agenda that directly relate to SEIU Local 521's wages, hours and working conditions.

Release time shall be made through the Personnel Department by 5:00 p.m. on the Friday preceding the Board meeting.

3.9 RELEASE TIME FOR NEGOTIATIONS

It is agreed upon by the parties that release time shall be provided to elected or appointed SEIU 521 bargaining team members during negotiations in accordance with Attachment C, incorporated herein by reference.

ARTICLE 4 UNION SECURITY

4.1 RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with the County to maximize service of the highest quality and efficiency to the citizens of Santa Cruz County, consistent with its obligations to the employees it represents. The County and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

~~County employees, Union employees, and Union members, alike, are committed to providing a workplace where all persons employed by the County of Santa Cruz, regardless of their classification, or pay status are treated in a manner that maintains respect and courtesy.~~

~~This section shall not be subject to the grievance procedure.~~

4.2 NOTICE OF RECOGNIZED UNION

The County shall give a written notice to persons being processed for regular employment in a class represented by the Union. The notice shall contain the name and address of the Union and the fact that the Union is the exclusive bargaining representative for the employee's unit and class. The County shall post give the employee a copy of the current Memorandum of Understanding on both the Internet and the County Intranet. Employees may request a copy of the Memorandum of Understanding from their supervisor or departmental Personnel Liaison.

4.3 CONFIDENTIAL AND SUPERVISORY POSITIONS

A. The positions currently designated as confidential are listed on Attachment A. Employees designated as confidential may be changed by the County in accordance with provisions of the Memorandum of Understanding and of the County's Employer-Employee Relations Resolution.

~~B. Attachment B includes the classes currently designated as supervisory. New positions and classifications shall be designated in accordance with the provisions of the County's Employer-Employee Relations Resolution.~~

4.4 FINANCIAL REPORT

The Union shall maintain an adequate itemized record of its expenditures and financial transactions and shall make available annually to the County and to the employees who are in the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

4.5 INDEMNIFY AND HOLD HARMLESS

The Union indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless and agrees to defend the County, its officers, and employees acting on behalf of the County and all claims, demands, suits including attorney costs and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under the provisions of this Article (Article 4).

4.6 PAYROLL DEDUCTIONS AND PAY OVER

The County shall deduct Union dues and premiums for approved Union insurance programs from the pay of employees in the General Representation Unit in conformity with County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

- A. The Union provided the County with an initial certified list of its members on May 29, 2019. Going forward, the Union will provide the County with an updated list once a month.
- B. The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain authorizations for dues deduction, signed by the individual from whose salary or wages the deduction or reduction is to be made.
- C. The County shall deduct Union dues each pay period from each employee identified by the Union as a dues paying member and shall remit the dues to the Union along with a list of the corresponding employee numbers. The deduction report shall be submitted in writing with the union dues payment.
- D. Requests to authorize dues shall be directed to the Union rather than the County. Requests to revoke or change the authorization shall also be directed to the Union rather than the County. The Union shall notify the County by email within one week of any new requests for dues authorization/revocation/change in deductions. The County shall rely on the information provided in such emails and on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee.

- E. The Union shall not provide the County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- F. Consistent with state law, the Union shall indemnify and hold harmless the County, its officers and employees, for (1) any claims made by an employee regarding deductions made in reliance on the Union's certification regarding a dues deduction authorization and (2) any claims made by an employee regarding deductions made in reliance on information provided by the Union regarding changes or cancellations to the deduction authorization.

4.7 UNION ORIENTATION

The County shall allow Union representative(s) to provide a Union orientation of up to thirty (30) minutes to represented employees immediately preceding each scheduled new employee in-processing meeting. The County and the Union representative(s) shall not malign either party, its employees or officials.

A. Regularly Scheduled In-Processing Meetings

The County holds two new employee in-processing meetings each week on regularly established days and times. The County shall notify the Union of the regularly scheduled days and times for such meetings and shall provide the Union with at least ten days advance notice of any change in the regularly established days or times.

B. Special In-Processing Meetings

There may be occasions where, due to special circumstances, an in-processing meeting must be held on a different day or time than the regularly established day and time. The County will provide the Union with as much notice as practicable of any such special in-processing meeting. In the event that a Union representative is unable to attend a non-regularly scheduled in-processing meeting, the County will provide a list of General Representation Unit attendees to the Union within two working days so the Union may contact them.

C. Union Officers and Stewards Release Time

Subject to the quarterly review described below in Section 4.7.D., the County will approve paid release time for a shop steward or a union officer to provide a Union orientation immediately before both weekly in-processing meetings so long as at least one General Representation Unit member is registered to attend each meeting. It shall be the Union's responsibility to call the Personnel Department reception desk the morning of each scheduled meeting to determine whether any unit members are scheduled for in-processing that day. So long as at least one unit member is scheduled for the meeting, the steward or officer shall be allowed 30 minutes of release time for the Union orientation. If the steward or officer must travel to the meeting from another work location, they will also receive an additional 30 minutes reasonable release time for travel each way. Typical travel time is 30 minutes each way (one hour total) for travel from Watsonville or 15 minutes release time each way (30 minutes total) for travel from other work locations, regardless of the actual amount of travel time required. however, the County recognizes that at times this may need to be adjusted to accommodate traffic conditions.

The Union may, at its discretion, have more than one representative at any pre-in-processing Union orientation; however, only one employee will receive paid release time for any such meeting. If the Union wishes for more than one shop steward or union officer to attend any pre-in-processing Union orientation, the additional steward/officer must seek their supervisor's prior approval for time off to attend the meeting and if their request is approved they must use their own accruals for this time. Alternatively, the additional steward/officer may request to modify their work schedule to attend during their lunch period if doing so meets their department's operational needs.

The Union shall provide the Personnel Department with a quarterly schedule designating up to 12 shop stewards and union officers who will present Union orientations at new employee in-processing during the coming quarter and specifying the orientation dates assigned to each designated steward or officer. In order to limit the operational burden on the County, no steward or officer shall be assigned to present more than one orientation per month. The quarterly schedule must be provided by the 15th day of the month prior to each new quarter (i.e., by December 15, March 15, June 15 and September 15) in order to ensure adequate time to arrange release time. Release time will be approved in advance one quarter at a time. If no unit members are scheduled for in-processing on a date for which a steward or officer has been granted release time, the release time shall be automatically revoked, and it shall be the responsibility of the steward/officer to inform their supervisor of the change in circumstances. If a steward/officer is unable to attend in-processing on their assigned date, the Union may send a member of its staff in lieu of the steward/officer.

D. Quarterly Review

The twice-weekly release time shall be subject to quarterly review to ensure that it is not unduly burdensome to County operations. Should the County provide the Union with objective examples of operational challenges, the parties will promptly meet and discuss those challenges in a collaborative effort to identify a mutually agreeable way to satisfactorily mitigate those challenges. Changes to release time shall be subject to mutual agreement.

ARTICLE 5 PEACEFUL PERFORMANCE

5.1 The Union and its representatives agree that it and they will not engage in, authorize, sanction, or support any County employee strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment provided such equipment is safe and sound, or to perform customary duties. Neither the Union nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

A violation of this section as determined by the County Administrative Officer may result in the cessation of Union dues deduction by the County and the suspension of Article 4 of this Memorandum of Understanding.

5.2 In the case of a legally declared strike against another employer which has been sanctioned and approved by the central labor council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided that the employee advises ~~his/her~~ their supervisor prior to leaving the picketed location and provided further that an employee may be required

to cross a picket line where the performance of ~~his/her~~ their duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health, safety, or welfare.

Any employee who participates in any activities prohibited by this Article shall be subject to discharge or to such lesser discipline as the County shall determine; provided, however, that the employee shall have recourse to the Civil Service Commission as to the question of whether ~~he/she~~ they in fact participated in such prohibited activity.

5.3 The County shall make its best effort to enforce the terms of this Memorandum on the part of its management personnel; the Union shall make its best effort to enforce the terms of this Memorandum on the part of the employees it represents. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge.

ARTICLE 6 NO DISCRIMINATION

A. Fair Employment Practices. Equal Employment Opportunity/Non-discrimination.

1. The County and the Union agree that no person employed or applying for employment shall be discriminated against on the basis of race, color, religion, creed, disability (mental and physical), medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), pregnancy, childbirth, breastfeeding, or other related medical conditions, gender, gender identity, gender expression, genetic information, military or veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support efforts which are intended to achieve equal employment opportunity as provided for in Federal, State and County requirements.
2. Article 22.2 C and D sets forth the contractual process for employees aggrieved by alleged violations of Article 6 A1.

B. Union Activities. Neither the County nor the Union shall interfere with, intimidate, coerce or discriminate against County employees ~~because of their~~ for exercising their rights under this Memorandum of Understanding or for forming, joining and/or participating in activities of the Union or providing testimony to any public body (e.g., ~~including~~ the Board of Supervisors), or exercising their right to refuse to join or participate in the activities of the Union.

ARTICLE 7

PAY 7.1

A. Pay- Article 7.1 Economic Reopener for Fiscal Emergencies

If at any time during the term of this MOU, the Board of Supervisors declares a fiscal emergency, the County may reopen the MOU for negotiations on any economic issues including but not limited to wages, health benefits, and retirement. Negotiations shall commence within 10 days of notice

from the County. If the parties do not reach agreement within 30 days after commencement of negotiations, they may mutually agree to mediate the dispute under the auspices of the State Mediation and Conciliation Service, provided that such mediation shall commence within five days of the agreement to mediate and shall conclude within 14 days unless the parties otherwise mutually agree.

In the event of a declaration of a fiscal emergency, it is the County's intent to also reopen the collective bargaining agreements of other labor groups for negotiations on the economic issues outlined above in accordance with all applicable provisions of the MOU's. The County shall provide notice to the Union 5 days prior to consideration by the Board of Supervisors of a fiscal emergency under this provision.

If a state or federal law is passed to reduce benefits for active employees in this Unit, the parties shall have the right to reopen the economic provisions of the MOU.

B. Cost of Living Increase

1. Effective ~~the pay period beginning October 22, 2016, the first full pay period after ratification by the Union and Board of Supervisors approval,~~ each step in the salary range for all employees shall be increased by ~~2.5~~ 3%.
2. Effective the first full pay period beginning in September 2022 ~~23, 2017,~~ each step in the salary range for all employees shall be increased by 3%. ~~add a new top step/drop the current bottom step. Employees who have completed 2080 hours at the old top step will be moved to the new top step. (Excludes specific extra help only classifications).~~
3. Effective the first full pay period beginning in September 2023 ~~22, 2018~~ each step in the salary range for all employees shall be increased by ~~2.75~~ 3%.
4. ~~Effective the pay period beginning September 21, 2019 each step in the salary range for all employees shall be increased by 2.75%~~

C. Equity Adjustments

1. Effective the first full pay period after ratification by the Union and Board of Supervisors approval beginning October 22, 2016, all employees in the Public Health Nurse II benchmark classifications of Clinical Lab Scientist will receive an equity adjustment of ~~8.62~~ 4.5%.
2. Effective the first full pay period in September 2022, all employees in the Public Health Nurse II benchmark classifications will receive an equity adjustment of 4.5%.
3. Effective the first full pay period after ratification by the Union and Board of Supervisors approval beginning October 22, 2016, all employees in the Physician's Assistant/Nurse Practitioner benchmark classifications of Radiological Technologist will receive an equity adjustment of ~~7.039~~ 4.5%.

4. Effective the first full pay period in September 2022, all employees in the Physician's Assistant/Nurse Practitioner benchmark classifications will receive an equity adjustment of 8.5%.
5. Effective the first full pay period after ratification by the Union and Board of Supervisors approval all employees in the Clinical Lab Scientist benchmark classifications will receive an equity adjustment of 7.25%.
6. Effective the first full pay period in September 2022, all employees in the Clinical Lab Scientist benchmark classifications will receive an equity adjustment of 7.25%.
7. Effective the first full pay period after ratification by the Union and Board of Supervisors approval all employees in the Radiological Technologist benchmark classifications will receive an equity adjustment of 5.75%.
8. Effective the first full pay period in September 2022, all employees in the Radiological Technologist benchmark classifications will receive an equity adjustment of 5.75%.
9. ~~Effective the pay period beginning October 22, 2016, the salary ranges for Student Workers shall be adjusted as follows:

 - A. ~~Student Worker I: \$11.00 per hour~~
 - B. ~~Student Worker II: \$11.56 per hour to \$13.00 per hour~~
 - C. ~~Student Worker III: \$12.45 per hour to \$14.00 per hour~~
 - D. ~~Student Worker IV: \$13.33 per hour to \$15.00 per hour~~~~

D. Signing Bonus

As soon as administratively possible, each employee in a budgeted position will receive a one-time signing bonus of \$1,250 (pro-rated for part-time employees and minus applicable taxes) after Union ratification and Board of Supervisors approval.

D. Special Parity Adjustments

1. ~~Effective the pay period beginning October 22, 2016, employees in the Accountant I classification shall receive an adjustment of 9.47%, employees in the Accountant II classification shall receive an adjustment of 2%, and employees in the Accountant III classification shall receive an adjustment of 3%.~~
2. ~~Effective the pay period beginning October 22, 2016, employees in the Sr. Legal Secretary classification shall receive a parity adjustment of 3% to address compaction with the Legal Secretary II classification and encourage promotion.~~
3. ~~Effective the pay period beginning October 22, 2016, employees in the classification of Public Works Maintenance Worker IV shall receive a parity adjustment of 5% as compensation for their additional responsibilities as Lead Workers.~~
4. ~~Effective the pay period beginning October 22, 2016, employees in the classification of Supervising Communications Technician shall receive a parity adjustment of 5%.~~

- ~~5. Effective the pay period beginning October 22, 2016, all employees in the classification of Health Client Benefit Representative will receive a parity adjustment of 2% to adjust for the increased workload due to ACA.~~

7.2 REQUIREMENTS FOR STEP INCREASES

Step advancements are predicated upon merit and length of service, and each part-time or full-time employee in a budgeted position may receive an increase at the completion of each number of hours of service, specified herein below, up to and including the maximum step of the employee's salary range as set forth in the salary resolution of the County.

The steps of each salary range shall be interpreted and applied as follows:

- A. The first step in each salary range is the standard minimum rate and may be the hiring rate for the class.
- B. The second step shall be paid at any time after 2080 hours of satisfactory or better service at the first step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.
- C. The third step shall be paid at any time after 2080 hours of satisfactory or better service at the second step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.
- D. The fourth step shall be paid at any time after 2080 hours of satisfactory or better service at the third step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.
- E. The fifth step shall be paid at any time after 2080 hours of satisfactory or better service at the fourth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.
- F. The sixth step shall be paid at any time after 2080 hours of satisfactory or better service at the fifth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.
- G. The seventh step shall be paid at any time after 2080 hours of satisfactory or better service at the sixth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

For employees who are reinstated, the beginning date for purposes of accrual of hours of service for step advancement shall be the date of reinstatement; except that if the reinstatement is that of an employee who was laid off from a budgeted limited-term position and not more than twelve months has elapsed since such layoff, the employee shall receive credit for hours of service previously accrued in the step held when ~~his/her~~ their employment ended.

In any case where an employee has been hired at a step above the first step of a particular salary range, the employee shall occupy the step in the range at which hired for a period of 2080 hours of service and thereafter shall be eligible for consideration for a step advancement in the same manner as provided elsewhere in this Article.

7.3 SALARY UPON APPOINTMENT TO HIGHER CLASS

The salary of employees who are appointed to a higher class shall be placed on the step in the salary range for the higher class which will provide an increase above the salary step in the lower class which is closest to 10%.

7.4 LATE EVALUATIONS

Failure of an appointing authority to recommend a step advancement in accordance with Article 19.5, shall be considered to be a recommendation of step advancement effective on the due date.

7.5 EFFECTIVE DATE OF TRANSACTIONS

Personnel/payroll transactions not effective on the first day of a pay period shall have an effective date of the first day of the next pay period, unless an exception is approved by the Personnel Director and Auditor-Controller. Examples of such transactions include: transfers, promotions, demotions. Step increases which would be effective the first week of the pay period shall have an effective date of the first day of that pay period, step increases which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

The following transactions are excluded from the provisions of this Article: original appointments, separations, leaves of absence without pay, return from leave of absence without pay, displacement, work in a higher class appointment, and return from work in higher class appointment.

7.6 WORK IN A HIGHER CLASS

In the event of an absence of an employee in a budgeted position that is a result of sick leave, annual leave, compensatory time off, a leave of absence without pay or a vacancy for any reason, a regular employee may be temporarily assigned by the appointing authority to perform a majority of the duties of the position of the absent employee or vacant position, with the prior approval of the Personnel Director. An employee is not eligible for these provisions if the assignment to be made is within the same alternately staffed classifications. The following conditions must be met for the employee to receive pay for work in the higher class:

- A. The employee must meet the employment standards for the higher class;
- B. Appointments shall be for absences or vacancies exceeding forty (40) cumulative hours in any calendar year. No time served in "Work in a Higher Class" appointment shall contribute towards acquiring probationary or permanent status in the higher class, except that employees in the classification of Group Supervisor II or Sr. Group Supervisor who are routinely assigned in the capacity of an Institutional Supervisor in order to meet the demands of a 24/7 facility. Work in a

Higher Class compensation shall be applicable for all hours assigned, not just those exceeding forty (40) cumulative hours.

- C. All "Work in a Higher Class" assignments shall be in writing. No such temporary assignment shall continue for longer than sixty (60) days except that one additional temporary appointment for a maximum of sixty (60) days may be authorized by the Personnel Director provided that valid reasons exist to justify the extension. These "Work in a Higher Class" provisions shall not supplant existing Civil Service Rules and County Code provisions with respect to appointments to vacant positions.

7.7 DIRECT DEPOSIT

Existing and newly appointed employees in the General Representation Unit will have their paychecks automatically deposited in a participating financial institution. New employees have two pay periods from the date of appointment to a position in this unit to complete a payroll authorization form for a participating financial institution. Payroll authorization forms are available from the employee's departmental payroll clerk or the County's Intranet.

Employees who wish to receive a paper paycheck shall submit a statement to the Personnel Director that they are unable to obtain a bank account, or have another hardship. The Personnel Director shall evaluate each request on a case by case basis.

ARTICLE 8 CLOTHING AND TOOL ALLOWANCES AND SALARY ADJUSTMENTS

8.1 CLOTHING ALLOWANCE AND SALARY ADJUSTMENTS

- A. Employees shall have work uniforms and cleaning as determined necessary by the County provided to them by the County at no cost to the employee. All uniform allowance has ceased and has been converted to wages.
- B. The County and Union recognize Title V, Section 404, Payment of Employee's Equipment Damaged or Stolen, of the County Procedures Manual, as a mechanism for reimbursement of other employees for job related damage or destruction of clothing.

8.2 MECHANIC TOOL ALLOWANCE

Effective upon Union ratification and Board of Supervisors approval, all employees in budgeted positions in the classes listed below shall be eligible to receive a tool reimbursement of up to a maximum of \$1,000 per contract year, which shall be paid following presentation of receipts documenting the purchase:

Automotive Mechanic
Senior Automotive Mechanic
Heavy Equipment Service Worker
Heavy Equipment Mechanic I
Heavy Equipment Mechanic II

Supervising Heavy Equipment Mechanic
Pump Maintenance Mechanic

ARTICLE 9 RETIREMENT

9.1 RETIREMENT (PERS) - LOCAL MISCELLANEOUS MEMBERS

A. The County contracts with PERS for the Miscellaneous retirement plan.

1. Tier 1 - The County's current contract with CalPERS provides for the 2% at age 55 Retirement Plan formula with benefits based on the employee's single highest year of compensation (FAE1) for employees hired on or before December 16, 2012.
2. Tier 2 - Employees hired between December 17, 2012 and December 31, 2012 shall be subject to the CalPERS 2% at age 60 formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
3. Tier 3 - Employees hired on or after January 1, 2013 who are "new" CalPERS members as defined by the Public Employees' Pension Reform Act (PEPRA) shall be subject to the 2% at age 62 CalPERS retirement formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
4. Employees hired on or after January 1, 2013 who do not meet PEPRA's definition of "new" members (Tier 3) shall be subject to the retirement plan formula described in either paragraph 9.1.A.1 (Tier 1) or paragraph 9.1.A.2 (Tier 2) in accordance with PEPRA's provisions. CalPERS shall make the final determination as to which formula applies to employees in this situation.
5. In accordance with PEPRA, the County may not "pick up" any portion of the required member contributions of Tier 3 employees. Through September 11, 2015, employees in the Tier 3 CalPERS Miscellaneous retirement plan shall contribute 6.25% or one half of the normal cost of the benefit specified in Article 9.1.A.3., whichever is more. If one half of the normal cost of the Tier 3 benefit increases before that date, the Tier 3 employees' retirement contribution shall also increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPRA. If one half of the normal cost of the Tier 3 benefit decreases before that date, the Tier 3 employees' retirement contribution shall remain at 6.25% and any difference between 6.25% and one half the normal cost shall be considered an employee "pick up" of the employer contribution.
6. Through September 12, 2014, the County shall continue to pay the full employer and employee retirement contribution for employees in the Tier 1 and Tier 2 CalPERS Miscellaneous retirement plans.
7. Effective September 13, 2014, all employees in the Tier 1 and Tier 2 CalPERS Miscellaneous retirement plans shall contribute 3.5% toward the cost of their retirement plan.
8. Effective September 12, 2015, all employees in the Tier 3 CalPERS Miscellaneous retirement plan shall increase their retirement contributions to 7% or one-half of the normal cost of the

retirement benefit applicable to these employees, whichever is greater. The employee contribution may include some portion of the employer contribution. If one half of the normal cost of the Tier 3 benefit increases after that date, the Tier 3 employees' retirement contribution shall also increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPRA. If one half of the normal cost of the Tier 3 benefit decreases after that date, the Tier 3 employees' retirement contribution shall remain at 7.00% and any difference between 7.00% and one half the normal cost shall be considered an employee "pick up" of the employer contribution.

9. Effective September 12, 2015, all employees in the CalPERS Miscellaneous Tier 1 and Tier 2 retirement plans shall contribute an additional 3.5% (for a total contribution of 7%) toward the cost of their retirement plan.
10. Any employer contribution toward the employee PERS obligation under this agreement is not considered earnings and is not subject to FICA or tax withholdings. Employees do not have the option to choose to receive the employee pick-up PERS contribution directly instead of it being paid by the employer.

B. Implementation of IRC Section 414(h)(2)

The County implemented the employer pick-up provisions of Internal Revenue Code Section 414(h)(2) for employees within this unit effective September 7, 1996. Pursuant to Section 414(h)(2), the County will designate any contribution it makes toward the amount that the employee is required to pay for PERS retirement benefits, in accordance with this Article (9.1) immediately above, as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

9.2 RETIREMENT (PERS) – COUNTY PEACE OFFICER SAFETY MEMBERS

- A. The County contracts with PERS for the County Peace Officer Safety retirement plan for the following job classifications:

Group Supervisor I
Group Supervisor II
Senior Group Supervisor
Institutional Supervisor

1. Tier 1 - The County's current contract with CalPERS provides for the 2% at age 50 Retirement Plan Formula with benefits based on the employee's single highest year of compensation (FAE1) for employees hired on or before June 8, 2012.

2. Tier 2 - Employees hired between June 9, 2012 and December 31, 2012, shall be subject to the CalPERS 2% at age 50 formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
3. Tier 3 - Employees hired on or after January 1, 2013 who are "new" CalPERS members as defined by PEPRA shall be subject to the 2.7% at age 57 FAE3 CalPERS retirement formula.-
4. Employees hired on or after January 1, 2013 who do not meet PEPRA's definition of "new" members (Tier 3) shall be subject to the retirement plan formula described in paragraph 9.2.A.1 (Tier 1) or paragraph 9.2.A.2 (Tier 2) in accordance with PEPRA's provisions. CalPERS shall make the final determination as to which formula applies to employees in this situation.
5. In accordance with PEPRA, the County may not "pick up" any portion of the required member contributions of employees who meet PEPRA's "new" member definition (Tier 3 employees). All employees in the Tier 3 Safety retirement plan shall pay 10% or one half of the normal cost of the benefit specified in Article 9.2.A.3., whichever is greater. If one half of the normal cost of the Tier 3 benefit increases, the Tier 3 employees' retirement contribution shall also increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPRA. If one half of the normal cost of the Tier 3 benefit decreases, the Tier 3 employees' retirement contribution shall remain at 10% and any difference between 10% and one half the normal cost shall be considered an employee "pick up" of the employer contribution.
6. Effective September 13, 2014, all employees in the CalPERS County Peace Officer Tier 1 and Tier 2 retirement plans shall contribute an additional .5% toward the cost of their retirement plan, for a total contribution of 9.5%. The 9.5% includes .5% toward the employer contribution.
7. Effective September 12, 2015, all employees in the CalPERS County Peace Officer Tier 1 and Tier 2 retirement plans shall contribute an additional .5% toward the cost of their retirement plan, for a total contribution of 10%. The 10% includes 1% toward the employer contribution.

B. Implementation of IRC Section 414(h)(2)

The County implemented the employer pick-up provisions of Internal Revenue Code Section 414(h)(2) for employees within this unit effective September 7, 1996. Pursuant to Section 414(h)(2), the County will designate any contributions it makes toward the amount that the employee is required to pay for PERS retirement benefits, in accordance with this Article (9.2) immediately above, as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are

imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being “picked-up” by the County and such PERS contributions shall revert to being made on a post-tax basis.

9.3 EMPLOYEE BUY BACK OF MILITARY SERVICE

The County's contract with PERS permits employees to buy back prior military service at the employee's expense.

9.4 EMPLOYEE BUY BACK OF PEACE CORPS AND VISTA SERVICES

The County's contract with PERS permits employees to buy back prior Peace Corps and VISTA service at the employee's expense.

9.5 PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFITS FOR MISCELLANEOUS MEMBERS

The County's contract with PERS allows for the PERS Pre-Retirement Optional Settlement 2 Death Benefit for Miscellaneous members. This contract amendment allows the spouse of a deceased member who was eligible to retire for service at the time of death to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum basic death benefit. This benefit provides a monthly allowance equal to the amount the member would have received had the member retired for service on the date of death and elected Settlement 2, the highest monthly allowance a member can leave a spouse.

9.6 RETIREMENT (PERS) – LOCAL MISCELLANEOUS MEMBERS & COUNTY PEACE OFFICER SAFETY MEMBERS TIER 3 CAP

A. Compensation Cap

Employees hired on or after January 1, 2013, who fall in Tier 3 as defined in Article 9.1.A.3 are subject to the compensation cap pursuant to PEPR (AB340). Upon reaching the compensation cap as determined by AB340, the employee and employer contributions to CalPERS retirement shall cease until the first full pay period in the following calendar year. In lieu of CalPERS retirement contributions the employee may participate with the employer in a Defined Contribution Plan administered by a third party and in accordance with Internal Revenue Service Regulations, administrator guidelines, and AB340.

Such Defined Contribution Plan shall require employee and employer contributions for those employees who choose to participate in the plan. Pursuant to the Defined Contribution Plan guidelines, the decision to participate is a one-time irrevocable decision. Newly eligible employees shall be provided an election window that is governed by Internal Revenue Service Regulations and administrator guidelines. For plan participants, the employee contribution shall be three percent (3%), and the employer contribution shall be the lesser of six and one-quarter percent (6.25%) or the current CalPERS Tier 3 employer contribution rate, for all regular salary earnings over the compensation cap. Contributions shall be administered through a payroll deduction for employees.

1. Vesting

The Defined Contribution Plan shall include a vesting component which requires six (6) years of Santa Cruz County service and an age requirement of fifty (50) years. The date of County service, for the purpose of vesting under this article only, shall be the employee's date of hire. An employee who separates and returns to Santa Cruz County is deemed to have qualifying consecutive County service, as long as the employee does not withdraw ~~his/her~~ their employee contributions from the defined contribution plan.

Employer contributions will become fully vested and available to the employee after six (6) years of Santa Cruz County service and upon reaching age 50, subject to any other plan requirements as defined by the third party administrator. As long as the employee does not withdraw their employee contributions from the defined contribution plan, the employer contribution is vested upon achieving the years of service and age, even if the employee is no longer an employee of Santa Cruz County.

2. Investment Control

Employees shall be responsible for the investment and control of the employee contributions and the employer shall be responsible for the investment and control of the employer contributions until contributions become vested as described above. The County will invest the contributions with fiduciary responsibility in a manner consistent with other County Investments. Employees may request information from the Personnel Department regarding investment strategy and the rate of return.

3. Disability

An employee who is deemed to be disabled for the purposes of CalPERS retirement will be considered vested under the defined contribution plan, upon providing Santa Cruz County with the CalPERS approval.

4. Me Too Provisions

If the County offers a different plan to other Tier ~~III~~ 3 employees during the term of this agreement, SEIU has the option of adopting the terms of that plan, subject to Internal Revenue Service Regulations, and plan administrator guidelines.

ARTICLE 10 INSURANCE BENEFITS

Plan Documents Controlling.

The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this representation unit. In the event of a discrepancy between Article 10 and the plan document, the plan document for insurances specified below (medical, dental, vision, life) is controlling. Copies of plan documents are available through the Personnel Department.

10.1 MEDICAL COVERAGE & FLEXIBLE CREDIT

CalPERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in the Public Employees' Medical & Hospital Care Act (PEMHCA) health plan. Effective January 1, 2009, the County implemented a Flexible Health Allowance Program. Employees must be enrolled in a CalPERS PEMHCA health plan to participate. Enrollment status in a health plan determines the level of Flexible Health Allowance an employee is eligible to receive.

A. Employees in this representation unit may enroll in a medical plan offered by CalPERS in accordance with the provisions of the PEMHCA Program or a CalPERS approved County offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a CalPERS approved County offered medical plan. Alternate medical plans must conform to CalPERS plans, rules, and regulations.

The Parties agree to meet and confer on potential impacts within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the County sponsored medical plans.

B. For coverage during the term of this agreement the County shall contribute to the CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

~~1. For calendar year 2016, the County will provide the following monthly benefit contributions for active employees:~~

~~a. CalPERS PEMHCA CONTRIBUTION~~

- ~~1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

- ~~1. Employee only = 95% of the 2016 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$651.80, which includes the PEMHCA minimum contribution.~~
- ~~2. Employee + one dependent = 90% of the 2016 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1235.54, which includes the PEMHCA minimum contribution.~~
- ~~3. Employee + two or more dependents = 90% of the 2016 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1606.20, which includes the PEMHCA minimum contribution.~~

~~2. For calendar year 2017, the County will provide the following monthly benefit contributions for active employees:~~

~~a. CalPERS PEMHCA CONTRIBUTION~~

- ~~1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

- ~~1. Employee only = 95% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser): \$696.63, which includes the PEMHCA minimum contribution in 2(a)(1).~~
- ~~2. Employee + one dependent = 90% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser): \$1319.92, which includes the PEMHCA minimum contribution in 2(a)(2).~~
- ~~3. Employee + two or more dependents = 90% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser): \$1715.90, which includes the PEMHCA minimum contribution in 2(a)(3).~~

~~3. For calendar year 2018, the County will provide the following monthly benefit contributions for active employees:~~

~~a. CalPERS PEMHCA CONTRIBUTION~~

- ~~1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

- ~~1. Employee only = 95% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$696.63, which includes the PEMHCA minimum contribution in 3(a)(1).~~

- ~~2. Employee + one dependent = 90% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1319.92, which includes the PEMHCA minimum contribution in 3(a)(2).~~
- ~~3. Employee + two or more dependents = 90% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1715.90, which includes the PEMHCA minimum contribution in 3(a)(3).~~

Upon receipt of the 2018 CalPERS health rates, should the rates provide for County contributions less than those identified in 3 (b) (1-3), the parties shall meet and discuss options. At no time during the 2018 plan year will the County pay more than the full costs associated with employees' health plan selection.

- ~~4. For calendar year 2019, the County will provide the following monthly benefit contributions for active employees:~~

~~a. CalPERS PEMHCA CONTRIBUTION~~

- ~~1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

- ~~1. Employee only = 95% of the 2019 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$696.63, which includes the PEMHCA minimum contribution in 4(a)(1).~~
- ~~2. Employee + one dependent = 90% of the 2019 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1319.92, which includes the PEMHCA minimum contribution in 4(a)(2).~~
- ~~3. Employee + two or more dependents = 90% of the 2019 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1715.90, which includes the PEMHCA minimum contribution in 4(a)(3).~~

Upon receipt of the 2019 CalPERS health rates, should the rates provide for County contributions less than those identified in 4(b)(1-3), the parties shall meet and discuss options. At no time during the 2019 plan year will the County pay more than the full costs associated with employees' health plan selection.

~~5. For calendar year 2020, the County will provide the following monthly benefit contributions for active employees:~~

~~a. CalPERS PEMHCA CONTRIBUTION~~

- ~~1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

- ~~1. Employee only = 95% of the 2020 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$696.63, which includes the PEMHCA minimum contribution in 5(a)(1).~~
- ~~2. Employee + one dependent = 90% of the 2020 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1319.92, which includes the PEMHCA minimum contribution in 5(a)(2).~~
- ~~3. Employee + two or more dependents = 90% of the 2020 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1715.90, which includes the PEMHCA minimum contribution in 5(a)(3).~~

~~Upon receipt of the 2020 CalPERS health rates, should the rates provide for County contributions less than those identified in 5(b)(1-3), the parties shall meet and discuss options. At no time during the 2020 plan year will the County pay more than the full costs associated with employees' health plan selection.~~

~~6. 1. As soon as administratively possible, fFor calendar year 2021, the County will provide the following monthly benefit contributions for active employees:~~

~~a. CalPERS PEMHCA CONTRIBUTION~~

- ~~1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = \$869.32, which includes the PEMHCA minimum contribution in 6 1(a)(1). The County's contribution represents 95% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.
2. Employee + one dependent = \$1656.08, which includes the PEMHCA minimum contribution in 6 1(a)(2). The County's contribution represents 90% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.
3. Employee + two or more dependents = \$2155.90, which includes the PEMHCA minimum contribution in 6 1(a)(3). The County's contribution represents 90% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.

At no time during the 2021 plan year will the County pay more than the full costs associated with employees' health plan selection.

2. Effective as soon as administratively possible, for calendar year 2022, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = the County shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$879.32. This includes the PEMHCA minimum contribution in 2(a)(1).
2. Employee + one dependent = 90% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,666.08. This includes the PEMHCA minimum contribution in 2(a)(2).
3. Employee + two or more dependents = 90% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,165.90. This includes the PEMHCA minimum contribution in 2(a)(3).

At no time during the 2022 plan year will the County pay more than the full costs associated with employees' health plan selection.

3. For calendar year 2023, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$927.68. This includes the PEMHCA minimum contribution in 3(a)(1).
2. Employee + one dependent = 90% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,757.71. This includes the PEMHCA minimum contribution in 3(a)(2).
3. Employee + two or more dependents = 90% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,285.02. This includes the PEMHCA minimum contribution in 3(a)(3).

At no time during the 2023 plan year will the County pay more than the full costs associated with employees' health plan selection.

4. For calendar year 2024, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

3. Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$978.71. This includes the PEMHCA minimum contribution in 4(a)(1).
2. Employee + one dependent = 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,854.39. This includes the PEMHCA contribution in 4(a)(2).
3. Employee + two or more dependents = 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,410.70. This includes the PEMHCA contribution in 4(a)(3).

At no time during the 2024 plan year will the County pay more than the full costs associated with employees' health plan selection.

- C. Employees in this representation unit hereby authorize the County to make a payroll deduction in the amount equivalent to the remainder of the premium required for the PEMHCA Program, or any other CalPERS approved County offered alternate medical plan in which they and their dependents are enrolled.
- D. Employees hereby authorize the County to make a payroll deduction for the payment of the required CalPERS administrative fee based upon the plan selected by the employee.
- E. Should CalPERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contributions required by CalPERS.
- F. Pre-Tax Dollar Program.

The County will make available to members of this representation unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.

G. Survivor Coverage.

Upon the death of an active employee who has dependents covered under a medical plan offered through the County, the County shall provide reimbursement of medical premium costs for six (6) months following the death of the employee for the surviving eligible dependents.

H. Retiree Health Care.

1. Employees in this representation unit who retire through CalPERS may enroll in a CalPERS health plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care (PEMHCA) Program and CalPERS regulations.
2. The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contributions are as follows:
 - a. Effective January 1, 2012 for all employees in this unit who retire or have retired from the County, the County's medical contribution towards retiree health insurance shall be the PEMHCA minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. This amount shall be paid directly to CalPERS. In addition, the County may make a longevity contribution (as defined in H.2.b below) to reimburse retirees or qualifying family members of a deceased annuitant (see section H.3) for a portion of the cost of the health premium deducted from the retiree's pension. Longevity contributions shall be paid directly to the retiree or a qualifying family member of a deceased annuitant (see section H.3) by the County on a monthly basis.
 - b. Effective January 1, 2012 for all employees in this unit who retire on or after January 1, 2012 from the County, the County will make a longevity contribution towards retiree health insurance, which when added to the PEMHCA minimum will total the amount shown in the following longevity schedule (See Attachments E & F):
 1. Retirees with 0-5 Years of Service with the County of Santa Cruz are entitled to receive the PEMHCA Minimum Only.
 2. For retirees with 6+ years of County service, each additional year of service above 5 years shall be recognized with a fixed dollar increase per year, as shown on Attachment E and F, to a maximum of \$507 at the age of 55 with 20 years of service for Retiree Only and to a maximum of \$557 at the age of 55 with 20 years of service for Retiree Plus one or more dependents.
 3. For retirees with 6+ years of County service, each additional year of service beyond age 55 shall also be recognized with a 5% increase, as shown on Attachment E and F, to a total County Contribution maximum of \$507 for Retiree Only and \$557 for Retiree Plus one or more dependents.
 4. Upon the retiree or the qualifying family member of a deceased annuitant (see section H.3) attaining Medicare eligibility, the County's total contribution shall be reduced to the greater of (i) the PEMHCA minimum or (ii) 75% of the pre-Medicare contribution as calculated per Attachment E and F.
 5. Effective in any calendar year that the PEMHCA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee at age 55 with 6+ years of service, the longevity

schedules (See Attachment E and Attachment F) shall be revised to reset the fixed dollar increase between the years 5-20, thereby ensuring that the provisions of Section 2.b(2) are met.

6. Increases to the County contribution pursuant to Section 2.b(5) shall only apply to retirees with retirement dates on or after the date of said revision(s) to Attachment E and/or Attachment F.
7. Retiree's contributions from County shall remain fixed at the amount determined at the date of their retirement (per Attachment E and F) unless and until, during negotiations, this bargaining unit and the County agree to an increase in the maximum County contribution of \$507 for Retiree Only and \$557 for Retiree Plus one or more dependents.
8. County contributions shall never exceed the cost of the premium for the qualifying medical plan in which the retiree is enrolled.
9. Employees who retire under a disability will receive the greater of:
 - a) 300% of the PEMHCA minimum or
 - b) the benefit as determined by the longevity schedule.

3. Effective January 1, 2014

The County's contribution to the monthly health premium is calculated based on age at retirement and number of County service years and is available only to County employees in the Classified Service that have attained permanent status as defined in Article 23.1.

One County service year begins on the date of hire to a regular position and extends to one year (12 months) later and each anniversary date after that until termination and retirement.

County service years are unharmed by termination. If an employee leaves County service for any reason and later returns to County service, the number of calendar days from the date of first hire to date of first departure shall be added to the employee's time of County service, for purposes of determining County service points.

When an employee is ready to retire they may request the County to provide them with a document that lists their total County service years. If they disagree with the report, they shall be provided an opportunity to submit information supporting a differing conclusion. If necessary, they may appeal to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

4. The County recognizes the years of service and age of retirement of the retired employee and will provide the retiree's longevity contribution (as defined in Section H.2.b) to a qualifying family member of a deceased retiree for a portion of the cost of the CalPERS health premium deducted from the retiree's pension. A family member is defined under California Public Employees' Retirement Law, §22775. Eligibility for benefits is in accordance with California Public Employees' Retirement Law, § 22819.1.

5. Nothing in this agreement guarantees continued medical insurance coverage upon or after the expiration of this agreement and the underlying Memorandum of Understanding for retirees, their dependents, or their survivors. The County reserves the right to make modifications to retiree medical coverage, including termination of coverage, upon or after the termination of this Memorandum of Understanding.

I. Waiver of Coverage.

Employees who meet the following criteria are eligible to receive a cash “opt out” payment of \$200 per month.

1. The employee must opt out of (waive) medical coverage through the County.
2. The employee must provide proof of and attest to having minimal essential coverage as defined by the Internal Revenue Service (IRS) through another group health plan (or other plan deemed acceptable by the IRS) for the employee and for all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable plan year to which the opt out payment applies.
3. The employee must provide the County with proof of and attestation to coverage every plan year. Such proof and attestation must be provided at the time the employee first wishes to opt out of County-provided medical insurance, and during Open Enrollment each year thereafter, so long as the employee wishes to continue to opt out of County provided medical coverage.

Reimbursements to employees shall be made on a quarterly basis.

10.2 DENTAL CARE

1. The County offers dental plan options through Delta Dental or comparable providers. The options shall include a "fee-for-service" plan. Enrollees may go to any dentist and be covered 80% for basic and preventative services and 50% for major services or enrollees may go to a preferred provider and be covered 100% for basic and preventative services and 60% for major services.
2. The County will also offer a dental option that covers most services at 100% and offers limited orthodontia coverage. Enrollees in this plan must utilize assigned providers only.

The County agrees to pay the premiums for eligible employees and their dependents for dental coverage during the term of this agreement. The annual cap under the DPO program is \$1200 per year per enrollee. Employees and dependents must be enrolled in the same dental plan. No cross coverage. No person may participate as a dependent if that person is enrolled as an employee or retiree in a County sponsored dental plan.

10.3 VISION PLAN

- A. The County agrees to pay the premium for the employee only and to maintain the vision plan during the term of this agreement. The County agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay

for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

- B. The Vision Plan will permit the one-time enrollment of a dependent at any time through age five (5). Any dependent who is enrolled under the vision plan must continue in such coverage for a minimum of one year, unless the employee separates from County service prior to the end of that year. No cross coverage. No person may participate as a dependent if that person is enrolled as an employee or retiree in the County sponsored vision plan.

10.4 DISABILITY INSURANCE

- A. Employees in this unit have elected to be enrolled in the State Disability Insurance (SDI) program, which replaces the County provided plan with all costs of participation to be borne by the employee through a payroll deduction. ~~The County costs for administrative shall not exceed \$3000 and the parties agree that any additional administrative costs shall be recovered by the County through a payroll deduction.~~
- B. When an employee is on a leave of absence during which time the employee has applied or reapplied for SDI, the employee has the option to utilize their annual leave or remain in an unpaid status during the seven (7) day waiting period required for SDI.

10.5 LIFE INSURANCE

The County agrees to maintain and pay the premium for a \$20,000 life insurance plan with AD&D for eligible employees during the term of this agreement. The amount of coverage decreases for employees age seventy (70) and above in accordance with the terms of the plan document. Employees will be allowed to purchase additional life insurance for up to \$300,000.

10.6 PART-TIME EMPLOYEE INSURANCE BENEFITS

The County agrees to pay for the entire employee coverage for employees who occupy part-time positions (20 hours or more) in the same manner as is provided for regular full-time employees for medical, dental, vision, and life insurance benefits.

10.7 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY (DIRECT PAY)

The County and Union agree to abide by CalPERS requirements under the California Public Employees' Retirement Law regarding continuation of insurances during leaves of absence without pay. In order to continue County insurance benefits coverage during a leave of absence without pay of a full pay period or more, the employee must pay their insurance premiums in accordance with the provision of this Article (10.7). Employees who do not follow the procedure set forth below may have their insurance benefits canceled during the period of their leave of absence without pay. "Advance payment" means payment must be received by the Employee Insurance/Benefits Division of the County Personnel Department or postmarked by 5:00 p.m. on the last working day of the pay period in which the payment is due. If the last day of the pay period is a holiday, payment must be postmarked or received by the

~~Employee Insurance/Benefits Division of the County Personnel Department by 5:00 p.m. on the first full working day following the holiday.~~

A. ~~Employees granted leave of absence without pay of one full pay period or longer must shall~~ notify the ~~Employee Insurance/Benefits Division of the Personnel Department.~~ Benefits staff will meet with employees upon request to explain how the leave may affect their health insurance benefits. and make arrangements for payment of insurances in advance. For continuance of medical coverage through PERS, the employee must apply to PERS in advance of the leave of absence without pay. The County and Union agree to abide by CalPERS requirements (Public Employees Retirement Law) as it relates to continuation of insurances. Forms for this purpose are provided through the Personnel Department. The only exception to advance payment is in the case of an emergency beyond control of the employee and where payment shall be made at the earliest possible time after the leave commences. This exception only applies to payment for life, vision and dental insurances. If the employee does not pay for insurance coverage during the leave of absence, he/she is treated like a new employee with regard to determining when coverage begins for each type of insurance. Should employees and/or their dependents not be covered during a leave of absence without pay of the employee, they will be treated as initial enrollees for all insurances for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment. An employee who elects to continue their benefits coverage during an unpaid leave of absence of one full pay period or longer shall continue to pay their premiums during their leave of absence.

B. Health Insurance.

1. If the leave is under 30 calendar days, the County will collect the amount due through payroll deductions after the employee returns to paid status in accordance with Article 10.7.D.
2. In order to continue to receive health benefits during an unpaid leave of absence of 30 calendar days or longer, the employee must enroll in the CalPERS Direct Pay program and pay 100% of their health plan premium (both the employee and the County contributions) directly to the health plan. Personnel will provide the employee with a Direct Pay packet which the employee must complete and return. The employee will then be enrolled in Direct Pay and the health plan will provide them with information on the premium payment process.
 - a. As required by Federal or State law, the County will reimburse eligible employees who are on approved leaves under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL) or Workers' Compensation for the County share of the health plan premium for both the employee and dependents, in the same amount as if the employees were working or on paid leave.

The employee is responsible for paying the regular employee contribution for their benefits and those of their dependents and will not be reimbursed for that contribution.

- b. An employee on an approved Medical leave of absence that is not FMLA, CFRA, PDL or Workers' Compensation will be reimbursed for the County share of the health plan premium for the employee only. The employee will not be reimbursed for the County share of the health plan premium for any dependents.

The employee is responsible for paying the regular employee contribution for their benefits and those of their dependents and will not be reimbursed for that contribution.

- c. An employee on a Personal leave of absence is responsible for the full County and employee shares of the premiums for both the employee and their dependents for the health plan and will receive no reimbursement.
3. If an employee declines to enroll in Direct Pay or fails to pay their premiums to their health plan as required, health benefit coverage for the employee and any dependents may be canceled.
4. Employees who do not pay for insurance coverage during the leave of absence are treated like a new employee with regard to determining when coverage begins. Should employees and/or their dependents not be covered during a leave of absence without pay of the employee, they will be treated as initial enrollees for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

C. Other Benefits.

~~When an employee is on a leave of absence without pay for one full pay period or longer for any reason, coverage under employee insurances (e.g, medical, life, dental, and vision) ceases for the employee and any dependents the beginning of the first full pay period of leave of absence without pay except as provided in 1 and 2, immediately below.~~

- ~~1. Federal Family Medical Leave Act ("FMLA") or California Family Rights Act (CFRA) Leaves of Absence, hereafter referred to as FMLA/CFRA. See County Form PER1050, "Notice to Employees of Rights Under Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)." The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA/CFRA leave of absence without pay as if the employee were working or on paid leave. Employees on an approved FMLA/CFRA leave shall be responsible for their medical premium costs during such leave of absence without pay. Failure by the employee to make required payments in advance shall result in the employee and any dependents losing coverage under employee insurances. Should the period of leave of absence without pay extend beyond the duration of any approved FMLA/CFRA leave for which the employee is entitled, payments for continued employee insurance coverage shall be as specified elsewhere in this Section (10.7).~~

~~Continuation of Employee Insurance Coverage While on Other Medical Leave of Absence (non-FMLA/CFRA Leave). The County's contribution towards the Employee-Only medical, dental, vision and life insurance coverage shall continue during the period of the employee's Other Medical leave of absence without pay.~~

- ~~2. Continuation of Employee Insurance while on Personal Leave of Absence. The employee on Personal Leave of Absence is not eligible to receive the County contribution towards any insurance benefits for themselves or their dependent(s).~~

1. An employee on any of the above types of leave other than Personal leave is responsible for paying the County the employee contribution toward dental, dependent vision and supplemental

life insurance and any other similar fee for service benefits in order to retain these services. The County will continue to cover the regular County contribution.

2. An employee on a Personal leave of absence is responsible for paying the County both the full County and the full employee contributions toward the premiums for both the employee and their dependents for dental, vision, and both regular and supplemental life insurance, and any other similar fee for service benefits in order to retain these services.
3. During any unpaid leave, the employee is responsible for paying the County their regular contribution toward any pre-tax program they are enrolled in under Article 10.1.F. (Flexible Spending Account).

D. Repayment

The County shall have the right to recover from the employee any unpaid contributions due under this Article (10.7).

a. Current Employees

If the employee continues employment with the County following the end of the unpaid leave, upon the employee's return to paid status the County shall provide the employee with a written accounting of any amount due and shall recover that amount through payroll deductions. Such deductions shall not exceed \$250 per pay period and shall continue until the full amount due has been recovered.

b. Separated Employees

If the employee separates from County employment before the full amount due has been recovered, the County shall have the right to recover any amounts still owing through ~~amounts unpaid and non-recoverable with regard to employee/dependent coverage through payroll deduction~~, attachment of wages, deduction from wage/accrual payoff upon separation, civil action, or other actions.

10.8 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS

Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the County. It is the responsibility of each employee to notify the Employee Insurance Benefits Unit of the Personnel Department upon any enrolled dependent(s) becoming ineligible.

10.9 ENROLLMENT AND RE-ENROLLMENT OF EMPLOYEES AND DEPENDENTS

All employees must enroll in dental, vision, life and long-term disability group insurances provided for employees in the General Representation Unit. Such employees may enroll eligible dependents under the enrollment and eligibility provisions specified in the plan documents for the group dental and vision insurances. Any dependents of an employee must be enrolled in the same dental plan as the employee. Effective each year of this Memorandum of Understanding, the County shall cause an open enrollment to take place in the dental, vision, and alternate medical plans to be scheduled concurrent with PERS medical plan enrollment.

10.10 The County shall meet and confer with the Union prior to making any changes in medical, dental, life, EAP or vision providers or changes to dental and vision summary plan documents during the term of this agreement.

10.11 EMPLOYEE ASSISTANCE PROGRAM

The County provides an Employee Assistance Program through MHN or comparable plan.

ARTICLE 11 MEAL PERIODS, REST PERIODS, CLEAN-UP TIME

11.1 MEAL PERIODS

All full-time employees shall be granted a meal period not less than thirty (30) minutes, scheduled at approximately the mid-point of the work period. Supervisors should make advance arrangements for relief or coverage as needed to ensure that employees are able to take their meal periods. An employee who is not relieved of duty in time to take their scheduled meal period should immediately notify their supervisor, who shall be responsible for arranging coverage as needed so the employee can take their meal period as soon thereafter as possible. Employees required to be at workstations for eight (8) or more consecutive work hours shall have their meal period during work hours.

11.2 REST PERIODS

All employees shall be granted a rest period during each four (4) hours of work. Departments may make reasonable rules concerning the rest period scheduling. Rest periods shall be taken as close to the middle of the work period as is practicable. Supervisors should make advance arrangements for relief or coverage as needed to ensure that employees are able to take their rest periods. If an employee has the opportunity to take a rest period but fails to do so, the rest period is waived. Rest periods not taken shall be waived.

Restroom breaks shall not count against employees' rest periods.

11.3 CLEAN-UP TIME

Employees whose work causes their person or clothing to become soiled shall be provided with reasonable time for wash-up at shift end. For purposes of computing time worked for overtime under FLSA, a maximum of fifteen (15) minutes at shift end shall be allowed for wash-up. Employees whose work is of the nature where they are exposed to unclean or unsanitary conditions shall be provided with reasonable time for wash-up prior to mealtime.

ARTICLE 12 OVERTIME

12.1 DEFINITION

Overtime is any authorized time worked in excess of forty (40) hours per week, in a seven (7) consecutive day (i.e., 168 consecutive hours) work period. Employees shall receive payment for all overtime worked in the amount of one and one-half times their FLSA "regular" hourly rate.

12.2 AUTHORIZATION

Employees cannot work overtime without the advance approval of department heads or their designated agents. Advance approval may include written instructions from department heads for standard situations, and such instructions may be changed by department heads from time to time. Operational needs vary by department. Departments shall ensure that plans are in place to relieve employees at the end of their scheduled shifts. Departments shall ensure that employees are relieved at the end of their scheduled shifts when overtime is not approved. This shall not prevent the parties from mutually agreeing to other arrangements.

12.3 COMPUTATION

- A. Unless specifically provided otherwise in this Article, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: annual leave; sick leave; vacation; court leave; any balance of compensatory time; paid leave for participation in County examinations or selection interviews or for purposes of donating blood; pay for time not worked in the event of a natural disaster; and mandatory leave with pay.
- B. Holidays.
1. When a holiday falls on an employee's regular workday, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for purposes of computing overtime.
 2. Holidays which occur on a day other than the employee's regularly scheduled workday shall not be counted as time worked for purposes of computing overtime.

12.4 Notwithstanding the other provisions of this Article, all time in paid status except compensatory time off will apply towards overtime for the following classes only:

Public Works Maintenance Worker I – IV
 Public Works Supervisor
 Sanitation Maintenance Worker I – III
 Pump Maintenance Mechanic
 Disposal Site Maintenance Worker
 Heavy Equipment Operator-Disposal Sites
 Transfer Truck Driver
 Heavy Equipment Mechanic I
 Heavy Equipment Mechanic II
 Supervising Heavy Equipment Mechanic
 Public Works Dispatcher
 Heavy Equipment Service Worker
 Solid Waste Inspector I/II
 Environmental Program Coordinator

Treatment Plant Operator in Training
 Treatment Plant Operations Supervisor
 Senior Treatment Plant Operator
 Lead Heavy Equipment Operator
 Cashier-Disposal Site
 Accounting Clerical Supervisor – Disposal Site
 Electrical Instrumentation Supervisor
 Electrical Instrumentation Technician I
 Electrical Instrumentation Technician II
 Treatment Plant Operator

12.5 Employees shall receive payment for all overtime worked in the amount of one and one-half times their hourly salary rate, except as provided immediately below. Upon the approval of the department head or ~~his/her~~ their designee, employees may receive compensatory time for overtime worked in lieu of overtime pay.

Compensatory time shall be compensated at the rate of one and one-half hours of compensatory time for each hour of overtime worked in lieu of compensation in cash. However, overtime shall be compensated in cash whenever and to the extent that overtime would result in a compensatory time balance to the credit of an employee in excess of eighty (80) hours. (80 hours of compensatory time represents 53.3 hours of overtime work.) Regardless of whether overtime is compensated in cash or compensatory time, any differentials/ premium pay applicable in the work period when the overtime is worked shall be shown on the time card for that period, and shall not be shown on the time card when any resultant compensatory time is taken off.

12.6 COMPENSATORY TIME

- A. If an employee makes a request in writing and gives reasonable advance notice (i.e., at least two weeks in advance) and said time off request does not unduly disrupt the operation of the department, the appointing authority shall grant the request. Departments cannot require employees to take compensatory time off for the purpose of avoiding overtime pay.
- B. Employees being appointed to a position in this representation unit from another unit in which they have earned compensatory time must use or be paid off for such compensatory time at the time of their appointment to a position in this representation unit.

12.7 DISTRIBUTION OF OVERTIME

The distribution of overtime shall not be arbitrary or capricious. Overtime work shall be distributed among workers in the same classification series and applicable work unit as equally as practical. Whenever practical, the principle of seniority shall be applied in the offering of overtime. When a legitimate reason for declining overtime is presented to management, a reasonable effort will be made to accommodate the employee.

ARTICLE 13 ON-CALL DUTY AND CALL BACK DUTY

13.1 ON-CALL DUTY

- A. Defined. On-call duty is defined as the requirement by the department for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one-hour period. ~~To be assigned on-call duty, an employee must be on a written on-call departmental schedule that has been approved by the County Administrative Officer.~~
- B. Time Worked.
1. Time spent in answering phone calls or responding to calls by phone is considered time worked which counts towards overtime.
 2. An employee who is called back to duty shall be considered on-call until ~~he/she~~ they reaches the job site. Travel time to the job site shall not be considered time worked.
 3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on call pay.
- C. Compensation.
1. ~~Except as specifically provided in sub-paragraph 2 of this paragraph, an employee assigned on-call duty shall receive \$2.00 per hour when assigned to be on-call (or \$16.00 for an eight-hour period, \$32.00 for a sixteen-hour period, and \$48.00 for a twenty-four-hour period).~~
 2. ~~Employees in the following classes shall receive \$3.00 per hour when assigned to be on-call: Mental Health Client Specialist, Senior Mental Health Client Specialist, Mental Health Supervising Client Specialist, Community Mental Health Aide, Clinical Psychologist.~~
 3.
 1. Effective September 13, 2014 all employees assigned on-call duty shall receive \$3.00 per hour when assigned to be on-call.
 2. Effective the first full pay period after Union ratification and Board of Supervisors approval, all employees assigned on-call shall receive \$4.00 per hour (or \$32 for an 8-hour period, \$64 for a 16-hour period, and \$96 for a 24-hour period) when assigned to be on-call.
- D. Union Notification. The County shall notify the Union whenever the County intends to add or remove positions in the bargaining unit from the approved on-call list.

13.2 CALL-BACK

- A. Defined. Employees who are ordered to return to their work site or another specified work site by the department head or a designated agent following the termination of their normal work shift shall be

considered to be on call-back unless otherwise provided in this Article (13). Responses to phone calls or performing work at home shall not be considered call-back duty. Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and receives a call canceling a call-back, the two- (2) hour minimum in B, below, shall apply. Such payment shall not be considered for time worked.

- B. Compensation. Employees who are called back shall be compensated for the actual time worked at one and one-half times their regular hourly rate provided that a minimum of two (2) hours of overtime compensation shall be allowed for all periods of work less than two (2) hours.
1. Employees in Informational Technology (IT) classifications, who are authorized by the department head to remotely access County IT systems and who are able to meet operational needs shall be compensated as outlined below in 13.2.B.1.a
 - a. Employees who work remotely shall be compensated for the actual time worked at one and one-half times their regular hourly rate provided that a minimum of one (1) hour of overtime compensation shall be allowed for all periods of work less than one (1) hour. Multiple calls within the same one (1) hour period shall be included in the time already compensated for in that one (1) hour period.

13.3 EMERGENCY RESPONSE - SOCIAL WORK STAFF

- A. Pursuant to Welfare and Institutions Code Section 16501 et seq., an incumbent in a position in the social worker and social work supervisor class series in the Human Services Division may be scheduled by the department head or a designated agent to be available and respond immediately to emergencies after normal hours of operation and be compensated as follows:
1. When scheduled to respond immediately to emergencies after normal hours of operation, the employee shall be compensated at the rate of \$7.25 per hour, or the Federal hourly minimum wage whichever is greater, and such time when the employee is available to respond shall be considered time worked.
 2. When responding to an emergency in accordance with these provisions, either by phone or in person, the employee shall be paid for actual time worked at ~~his/her~~ their regular hourly rate of pay.
 3. Time worked under (1) and (2) immediately above shall count towards overtime.
- B. Employees subject to this provision (13.3) shall be excluded from the provisions of 13.1 (On-Call Duty) and 13.2 (Call-Back).

ARTICLE 14 DIFFERENTIALS

The payment of differentials is assignment based.

14.1 APPLICATION

- A. Any of the differentials in parts 14.2 through 14.11 of this Article shall be paid on all time in a paid status.
- B. Any of the differentials in parts 14.2 through 14.11 of this Article shall be paid at one and one-half the specified rate for overtime hours worked.
- C. None of the differentials included in this Article shall be paid for the periods an employee is receiving on call pay or emergency response standby pay.

14.2 SHIFT DIFFERENTIAL

- A. Swing Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and 12:00 a.m. as a regular work assignment shall be paid a rate of ~~\$1.50~~ \$1.75/hour above their hourly salary rate for a swing shift differential. ~~Effective October 22, 2016, the rate shall be \$1.75/hour above the salary rate.~~
- B. Graveyard Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 12:00 a.m. and 8:00 a.m. as a regular work assignment shall be paid a rate of ~~\$1.65~~ \$2.00/hour above their hourly salary rate for a graveyard shift differential. ~~Effective October 22, 2016, the rate shall be \$2.00/hour above the salary rate.~~
- C. Corridor Application. The predominant number of hours scheduled in a shift determine the differential to be paid and the entire shift is to be paid at the appropriate shift differential. If equal hours are worked in each of the shift periods then the higher shift differential will be paid. If a split shift is worked where an individual works four (4) hours and then is off for a period of time and then returns to complete the four (4) hours, then the criteria of eight (8) consecutive hours has not been met and there is no eligibility for the differential.

14.3 BILINGUAL PAY DIFFERENTIAL

- A. The County shall provide bilingual payment of an additional ~~\$0.50~~ \$1.00 per hour above the base hourly rate where the employee is required by the appointing authority to use their bilingual skills at Level One and the employee is certified as qualified at Level One, by the County Personnel Director. ~~Effective September 27, 2014, the rate shall be \$1.00 per hour above the base hourly rate.~~

The County shall provide bilingual payment of an additional ~~\$0.85~~ \$1.35 per hour above the base hourly rate where the employee is required by the appointing authority to use their bilingual skills at Level Two and the employee is certified as qualified at Level Two by the County Personnel Director. ~~Effective September 27, 2014, the rate shall be \$1.35 per hour above the base hourly rate.~~

"Level One" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s). "Level Two" is the ability to converse in the second language(s); to read English and translate orally into the second language(s); read the second language(s) and translate orally into English; and to write in the second language(s).

- B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.

- C. The County shall periodically review positions covered by these provisions to determine the number, location, language and/or level of bilingual skill required of positions to be designated as requiring bilingual skills. The County may require retesting of employees for the purpose of certifying that employees possess the necessary skill level.
- D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

14.4 MORGUE CLEANING ALLOWANCE

One employee in the class of Custodian shall receive a differential of \$0.75 per hour over ~~his/her~~ their base hourly rate when assigned to clean the County morgue for a full work period. The assignment may be changed among employees from work period to work period, but only one person shall receive the differential within a work period. (A work period is a period of seven consecutive 24 hours, or 168 consecutive hours.)

14.5 DETENTION AND JUVENILE HALL FACILITIES DIFFERENTIAL

- A. Effective October 22, 2016, employees in the following classifications shall receive a differential of \$1.00 per hour above base hourly rate when assigned to detention facilities or the juvenile hall facilities:

Cook
Head Cook
Detention LVN
Detention RN
Detention Nurse Supervisor

14.6 LONGEVITY DIFFERENTIAL

- A. Prior to July 12, 1997: Employees who have completed 62,401 of County Service Hours shall be paid a Longevity Differential of 3.0% of their base hourly rate.
- B. On and After July 12, 1997: Employees who have completed 52,000 hours (equivalent to approximately 25 years of full-time employment) shall be paid a Longevity Differential of 3.0% of their base hourly rate. Effective the pay period beginning September 17, 2022, employees who have completed 41,600 County Service Hours (equivalent to approximately 20 years of full-time employment) shall be paid a Longevity Differential of 3% of their base hourly rate.
- C. For the purposes of the longevity differential only, employees with a break in service from Santa Cruz County may be credited for previous service years with the County of Santa Cruz with the approval of the County Administrative Officer (CAO); and only for service years with the County of Santa Cruz, if the employees had permanent Civil Service status and were in good standing at the time of separation, and return to County employment in a budgeted position within two years of separating ~~met or could meet the requirements under the Civil Service Rules Section XIII B. (Reinstatement).~~ The decision of the CAO shall be final.

D. For the purposes of the longevity differential only, employees who leave County service in order to pursue higher education may be credited for previous service years with the County of Santa Cruz with the approval of the County Administrative Officer (CAO); and only for service years with the County of Santa Cruz, if the employees had permanent Civil Service status and were in good standing at the time of separation, and return to County employment in a budgeted position within four years of separating, upon presentation of proof that the employees spent the full four years of separation enrolled in higher education. The decision of the CAO shall be final.

E. Employees are eligible for credit for previous service years under C or D but not both.

14.7 DETENTION NURSING DIFFERENTIAL

A. Evening Shift.

Employees assigned in a budgeted position in the classification of Detention Nurse or in the classifications of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight (8) consecutive hours or more which include at least four (4) hours of work between the hours of 5:00 p.m. and 11:00 p.m. as a regular work assignment, shall be paid an additional \$2.00 per hour above their regular hourly rate as an evening shift differential.

B. Night Shift (Graveyard).

Employees assigned in a budgeted position in the classification of Detention Nurse or in the classifications of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight (8) consecutive hours or more which include at least four (4) hours of work between the hours of 11:00 p.m. and 7:00 a.m. as a regular work assignment, shall be paid an additional \$4.00 per hour above their regular hourly rate as a night shift differential.

14.8 PHARMACIST IN CHARGE DIFFERENTIAL

An eligible employee in a budgeted position in the class of Pharmacist shall receive a differential of \$1.00 per hour when assigned by the Health Services Director to be in charge of a branch pharmacy and to be responsible for compliance with Federal and State laws pertaining to the practice of pharmacy in that location.

14.9 AGRICULTURAL BIOLOGIST AIDE LEAD DIFFERENTIAL

One employee in a budgeted position in the class of Agricultural Biologist Aide who is assigned by the department head to provide field supervision to employees assigned to the pest trapping program, including reviewing the quality and quantity of work and ensuring that sufficient supplies are on hand, shall receive an additional \$0.40 an hour as an Agricultural Biologist Aide Lead Differential. Such differential shall be effective on the first day of the first full pay period of assignment. Such differential shall cease at the end of the last pay period of assignment, unless the employee separates prior to the end of the pay period.

14.10 DUAL CLINICAL LAB SCIENTIST LICENSE AND MICROBIOLOGIST CERTIFICATE

Eligible employees in a budgeted position who have and maintain a dual Clinical Lab Scientist License and Microbiologist Certificate will receive a differential of 5.0% above their regular rate.

ARTICLE 15 OTHER COMPENSATION PROVISIONS

15.1 AUTOMOBILE MILEAGE REIMBURSEMENT

- A. The County agrees to reimburse employees for authorized use of their private ~~automobiles~~ vehicles at the Internal Revenue Service maximum allowable rate in effect at the time of travel as confirmed by the Auditor-Controller.
- B. Changes to the mileage reimbursement ~~above~~ rate will commence in accordance with Internal Revenue Service timelines and regulations ~~the first day of the month which occurs thirty (30) days after the publication of the change of the IRS allowable rate in the Federal Register.~~
- C. Employees are expected to travel by the shortest route between the two points of travel whenever feasible but may take an alternate route if circumstances make the shortest route impractical (e.g., traffic conditions, road work, etc.). Employees shall make a notation on their travel claim form of the reason for any alternate route taken.

15.2 REIMBURSEMENT FOR PROPERTY DAMAGE

In the event that an employee, required by ~~his/her~~ their department head to use a private automobile on County business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either ~~his/her~~ the employee's own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County in the sum not exceeding ~~\$150.00~~ \$2,000 provided that any claims the employee may have against ~~his/her~~ their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. ~~Effective September 11, 2013, the maximum reimbursement available shall be increased to \$1,000.00.~~

15.3 REIMBURSEMENT FOR LICENSES OR CERTIFICATES

Employees may be reimbursed for the cost of licenses or certificates under the following conditions:

- A. For licenses and certificates required by Federal, State or County laws or by class specifications:
1. Employees shall be eligible for a maximum reimbursement of \$600 per calendar year.
 2. Fees for California drivers' licenses shall not be reimbursed under these provisions; provided, however, that reimbursement shall be provided for Class A and B license fees, where such licenses are required by class specification.

3. Should the County require any licenses or certificates covered by Federal, State, or County laws or by class specifications above \$600 per calendar year the County will agree to meet and confer.
- B. For job-related but not required licenses and/or certificates, and subject to Department Head approval:
1. Employees in the classification of Building Permit Technician I, Building Permit Technician II, Senior Building Permit Technician, and Building Counter Supervisor shall be eligible for a maximum reimbursement of \$600 per calendar year for ICC certificates.
 2. Employees in the classification of Accountant I, Accountant II, Accountant III, Accounting Analyst, Auditor I, Auditor II, Auditor III, and Auditor IV shall be eligible for a maximum reimbursement of \$600 per calendar year for Certified Public Accountant certificates.
- C. Reimbursement pursuant to this Article shall only apply to fees paid by the employee during the calendar year. No reimbursement shall be made for fees of less than \$5. Employees shall not be reimbursed for the same license/certificate under this Article (15.3) and Article 25.

15.4 MEALS IN LOCKED FACILITIES

Employees regularly required to remain in a locked facility during their shift shall be entitled to receive one meal served during the shift. The value of such meal, if any, shall not be considered in the computation of any overtime pay. Employees required to work shifts of ten (10) hours or more are entitled to receive a second meal if they are required to eat with individuals they supervise and are not allowed to leave the facility for the convenience of the County.

15.5 MEAL ALLOWANCE IN DECLARED EMERGENCY

The County Administrative Officer may approve, after the fact, meal allowance payments for in- County meals under emergency conditions if the request is submitted within ten (10) working days. Approval of the department head or ~~his/her~~ their designee and the County Administrative Officer must accompany the claim. Meal allowance payments shall be in the amount of the maximum rate specified in Section 115 of the County Procedures Manual.

Meal payment for breakfast is allowable:

1. If the required emergency work begins at least two (2) hours before the beginning of the regular workday.

Meal payment for lunch is allowable:

1. If the required emergency work begins at least two (2) hours before the beginning of the regular workday and ends at least two (2) hours after the ending of the regular work day; or
2. At least twelve (12) hours of required emergency work occurs, and the regular lunch period falls within those hours.

Meal payment for dinner is allowable:

1. If the required emergency work extends at least two (2) hours after the ending of the regular workday; or
2. At least eight (8) consecutive hours of emergency work is required on any non-workday, two (2) of which fall after the ending of the employee's regular workday.

ARTICLE 16 PAID LEAVE

16.1 HOLIDAYS

A. Holidays Specified

The following are Holidays which apply for eligible General Representation Unit employees:

1. January 1 - New Year's Day
2. The third Monday in January, known as "Martin Luther King Jr. Day"
3. The third Monday in February, known as "Presidents' Day"
4. March 31, known as "Cesar Chavez Day"
5. The last Monday in May, known as "Memorial Day"
6. June 19, known as "Juneteenth"
7. July 4 - Independence Day
8. The first Monday in September, known as "Labor Day"
9. The second Monday in October, known as "Indigenous People's Day"
10. November 11 - known as "Veterans Day"
11. The Thursday in November appointed as "Thanksgiving Day"
12. The Friday in November - the day after Thanksgiving Day
13. ~~Half day on December 24 - "Christmas Eve". Effective calendar year 2018 and beyond, Christmas Eve shall be a full day holiday.~~
14. December 25 - "Christmas":

~~If January 1, March 31, July 4, November 11, or December 25 fall upon a Sunday, the Monday following is a Santa Cruz County holiday; and if any of said dates fall upon a Saturday, the preceding Friday is a Santa Cruz County holiday. Should December 25 fall on a Saturday, the preceding Friday is a Santa Cruz County holiday and the half-day on December 24 will be treated as a Santa Cruz County holiday for a half-day on the preceding Thursday. Should December 25 fall on a Sunday or Monday, the half-day on December 24 will be treated as a Santa Cruz County holiday for a half-day on the preceding Friday.~~

Holidays which fall on a Sunday shall be observed on the following non-holiday work day. Holidays which fall on a Saturday shall be observed on the preceding non-holiday work day.

B. Special Holiday Compensation

1. Employees who are in budgeted positions and who are required to work on Thanksgiving Day and/or December 25 shall receive, in addition to holiday pay, one and one-half of their regular hourly rate for all hours worked on these days.
2. Eligible employees who are required to work on the last Monday in May, July 4, and/or the first Monday in September shall receive, in addition to holiday pay, one and one-half their regular hourly rate for all hours worked on these days. Employees eligible for this provision are those in budgeted positions: regularly assigned to disposal sites in Public Works; in the Parks, Open Spaces and Cultural Services Department; in the classes of Cook or Sheriff's Records Clerk.
3. Employees to which these special holiday compensation provisions apply shall not receive another day off in lieu of holiday pay.
4. An employee who is called back to work on the holidays specified above in A and B shall be compensated in accordance with these provisions, notwithstanding the provisions of Article 13.2.

C. General Provisions

1. Compensation

- a. When a holiday falls on an employee's regular workday, the employee shall be paid at the regular hourly salary rate for ~~his/her~~ their normal schedule of hours of work as and for holiday leave.
- b. When a holiday falls on a day other than the employee's regularly scheduled workday, the employee shall be paid at the regular hourly salary rate for ~~his/her~~ their normal schedule of hours of work as and for holiday leave; or, the employee may be allowed to take an equal amount of time off work on a work day in the same work period as holiday leave in lieu of the holiday.

2. Non-Standard Work Schedule.

Employees whose weekly work schedule is different from a standard work schedule (i.e., eight hours a day, five days a week) shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.

3. Qualifications for Pay.

In order to qualify for holiday compensation, the employee is required to work or be in a paid status (e.g., sick leave, annual leave) on ~~his/her~~ their last scheduled workday prior to the holiday and ~~his/her~~ their first scheduled work day following the holiday.

4. During Paid Leave.

A holiday falling within a period of leave with pay shall not constitute a day of paid leave.

5. Not Applicable to Overtime.

Holiday leave shall not count as hours worked for purposes of overtime, unless otherwise specifically provided in this Agreement. (See Article 12.)

6. Holiday Compensation - Part-Time Employees.

Employees in part-time positions shall receive holiday compensation as follows:

- a. Holiday compensation shall be provided only for hours which are proportionate to those budgeted for the part-time employee's position (e.g., an employee working in a 20-hour-a week or half-time position would receive four hours of holiday compensation for a holiday occurring during the work week).
- b. Holidays that occur on a day other than the part-time employee's regularly scheduled workday shall be compensated either by salary at straight time or allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position.
- c. In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (e.g., sick leave, annual leave) on ~~his/her~~ their last scheduled workday prior to the holiday and ~~his/her~~ their first scheduled work day following the holiday.

16.2 ANNUAL LEAVE

A. Eligibility

Annual leave benefits shall only be provided to those employees in classes assigned to the General Representation Unit. Such annual leave benefits shall be provided in accordance with the following:

1. Full-time Employees.

Each employee in a full-time position shall be eligible to receive annual leave after the completion of 1040 hours of service from date of original appointment to a budgeted position. No annual leave shall accrue or be available to the employee prior to the completion of the required 1040 hours.

2. Part-time Employees.

Each employee in a part-time position shall be eligible to receive annual leave after completing hours of service equivalent to six (6) months; provided, however, that the six (6) months of service shall be determined by multiplying the authorized weekly number of hours for the position by twenty-six (26). No annual leave shall accrue or be available to the employee prior to the completion of the hours of service equivalent to six (6) months.

3. Provisional Employees on Original Appointment.

If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of eligibility for annual leave.

4. Employees Reappointed from Layoff.

Employees who are laid off from a budgeted position and then reappointed within a period of twenty-four (24) months of layoff shall receive credit for hours of service accrued prior to layoff for purposes of determining eligibility for annual leave.

5. Reinstated Employees.

Employees granted reinstatement within a period of twenty-four (24) months following resignation shall be considered as a new employee for purposes of annual leave unless the reinstatement follows layoff from a budgeted position.

B. Annual Leave Allowance

1. Employees Reappointed from Layoff (Within 24 months).

- a. Hours of service completed during prior employment with the County by reappointed employees shall be used in determining the annual leave accrual rate.
- b. Employees in budgeted positions who were not eligible for annual leave at the time of layoff shall, upon reappointment, be credited with hours of service accrued prior to layoff for purposes of determining the annual leave accrual rate.
- c. Payoff of unused annual leave at the time of layoff eliminates all earned annual accrued to employees.

2. Accruals

- a. Eligible full-time employees shall be credited with approximately 88 hours of annual leave upon completion of 1040 hours of service.
- b. Eligible part-time employees shall be credited with annual leave on a prorated basis proportionate to the authorized hours of their positions, upon completion of the required hours of service under subsection 16.2 A 2 of this section.
- c. Thereafter, each eligible part-time and full-time employee shall accumulate annual leave for each subsequent completed hour of service:

1040-10,400 hours of service (approximately 6 months through 4 years); .0846 hours per hour of service (approximately 22 days per year of service).

10,401-20,800 hours of service (approximately 5 through 9 years); .1038 hours per hour of service (approximately 27 days per year of service).

20,801-31,200 hours of service (approximately 10 through 14 years);

.1231 hours per hour of service (approximately 32 days per year of service).

31,201 hours of service and over (approximately 15 years and over);

.1423 hours per hour of service (approximately 37 days per year of service).

C. Conditions and Limitations on Use

1. Purpose.

Annual leave is a benefit provided for the employee in lieu of vacation and sick leave.

2. Accruals.

Employees receiving annual leave accruals shall not accrue vacation or sick leave benefits.

a. Vacation Accruals.

Any balance of vacation hours accrued to an employee in the General Representation Unit as of midnight of July 20, 1979, shall be added to annual leave and such hours shall be subject to the conditions outlined herein for annual leave.

b. Sick Leave Accruals.

Any balance of sick leave accrued to an employee in the General Representation Unit as of midnight on July 20, 1979 shall be retained as a sick leave credit for use in the case of a bona fide illness of the employee and subject to provisions as outlined in the Salary, Compensation and Leave Provisions of the County Personnel Practices, Subsection 166.4, "Sick Leave". For those who terminate employment after the July 20, 1979 date with a sick leave balance remaining to their credit, the provisions as outlined in Subsection 166.4 paragraph F, "Conversion of Sick Leave Upon Separation" shall apply.

3. Employee Illness/Care of a Family Member.

Employees shall become eligible to utilize annual leave for the purposes of sick time on the 90th day of employment. Annual leave with pay can be used in the case of a bona fide illness or incapacity of the employee upon the approval of the department head. The Personnel Director or a department head may require evidence in the form of a physician's and/or the County Medical Director's certificate of the adequacy of the reason for any absence due to illness or incapacity of the employee. Any employee who is a member of a bona fide religion, body or sect which has historically held objections to medical science and practices may appeal the requirement to the County Administrative Officer. Employees shall be given reasonable written advance notice of any requirements to provide medical verification.

a. Care of Immediate Family Member.

An employee may be granted permission to use annual leave in order that ~~he/she~~ they may care for a sick or injured member of ~~his/her~~ their immediate family requiring

~~his/her~~ their care, or in order that ~~he/she~~ they may obtain medical consultation to preserve ~~his/her~~ their health. Immediate family shall mean son or daughter including variation of step or foster, spouse or domestic partner, parents, grandparents, grandchild, brother or sister of the employee or any person living in the immediate household of the employee.

- b. Employees shall be granted permission to use accrued annual leave to attend to the illness of a child, parent, spouse or domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of annual leave as sick leave also shall apply to the use by an employee of such leave to attend to any illness of ~~his or her~~ their child, parent, spouse or domestic partner. As used in this paragraph: "child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

4. Time for Annual Leave.

The scheduling of annual leave shall be determined by the appointing authority after mutual consideration of employee convenience and administrative requirements. An employee's supervisor will respond in writing to written requests for annual leave (Form PER1082) within ~~twenty-one~~ fourteen (2114) calendar days of receipt of the written request. If a request is denied, the supervisor will state the specific administrative requirements for the denial. It is understood that the criteria used by departments to prioritize annual leave requests may vary by function, specialty, occupational area, skill and/or organizational unit. Beginning December 12, 1991, each County department will provide employees in this representation unit with written criteria by which that the department prioritizes annual leave requests. The scheduling of annual leave requests shall not be capricious or arbitrary.

5. Maximum Accrual.

Annual leave credit may only be accumulated to a limit of two and one-half (2 1/2) times the number of annual leave hours being earned.

6. Increments.

Department heads may allow employees to take annual leave time off in increments as small as .01 hours.

7. No Loss of Credits.

No department head shall cause an employee to lose earned annual leave credits. It shall be a shared responsibility of the employee and supervisor to ensure that the parties coordinate the scheduled time off. It is the responsibility of the operating department to notify the employee when they are within four (4) pay periods of reaching their maximum vacation accruals, and it is the responsibility of the employee to request time off in order to avoid loss of accruals. Requests for time off shall be made in accordance with Article 16.2 C.4.

8. Donations to Voluntary Time Bank.

All employees covered by this agreement may voluntarily participate in the following County of Santa Cruz voluntary time bank programs, provided the conditions of the County Policy are met: Voluntary Time Bank for Catastrophic Illness or Injury; Voluntary Time Bank for a Continuing Catastrophic Illness or Injury; Voluntary Time Bank for Natural Disasters; Voluntary Time Bank established for an employee who must settle family affairs resulting from the death of an immediate family member. It is understood that participation in this program is voluntary.

9. No Duplication with Workers' Compensation or State Disability Insurance (SDI/PFL)

Accrued annual leave may be prorated to add to Workers' Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

Accrued annual leave may be prorated to add to SDI/PFL temporary disability benefits. Employees on SDI/PFL who choose to integrate their accrued annual leave must use a minimum of 30 hours a pay period, prorated for part-time workers, so long as this does not cause the employee to exceed their normal pay.

D. Annual Leave Payoff Upon Separation.

Full-time and part-time employees who are eligible for annual leave under subsection 16.2 A of this section shall be paid the monetary value of any earned annual leave to their credit at the time they separate from County service. Payoff of unused annual leave upon separation eliminates all earned annual leave accrued to employees.

16.3 OTHER LEAVE WITH PAY

A. Required Court Leave

1. During Working Hours.

All employees shall be granted leave with pay from their work for such time as they may be required to serve in a court of law;

- a. as jurors; or
- b. as witnesses on behalf of the County, unless such service is part of the employee's work assignment; or
- c. as witness as required by subpoena based on their occupational expertise as employees of the County, unless such service is part of the employee's work assignment.

2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their County positions during

the period of required court attendance, or the period of time taken off as provided in 3 and 4 below.

3. Any employee assigned to swing or graveyard shift, for the hours of required court leave, in accordance with 1, above, shall not be compensated for the period of required court duty but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime.
4. Employees required to serve in a court of law in accordance with 1, above, on their day off shall not be compensated for the period of required court leave but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime.
5. No deductions shall be made from the salary of employees while on jury duty if they have waived or remitted to the County the fee for jury duty. If they have not so waived or remitted the jury fee, they shall be paid only for the time actually worked in their County positions.

B. County Examinations/Interviews

All employees shall be granted leave with pay from their work for a reasonable period of time to participate as candidates in examinations or selection interviews for promotional opportunities and transfer interviews with the County, provided they request such leave in advance.

C. Donation of Blood

All employees may be granted leave with pay from their work for two (2) hours at the time of donating and for the purpose of donating blood.

D. Natural Disaster

In the event of a natural disaster or equivalent event for which the Board of Supervisors or County Administrative Officer deems it necessary to temporarily close an affected County facility, the County Administrative Officer shall authorize pay for time not worked by employees in this unit subject to the limitations of this section. Employees ordered to leave work or ordered not to report to work, shall receive "other leave with pay" as follows:

First Eight (8) Hours - 1 hour for each scheduled hour missed

Second Eight (8) Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Third Eight (8) Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Additional Hours - No compensation, except employee may use paid time off (i.e., annual leave, vacation, any compensatory time balance remaining)

E. Assault Leave

When an employee sustains a physical injury in the course of employment as a result of physical contact with another person which requires medical attention, and providing the injury is reported immediately to the employee's supervisor, ~~he/she~~ the employee shall receive ~~his/her~~ their hourly salary rate for regularly scheduled work hours each working day when disabled during the three (3) day waiting period provided by the California Workers' Compensation Act.

F. Bereavement Leave

Employees shall be granted bereavement leave with pay by ~~his/her~~ their appointing authority in the case of the death of the following family members:

the parents of the employee,
the employee's spouse/domestic partner,
the parent's of the employee's spouse/domestic partner,
the step-parents of the employee and/or employee's spouse/domestic partner,
the grandparents of the employee,
and the brother and/or sister of the spouse/domestic partner of the employee.

Also included are the sister and brother of the employee; children, grandchildren, stepchildren and adopted children of the employee and/or spouse/domestic partner. Family members listed above pertaining to the employee's domestic partner are recognized by the County after submission of an Affidavit of Domestic Partnership. Such leave shall be limited to three (3) days per occurrence within California. Such leave shall be limited to five (5) days per occurrence for death occurring outside of California if the employee will travel out of state. Such leave shall be limited to three (3) days per occurrence for death occurring outside of California if the employee will not travel out of state. One "day" of bereavement leave as used in this Article shall be equivalent to eight hours for full-time employees, and shall be pro-rated for part-time employees.

ARTICLE 17 LEAVES OF ABSENCE WITHOUT PAY

17.1 GENERAL PROVISIONS

The granting of any leave of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment (except as provided in Article 3.7 of this Memorandum of Understanding). The decision to grant or deny an employee's request for a leave of absence without pay shall not be capricious or arbitrary. Employees in this unit are covered under State Disability Insurance and Paid Family Leave through the State of California. The County and Union agree to abide by Federal and State laws as they pertain to FMLA, CFRA, and FEHA.

17.2 DEPARTMENTAL LEAVE OF ABSENCE WITHOUT PAY UP THROUGH 160 WORKING HOURS

A departmental leave of absence without pay shall not exceed 160 working hours (prorated for part-time employees).

A. Eligibility

1. Permanent and Non-Civil Service Employees.

An employee who has permanent or non-Civil Service status in their present class may be granted leave of absence without pay by the appointing authority for the purpose of improving the educational advancement or training of the employee for their position or career in County service, for cases of extended illness for which sick leave is not available, or in the event of urgent personal affairs that require the full attention of the employee.

2. Probationary or Provisional Employees on Original Appointment.

Employees on an original appointment with probationary or provisional status may be granted a departmental leave without pay by the appointing authority in the case of illness or where it is clearly in the best interest of the County and requires the full attention of the employee, or as may be required under Federal or State Family Leave Acts.

17.3 LEAVES OF ABSENCE WITHOUT PAY WHICH EXCEED 160 WORKING HOURS

Employees may be granted a leave of absence without pay in excess of 160 hours in accordance with paragraphs A (1) and (2) of subsection 17.2 of this section subject to prior approval of the Personnel Director (prorated for part-time employees). The maximum period of leave of absence without pay is one (1) year, pursuant to Civil Service Rule XI B.

17.4 RIGHT OF RETURN

A. Permanent Employees.

The granting of leave of absence without pay to an employee who has permanent status in their present class guarantees the right of their return to a position in the same class in ~~his/her~~ their department at its expiration, or at an earlier date after mutual consideration of the employee's request and the administrative requirements.

B. Probationary and Provisional Employees on Original Appointment and Non-Civil Service Employees.

The granting of a leave of absence without pay to an employee on an original appointment with probationary or provisional status or in a position with non-Civil Service status does not guarantee the right of return, except as may be required under Federal and State Family Leave Acts.

17.5 FAILURE TO RETURN

Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned.

17.6 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY ON SERVICE HOURS

During any unpaid period of leave, except for the first 152 working hours, an employee will not accrue service hours for purposes of step advancement, probationary period, or County service hours, except as may be required by Worker's Compensation provisions. Similarly, no paid leave (e.g. vacation, annual leave, sick leave, administrative leave) will accrue during any leave of absence without pay except as may be required by Worker's Compensation provisions.

17.7 PREGNANCY DISABILITY LEAVE

California law and the County's Personnel Regulations, Section 150, "Santa Cruz County Maternity Leave Policy" provide that the County will grant female employees a Pregnancy Disability leave of absence (paid or unpaid) for a minimum of six (6) weeks on account of normal pregnancy, and a maximum of four months for disabilities arising from pregnancy, childbirth or related medical conditions. Such leave is available only when the employee is disabled from work due to pregnancy. These provisions apply to all employees, regardless of status (e.g., provisional, probationary, permanent, non-civil service).

Pregnancy disability leave requires a physician's statement (PER1081A form) certifying that the employee is unable to perform the essential duties of her position under the current medical condition and continues only for the period of continued physician's certification of the employee's medical disability. The statement from the employee's physician should indicate the estimated date of delivery, whether the pregnancy is normal or not, and if it is not, a statement of prognosis. It is the responsibility of the employee to request leaves in advance in accordance with the Personnel Regulations of the County of Santa Cruz. It is the employee's responsibility to ensure that the necessary physician's certification is provided.

Medical leave in excess of four months on account of complications from pregnancy or childbirth, which result in the disability of the affected employee, may be granted at the discretion of the appointing authority and with the approval of the Personnel Director. While the granting of such leave is discretionary, departments should monitor any denials of such leave to ensure that similarly situated employees are treated in a like manner within the unit or department.

After the period of Pregnancy Disability Leave, employees seeking additional leave to care for a newly born or adopted child must request leave of absence under FMLA/CFRA, or the Personal/Educational leave of absence policies.

17.8 PARENTAL LEAVE - PERSONAL LEAVE (For employees who are NOT eligible for leave under FMLA/CFRA)

Personal leave (including accrued paid leave such as vacation or annual leave, and leave of absence without pay) associated with maternity, paternity, or adoption may be granted at the discretion of the appointing authority in accordance with provisions governing such leave in Section 160 of the Personnel

Regulations. A reasonable period of personal leave connected with maternity, paternity, or adoption is two (2) months.

- A. For pregnancy/childbirth, this two (2) month period would include any requested time off which does not meet the pregnancy disability requirements stated above (including any time taken off prior to birth when the pregnant employee is not disabled, as well as time taken off by the employee after the disability period).
- B. For all the father parents of a newborn child or for the parent(s) of a newly adopted child not covered by 17.8(A), this two (2) month period includes any time taken off from the date of birth or adoption. Additional personal leave related to maternity, paternity, or adoption may be granted at the discretion of the appointing authority. Departments may require documentation to support a request for personal leave for ~~paternal~~ these reasons.
- C. Employees in this unit are covered under State Disability Insurance and Paid Family Leave through the State of California.

17.9 CONTINUATION OF INSURANCE BENEFITS DURING LEAVE WITHOUT PAY

To ensure continuation of insurance benefits, employees must notify the Employee Insurance/Benefits Division of the County Personnel Department when granted a leave of absence without pay in excess of one pay period. (See Article 10.7).

17.10 LIMITATIONS ON USE

- A. Comp Time: Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay, except that comp time shall be permitted to be integrated with State Disability Insurance.
- B. Annual Leave: In case of their own illness, employees must use annual leave through the end of any disability waiting period. The County permits but does not require employees to continue use of annual leave beyond the waiting period during their own illness. Employees are required to use annual leave to care for a family member. The County permits but does not require employees to use annual leave during a period of non-disability leave in connection with the birth, adoption or foster care of a child.
- C. Specific beginning and ending dates must be identified for any leave without pay.
- D. Paid leave shall not be used, received or earned for any period of leave of absence without pay, except as provided for in the County Time Bank Policy.

ARTICLE 18 EMPLOYEE PARKING/BUS PASSES

The County currently has a program that provides free bus passes for employees in the County Government Center area; these passes are paid for from permit fees for parking in this area. Should the County begin charging for employee parking in work locations other than the County Government Center area, the County shall make free bus passes available to employees in such work locations. The

County agrees to meet and confer on increases in rates for County provided parking spaces for employees in this unit. The County agrees to meet and confer on the impact of policy changes adopted by the Board of Supervisors regarding employee parking.

ARTICLE 19 EMPLOYEE RIGHTS

19.1 ADVERSE ACTION

No adverse action of any kind shall be taken against any employee based upon material and/or documentation of which the employee has not been informed. A copy of any material and/or documentation used by the department as a basis for substantiating the action shall be provided to the employee. "Adverse action" is defined as a dismissal, demotion, suspension, placement at a lower salary step in the salary range of the employee, written reprimand, or transfer for purposes of punishment. An employee may file a written response to any written reprimand entered in ~~his/her~~ their personnel file. Such written response shall be attached to, and shall accompany the written reprimand. An employee who receives a written reprimand shall be afforded an opportunity to meet with the appointing authority regarding the reprimand, together with a representative of ~~his/her~~ the employee's choice. Nothing in this section shall be construed to modify County Code or Civil Service Rule provisions regarding disciplinary actions (i.e., dismissal, suspension and demotion).

19.2 ALTERNATE DISCIPLINARY APPEAL

The County and Union agree that in some disciplinary cases it would be appropriate and beneficial to use the services of an arbitrator/hearing officer.

- A. Employees, with Union approval, may utilize an arbitrator for disciplinary actions (suspensions, demotions, dismissals) provided they waive their right to an appeal before the Civil Service Commission. This alternative shall apply only to disciplinary actions that can be appealed to the Civil Service Commission.
- B. The arbitration for disciplinary actions will use arbitrators from State Mediation and Conciliation Service that are mutually selected by the County and Union. The arbitrator for each disciplinary hearing will be selected by random method from the list provided by State Mediation and Conciliation.
- C. The arbitration shall be subject to all the provisions of Title 9 of Part 3 of the California Code of Civil Procedure, commencing with Section 1280 except for the following special provisions of this agreement:
 1. Appeals must be heard within thirty (30) days from the date of appeal.
 2. The arbitrator must issue findings and decisions within thirty (30) days of the date of the hearing.
 3. Back pay awards are limited to a maximum of sixty (60) days.
 4. The arbitrator shall be bound by all County ordinances and resolutions and the Memorandum of Understanding.
 5. The costs for the arbitrator shall be equally shared by the Union and County.
 6. Each party shall bear their own costs of representation.

7. Proceedings shall be taped; the party requesting a transcription shall bear the cost of transcription.

- D. Employees with Union approval, may request mediation, utilizing State Mediation and Conciliation Service in lieu of arbitration or the Civil Service Commission. The County and the employees shall attempt to reach mutual agreement on a mediator. If they do not, they shall mutually request assignment of a mediator from the State Mediation and Conciliation Services.

19.3 PERSONNEL FILES

The personnel file of each employee shall be maintained in the Personnel Department. Written material or drafts of written materials to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy. Employees shall be provided with copies of any written personnel related material except routine clerical transactions. The employee or ~~his/her~~ their designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to written materials in the employee's personnel file that do not bear the employee's signature. The written response shall be placed in the employee's personnel file. An employee and/or ~~his/her~~ their designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

All personnel files, including the file maintained in the Personnel Department and the operating department, shall be kept in confidence and shall be available for inspection by only the named employee, ~~his/her~~ their designated representative, the Personnel Department in the performance of duty, and the supervisor/administrator with the specific responsibility to know its contents. Employees may designate a representative, who upon authorization of the employee, shall have access to that employee's personnel file for the purpose of assisting or advocating the rights of such employee. Any person reviewing an employee's file in the County Personnel Department or in the operating department (except for routine clerical transactions) shall be noted and dated in the employee's file at the time of the review.

19.4 ACCESS TO PERSONNEL REGULATIONS

Employees shall be allowed reasonable access to the County ~~P~~ersonnel ~~R~~egulations, which are available on both the County Intranet and on the Internet ~~manual in the employee's department.~~

19.5 EVALUATION

Each employee's supervisor is responsible for evaluating the employee's performance. Failure of the supervisor to present the employee with an evaluation within thirty (30) calendar days of the due date unless extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee as of the due date. No extension will be granted beyond ninety (90) days. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation shall include documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

For purposes of this Article a negative evaluation means an overall rating of below standard. All evaluations with a below standard rating may be appealed to the Personnel Director as outlined in the Civil Service Rules.

Evaluations presented after thirty (30) calendar days of the due date with an overall “meets standard” rating that includes substandard comments may be reviewed by the Personnel Director. The Personnel Director’s review is limited to whether or not the evaluation contains the required documentation and specific recommendations required herein or fails to adhere to the Civil Service Rules. The timeline and process for the review shall follow the steps for a negative evaluation as outlined in the Civil Service Rules. Pursuant to Civil Service Rule 130.X.E.5, the Personnel Director’s decision is final and binding. An employee may designate a representative for the purpose of assisting or advocating the right of the employee pursuant to an appeal of an evaluation. Only one (1) original and two (2) copies of an employee evaluation shall be made. The employee shall receive one copy, the department shall retain one copy, and the original shall be forwarded to the County Personnel Department for inclusion in the employee's personnel file. However, the employee's supervisor may also retain a copy of the most recent evaluation provided such evaluation is maintained in confidence. Employee appeal rights and appeal process shall be printed on the evaluation form.

19.6 DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the County in accordance with and subject to, the provisions of California Government Code Sections 825 et seq., 995 et seq., and 996 et seq.

ARTICLE 20 HEALTH AND SAFETY

The Union and the County agree that it is in the best interest of all concerned to provide a safe and healthy working environment. The County shall abide by CAL-OSHA and all other applicable federal and state codes relating to employee safety and health while on the job. In order to assure that health and safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:

- A. Employees shall report health or safety hazards to their immediate supervisor. Under no circumstances shall there be retaliation, harassment, or intimidation of any worker for any reporting of any possible health or safety hazard, or for any request for an ergonomic evaluation.
- B. In the event of a reported workplace hazard, the immediate supervisor shall notify the County Safety Officer for possible guidance/advisement and issue tracking. If the immediate supervisor is unable to abate the hazard promptly, the matter shall be referred to the department head or designee who within 14 calendar days will meet with the employee and the immediate supervisor regarding the matter.
- C. If the department head or designee is unable to abate the hazard promptly, the matter shall be referred to the County Safety Officer for resolution. The County Safety Officer shall investigate and act within the limits of ~~his/her~~ their authority on identified potential hazards in a timely manner. The

County Safety Officer shall forward ~~his/her~~ their findings to the Personnel Director for action as ~~he/she~~ they deems appropriate.

- D. Additionally, the Union shall appoint four representatives to the County Labor/Management Health and Safety Committee to meet with the County Safety Officer quarterly regarding the County Health and Safety Program. Health and Safety Committee meetings shall be quarterly at mutually agreed times and places unless there is an agreement not to meet. Activities may include, but are not limited to, accompanying the Safety Officer on safety inspections, reviewing reports on hazards and injuries, reviewing health and safety practices, developing advisory programs and services on safe work practices, recommending health and safety training programs, and making recommendations on the above matters to departments and/or the County Administrative Officer.

Upon request, the County shall provide to the Health and Safety Committee and the Union a copy of OSHA Log 300 and other information that is reasonably available and non-confidential on work-related injuries and illnesses. In the event of emergency conditions posing immediate danger to the health and safety of County employees; the County Safety Officer will arrange for immediate release time for the chair of the Health and Safety Committee or other designated committee member to meet jointly with the County Safety Officer at the specific work site.

The County shall make every reasonable effort to provide a safe and healthy workplace and protect employees from workplace violence. Protective measures may include the following as appropriate:

- Safety trainings on a regular basis
- Evaluations for ergonomic issues and concerns
- Assignment of contract security personnel
- Training in assault prevention and in management of assaultive behavior
- Installation in County facilities of security equipment
- Necessary safety equipment for staff on field assignments
- Reasonable measures for security in employee parking lots

E. Right to Act:

No employee will be disciplined for reasonably refusing to perform an unsafe act or job.

ARTICLE 21 CLASSIFICATION ACTIONS AND SALARY PROTECTION

21.1 CLASSIFICATION ACTION

- A. The County shall notify the official Union representative regarding appropriate classifications whenever the County intends to classify, reclassify, create, modify, and/or abolish classes or class specifications existing in or appropriate to the bargaining unit represented by the Union. The Union shall respond within ten (10) working days of the notice. The time limit for response may be extended upon request. Upon request, both parties shall meet and mutually share information, excluding work products, with regard to the classification study. Upon request by the Union, up to four (4) hours of release time per month shall be granted for two (2) bargaining unit employees for work on classification actions.

- B. On a first come, first served basis, up to thirty (30) unit employees may submit requests for classification review of their positions during the month of January of each year directly to the Personnel Department. A completed Long Form Position Description Form (PDF) (PER65BF) shall accompany each employee's request. The PDF should highlight and describe in detail those duties which the employee believes are beyond the scope of ~~his/her~~ their current class specifications. After consulting with the employee's appointing authority (Department Head or designee), the Personnel Department shall provide a detailed explanation including the reasons for any denials if an employee is denied. Within four (4) weeks of receipt of the PDF, the Personnel Department will inform the employee in writing when ~~his/her~~ their study is scheduled. The study will be completed, and the results implemented within one (1) year of the date the PDF was received in the Personnel Department. The Personnel Department shall provide a written report outlining the reasons for approval or denial of the classification request. The employee's request for a classification study does not require the approval of the employee's supervisor.

21.2 UNIT ASSIGNMENT

The County agrees to consult with the Union on the assignment of new classes to bargaining units subject to timely notification to the Union of intent of unit assignment by the County, and timely response to that notice by the Union. It is agreed that this provision supersedes sub-section 181.7C of the Employer-Employee Relations Policy section on Establishment of Representation Units.

21.3 SALARY PROTECTION

A. Overfill Status

When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent shall retain the salary of ~~his/her~~ their former class by being placed in an overfill status for a period not to exceed five (5) years from the effective date of reclassification. The provision of overfill status is a protection device which is intended to reduce the impact of downward reclassification upon compensation and class seniority. While in an overfill status, the incumbent employee shall be eligible for step advancement, general salary adjustments and accrue seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class shall also apply to the incumbent employee while in the overfill status. Overfill provisions of the County shall be terminated at such time as the equivalent step within the salary range for the new class rises to meet or exceed the equivalent step in the salary range of the former class. In such event, the reclassified employee's salary shall be adjusted on an equivalent step basis (i.e., 2nd step to 2nd step) within the salary range for the new class and no further application of the overfill or Y-rate protection provisions shall apply.

During the overfill period the employee's name shall be certified to vacant positions in the former class:

1. In the same department in order of seniority and
2. In other departments.

An employee who is overfilling shall be demoted to the new class upon:

1. Refusal of one offer of employment in the former class in the same department; or

2. Refusal of three (3) offers of employment in the former class in other departments; or
3. At the termination of a five (5) year overfill period, whichever of the foregoing occurs first.

Upon such demotion the employee shall be placed at the step of the lower salary range which has the rate which is closest to but not less than ~~his/her~~ their salary in the overfill class or in the event that the employee's salary in the overfill class is above the maximum salary rate for the lower class the employee shall be Y-rated.

B. Y-Rate

An employee who is placed on Y-rate shall retain ~~his/her~~ their current salary rate in the former class for a period of two (2) years or until any step within the salary range or the new class rises to meet or exceed the frozen salary rate, whichever occurs first. The frozen salary rate shall be designated as a Y-rate. All other benefits and rights of employee representation, which are associated with the new class to which reclassified, shall apply to the incumbent employee while in the Y-rate status. Where the salary rate for any step within the range for the new class rises to meet or exceed the Y-rate salary, the employee's salary shall be adjusted to that step within the range which is closest to but not less than the Y-rate salary. If, at the expiration of the two (2) year Y-rate period the employee's salary rate is higher than the maximum established for the lower class, the employee's salary rate shall be adjusted to the maximum for the lower class.

~~21.4 INFORMATION TECHNOLOGY CLASSIFICATION STUDY IMPLEMENTATION~~

- ~~A. Effective January 14, 2017, the County will implement the IT salary schedule set forth in Attachment D.~~
- ~~B. Affected employees shall be placed in the salary step closest to 10% above their current pay rate, in accordance with the County's promotional rules.~~
- ~~C. No employee shall experience a reduction in pay as a result of the implementation of the IT salary study.~~
- ~~D. The County and the Union agree to meet and confer over the impacts associated with the implementation of this article.~~

ARTICLE 22 GRIEVANCE PROCEDURE

22.1 The County and Union recognize that settlement of grievances is essential to sound employee management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees or the Union. The parties encourage the prompt settlement of grievances. In presenting a grievance, the aggrieved and/or ~~his/her~~ their representative is assured freedom from restraint, interference, coercion, discrimination or reprisal. Pursuant to this Memorandum of Understanding and the County's Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the General Representation Unit, the procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

22.2 DEFINITION

A. A grievance may only be filed if it relates to:

1. A management interpretation or application of provisions of this Memorandum of Understanding ~~which~~ that adversely affects an employee's wages, hours or conditions of employment, except as provided for in subsections 22.2 B, C, D and E below.
2. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, ~~which~~ that directly applies to employees in the General Representation Unit and which adversely affects the employee's wages, hours or conditions of employment.

B. Specifically excluded from the grievance procedure are:

1. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, minute order or this Memorandum of Understanding.
2. Dismissals, suspension, or reduction in rank or classification (appeal process through Civil Service).
3. Probationary dismissals upon original appointment.
4. Content of performance evaluations.
5. Leaves of Absence, Article 17.2-5.
6. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code (appeal process through Civil Service).
7. Complaints regarding occupational health and safety or the applicable procedures for such complaints (report to appropriate State or Federal agency).
8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.
9. Relationship Affirmation, Article 4.1

C. Alleged violations of Article 6A.1 (anti-discrimination) are arbitrable; provided compliance with that and subject to the following: The employee must utilize the County's EEO process as a condition precedent to arbitration, and the matter shall not be ripe for arbitration until the EEO claim is resolved at the last level within the County (i.e., after appeal to the County Administrative Office). See Personnel Regulation Section 192. Employees may appeal and request arbitration of the County Administrative Officer's decision on harassment and/or discrimination complaints via a written appeal and request to the Personnel Director within seven (7) calendar days of the employee's receipt of said decision in writing to the Personnel Director. Arbitration after compliance with the County's internal EEO process and in compliance with Article 22.5B.4 will be final and binding.

D. With the exception of the provisions regarding arbitration of discrimination matters specified in subsection C, the exclusions from the grievance procedure specified in Article 22.2B remain unchanged, are in full force and effect, and are not grievable or arbitrable.

- E. Allegations that the County's actions on any excluded matter (Article 22.2B) were based on discriminatory intent does not render the matter grievable or arbitrable under Article 6, Article 22.2C or any other provision of the MOU.

22.3 PRESENTATION

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the Union. No grievance settlement may be made in violation of an existing rule, ordinance, Memorandum of Understanding, minute order or resolution of the Board of Supervisors or State law. Union grievances shall comply with all foregoing provisions and procedures.

22.4 GENERAL PROVISIONS

- A. The provisions of this Article shall not abridge any rights to which an employee may be entitled under the County's limited civil service system, or merit employment system, nor shall it be administered in a manner which would abrogate any power which, under the limited civil service system, or merit employment system, is the sole province and discretion of the Civil Service Commission.
- B. The time limits set forth in this Article (Article 22) are essential to the grievance procedure and shall be strictly observed.
1. Failure of the employee(s) or Union to file a grievance within the required time limits at Step 1 shall result in automatic dismissal of the grievance. Failure of either party to appeal and/or respond within the required time limits at any subsequent step shall result in an automatic advancement of the grievance to the next step.
 2. Time limits specified in the processing of grievances may be waived by mutual written agreement.
- C. In no event shall any grievance include a claim for money relief for more than a ninety (90) day period prior to filing of the grievance. Any grievance settlement shall be implemented in the second pay period following the settlement of the grievance. Grievance settlements shall be in writing and shall specify the name of each affected employee and the specific relief to be afforded to each.
- D. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.
- E. No hearing officer or arbitrator shall entertain or make findings of fact or recommend on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in this Article.

22.5 PROCEDURE

- A. Informal

The County and the Union agree that the informal resolution of grievances promotes harmonious employee-management relations. Employees are encouraged to act promptly through an informal meeting with their immediate supervisor in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other resolution, rule or ordinance. If the Union and County management are actively engaged in an attempt to resolve the matter informally, the parties may agree in writing to toll the time limit for filing the grievance until the informal process concludes.

B. Formal

1. STEP 1

Within thirty (30) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the department head or designated representative. The grievance shall be submitted on a County of Santa Cruz Employee Grievance Form and shall contain the following information:

- a. The name of the grievant.
- b. The specific nature of the grievance.
- c. The date, time and place of occurrence.
- d. Specific provision(s) of the Memorandum of Understanding or Section 160 of the County Procedures Manual alleged to have been violated.
- e. Any steps that were taken to secure informal resolution.
- f. The corrective action desired.
- g. The name of any person or representative chosen by the employee to enter the grievance. The employee shall be allowed reasonable time to meet with a designated representative. A reasonable amount of time will be granted the employee and representative to handle the initial investigation and processing of the grievance. The representative may discuss the problem with employees immediately concerned and attempt to achieve settlement of the matter.

The department head or designated representative shall provide a written decision within thirty (30) calendar days of receipt of the grievance. Unless mutually waived, the department head or designee shall meet with the grievant/Union prior to issuing their decision.

2. STEP 2

If the aggrieved is not satisfied with the first step decision, ~~he/she~~ they may, within fourteen (14) calendar days after receipt of the decision, present a written appeal of the decision to the Personnel Director or designated representative. The Personnel Director or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the appeal. Unless mutually waived, the Personnel Director or designee shall meet with the grievant/Union prior to issuing their decision.

3. STEP 3

The decision(s) of the Personnel Director may be appealed within fourteen (14) calendar days to an arbitrator ~~hearing officer~~. The written appeal shall be filed with the Personnel Director.

4. MEDITATION

Prior to advancing to arbitration under "5-ARBITRATOR," both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to arbitration. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the arbitrator.

5. HEARING OFFICER ARBITRATOR

The ~~hearing officer~~ arbitrator's compensation and expenses shall be borne equally by the grievant(s) and the County. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any. The ~~hearing officer~~ arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator ~~hearing officer~~, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified ~~hearing officers~~ arbitrators. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the ~~hearing officer~~ arbitrator. The party having the first choice to strike a name from the list shall be determined by lot.

- a. Procedures for choosing an arbitrator ~~hearing officer~~ shall begin within thirty (30) calendar days of receipt of the appeal at Step 3. Prior to the selection of the arbitrator ~~hearing officer~~, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the arbitrator ~~hearing officer~~.
- b. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the County and the grievant may submit briefs to the arbitrator ~~hearing officer~~ in lieu of a hearing.
 - e. ~~At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer.~~
 - dc. Except when briefs are submitted as specified in the preceding, it shall be the duty of the arbitrator ~~hearing officer~~ to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.

ed. The arbitrator hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the arbitrator hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Board of Supervisors, State law, or written rule.

fe. The decision of the arbitrator hearing officer shall be final and binding upon the parties.

ARTICLE 23 LAYOFF PROVISIONS

23.1 DEFINITIONS

- A. Layoff: The involuntary separation of an employee because of lack of work, lack of funds, reorganization, in the interest of economy or other reasons determined by the Board of Supervisors to be in the best interest of County government for County employees.
- B. Permanent: The term "permanent" (including "permanent status") encompasses the purpose below for this Article (23) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County.
- C. Probationary: The term "probationary" (including "probationary status") encompasses the purpose below for this Article (23) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County.

23.2 PURPOSE OF LAYOFF PROVISION

To provide a prompt and orderly process for reduction in the County workforce when determined to be necessary by the Board of Supervisors for the County.

23.3 ALLEVIATING IMPACT OF LAYOFFS

The purpose of the Advance Enrollment Voluntary Time Off with Accrual Program (AVTO) is to prevent layoffs within the County of Santa Cruz. In the event that the Board of Supervisors determines that layoffs are necessary, the Board will authorize the usage of the AVTO Program for the fiscal year within departments. See Attachment FG for guidelines and restrictions.

23.4 DECISION PROCESS

The Board of Supervisors shall determine the department in which the reduction is to be made and the number and classes of positions to be eliminated for the County.

23.5 SCOPE OF APPLICATION

Layoff provisions shall apply only to the department in which a workforce reduction is to occur and to the classes designated for layoff, or affected by displacement, within that department.

Effective November 1, 1983, the County Personnel Department shall provide affected employees with two (2) weeks written notice of layoff and/or displacement. Layoff provisions shall not apply to a temporary layoff declared under the authority of the Board of Supervisors of less than four (4) cumulative weeks per fiscal year for the County.

23.6 ORDER OF LAYOFF

Whenever it is necessary to layoff one or more employees in a department, the Personnel Director will prepare a list of the order of layoff in accordance with the following:

- A. Extra-help employees performing work within the affected class(es) shall be laid off first;
- B. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class.
- C. Provisional employees in the affected class(es) shall be laid off next;
- D. Probationary employees working in the affected class(es) shall be laid off next;
- E. Permanent employees shall be laid off last in reverse order of seniority as defined below in 23.8.

23.7 DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF

Displacement is the movement in a layoff of an employee to an equal or lower class on the basis of seniority. An employee cannot displace to a higher class except as specified in section 23.7.A, below. If an employee who is to be laid off had permanent status in an equal or lower class in the department in which layoff occurs, such employee shall be offered a vacant positions in the equal or lower class in the department or ~~he/she~~ they may displace an employee of that department having less seniority as defined in 23.8.

Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, ~~he/she~~ the employee shall displace first in the highest class in which ~~he/she~~ the employee has rights. Should an employee have the right to displace to two (2) or more equal, lower classes, ~~he/she~~ the employee shall displace first to the most recently occupied equal class.

- A. An employee may displace to a higher class in which the employee previously held permanent status only if, at the time that the employee left that class, it was equal to or lower than the employee's current class, but the pay scale for the former class was subsequently increased to make it a higher class. This provision does not apply if the employee voluntarily or involuntarily demoted from the previously held higher class.

23.8 SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT

Seniority rights for purposes of layoff and displacement and involuntary reduction in authorized hours shall be available only to County employees in the Classified Service that have attained permanent status as defined in 23.1, above.

Seniority credits for purposes of layoff, displacement and involuntary reduction in authorized hours shall be determined by crediting one seniority point for each full eighty (80) hours of authorized service in a class while in continuous County service.

- A. Authorized hours of service are the number of hours formally established for a position by the Board of Supervisors or County Administrative Officer action. Hours worked in excess of the number of hours authorized, whether overtime or otherwise, shall not be included in determination of seniority credit.
- B. Continuous County service is service uninterrupted by termination and provided that those hours of a leave of absence without pay which exceed 152 consecutive hours shall be deducted from the authorized hours of service total for purposes of determining seniority credit.

For purposes of seniority only, an employee who is laid off and reappointed to a regular position within two (2) years of layoff shall not be considered to have terminated. However, no seniority credit shall accrue for such an employee during the period of layoff.

For purposes of layoff, displacement, and involuntary reduction in authorized hours, seniority credit shall accrue for classes in which permanent status has been obtained. Seniority may be accumulated when moving from one department to another (e.g., through promotion, transfer, or demotion) however, it shall only apply to the department in which a workforce reduction is to occur and only for classes designated for layoff or affected by displacement or involuntary reduction in authorized hours within the department. Seniority credit for prior service in higher or equal levels in which permanent status was obtained shall be applied to a current class in which permanent status has been obtained.

Permanent service in two (2) classes at the same level shall be combined and accrue to the most recent class for seniority credit. Seniority in the current class shall be added to seniority in the next lower class in which permanent status has been obtained for purposes of displacement. Determination of the relationship between existing classes with respect to higher, equal or lower status shall be based upon the current relationship of the fifth step salary for the classes.

If an employee has achieved permanent status in a class which has been abolished, seniority credit will be applied to an equal or the nearest lower level class, if any, in which the employee has achieved permanent status based on the salary relationship in existence at the time the class was abolished. Probationary and provisional service in a class will not be credited for seniority in the class unless permanent status is achieved in the class without a break in service. If permanent status is not achieved, probationary and provisional service and "work in a higher class" shall be counted for seniority credit in the next lower class in which the employee has achieved permanent status in continuous service.

Employees who have been promoted from a lower class to a higher class through a reclassification action since July 1, 1977, shall have one-half of their seniority credits in the lower class applied to the higher class upon completion of probation in the higher class.

23.9 OPPORTUNITY FOR EMPLOYEE REVIEW

To the extent possible under Civil Service Rules, employees should not lose their seniority credit under this Article because classes have been revised, established, abolished or retitled. All employees shall be provided an opportunity, through their employing department, to review the record of service for which they have been given seniority credit.

Such records of service shall be made available to the employee no later than April 15 of each year. Employees shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service for revised, established, abolished or retitled classes may be appealed to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

23.10 RETENTION OF REEMPLOYMENT LIST STATUS

Laid off employees having permanent status at the time of layoff, or permanent employees who displaced to a lower class on the basis of prior permanent status in the lower class, or permanent employees who have had the authorized hours of their positions involuntarily reduced, shall be certified to openings from reemployment lists established for each class in which they have reemployment rights. Such employees shall be placed on the Departmental Reemployment List in order of seniority, and such employees shall also be placed on a Countywide Reemployment List as a block in no particular order.

A. Departmental Reemployment Lists.

If an opening occurs in the department from which employees were laid off, those on the reemployment list will be certified to positions in the class from which they were separated on a one-to-one basis in order of seniority. A Departmental Overfill List is the only list that shall have precedence over a Departmental Reemployment List. (Civil Service Rules, Section IV) A department may request selective certification of bilingually qualified employees from a Departmental Reemployment List for a vacant position that is designated as bilingual pursuant to Article 14.3. If there is no departmental reemployment list, the order of certification shall be: (1) County-wide Overfill List; (2) County-wide Reemployment List; and (3) other employment lists as specified in Civil Service Rule VI.B.2.

B. ~~County-wide~~ Countywide Reemployment Lists.

If an opening occurs in a class in departments other than the one in which the layoff took place, the Personnel Director shall certify the Countywide Overfill Lists for that class to the other department(s). If there is no Countywide Overfill List for the class, the next list to be certified shall be the Countywide Reemployment List. Names on such a Countywide Reemployment List shall be certified together as a block in no particular order. A department may request selective certification of bilingually qualified employees from a Countywide Overfill List for a vacant position that is designated as bilingual pursuant to Article 14.3. If there is no ~~County-wide~~ Countywide Overfill List, the order of certification shall be:

1. Countywide Reemployment List; and
2. Other employment lists as specified in Civil Service Rule VI.B.2.

C. Retention of Reemployment List Status.

A laid off employee shall remain on the Reemployment Lists for the class until either of the following occurs:

1. ~~He/she~~The employee refuses one offer of an interview or one offer of reemployment in the class from which ~~he/she was~~ they were laid off or displaced; OR
2. Twenty-four (24) months have elapsed from the date of layoff or displacement. A laid off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities.

The name of a person on a reemployment list who fails to reply within ten (10) working days to a written certification notice shall be removed from the reemployment lists for the class. Such persons name may be restored to the list upon written request by the person.

23.11 PREFERENTIAL CONSIDERATION

The Personnel Department will, within the latitude of the Civil Service Rules, attempt to assist probationary and permanent employees subject to layoff as a result of the application of these provisions. To avail themselves of this assistance, such employees shall submit complete, up-to-date employment applications upon request of the Personnel Department. Assistance to be provided to such employees by the Personnel Department will entail:

- A. Referral of laid off probationary employees on a "re-entry" list for consideration for appointments to the class from which laid off, along with persons on other eligible lists.
- B. Referral of reemployment lists as alternate lists to vacancies in other classes for which there are no employment lists, in accordance with Civil Service Rules.
- C. Referral of "re-entry" lists as alternative lists to vacancies in other classes for which there are no employment lists in accordance with Civil Service Rules.
- D. Job search training for groups of affected employees, within staffing and on-going workload limitations.
- E. Counseling with respect to placement in other County jobs, within staffing and on-going workload limitations. Employees whose names remain on a reemployment list may compete in promotional examinations pursuant to Civil Service Rule VIII.

23.12 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

Notwithstanding any other provisions of this Article (Article 23), an employee appointed to positions designated as limited-term by the Board of Supervisors shall be laid off at the expiration of that limited-term position without regard to other provisions of the Article.

23.13 PRIOR ALTERNATIVE MERIT EMPLOYMENT SYSTEM EMPLOYEES

In the event of the abolishment of the Alternative Merit Employment System and inclusion of positions in that system in the classified service, employees who held budgeted positions excluded from the classified service while in the Alternative Merit Employment System shall have their service in such positions count as if it were service in the classified service for purposes of layoff only. Departmental Reemployment Lists established in the event of and prior to the abolishment of the Alternative Merit Employment System shall be maintained separately for a department.

23.14 OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY

For purposes of layoff only, an employee with hours of service equivalent to at least six (6) months continuous probationary service in a class may be considered to have attained permanent status in that class provided all the criteria specified below are met.

- A. The employee has completed hours of service equivalent to at least six (6) months continuous probationary service in a higher class in the same class series.
- B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.
- C. Each performance evaluation pursuant to Civil Service Rule X (A) received in both classes had an overall rating of satisfactory or better.
- D. The employee submits a written request to ~~his/her~~ their appointing authority which specifies the class in which ~~he/she~~ they wishes to have permanent status for purposes of layoff applied, and the appointing authority concurs with C, above. The appointing authority's concurrence relates to the facts of the situation.
- E. The Personnel Director verifies that sufficient hours of service were attained in probationary status, service in the two (2) classes was continuous and uninterrupted, and that the two (2) classes are in the same class series.

23.15 IMPLEMENTATION

The change in the provision of Article 23.8.B from the previous Memorandum with respect to leaves of absence which exceed 152 consecutive hours shall be made effective December 3, 1983. The provision (last paragraph) in Article 23.8 with respect to seniority credits in the lower class being applied to a higher class shall be made effective December 3, 1983.

ARTICLE 24 JOB SHARING, PART-TIME, FLEXIBLE WORK HOURS, VTO

The County acknowledges that there may be benefits both to the employer and employee in the application of job sharing, voluntary time off (VTO), and part-time employment or flexible work hours for employees. The County agrees to consider the feasibility of additional implementation of job sharing, part-time work or flexible hours in individual departments as specified below:

- A. The Union and the County agree to consult on job sharing, part-time, and flex-time requests by employees during the period November through February of each contract year.
- B. The Union shall make prompt request to consult and specify matter(s) to be discussed and provide reasons for the request. The department shall respond promptly, meet at the earliest mutually agreeable date, make reasonable efforts to attempt to reach agreement and provide reasons for their decision if denied.
- C. Should agreement not be reached, the Personnel Department will work with both parties to resolve the matter. If after thirty (30) days the matter cannot be resolved it shall be dropped for a twelve-(12) month period.
- D. The parties may mutually agree to accelerate or extend the time limits of this Article.
- E. The County agrees that denials of requests shall not be arbitrary or capricious.

ARTICLE 25 TUITION REIMBURSEMENT AND TRAINING

25.1 TRAINING TASK FORCE & TUITION REIMBURSEMENT

- A. The County and the Union recognize the importance of training programs and the development of career ladders and encouraging promotions. The County and the Union agree to a Labor-Management Training Task Force. Such task force will have four (4) representatives from the General Representation Unit and one (1) SEIU staff person for a maximum of five (5) representatives. The task force shall meet semi-annually, upon request by the Union. The scope of the task force shall be:
 1. Reviewing and helping select in-house and on-line training programs to help employees prepare for promotional opportunities, clarify career paths within the County service and identify and overcome barriers to career advancement; and
 2. Discuss and make recommendations to the Personnel Department regarding ways to improve upward mobility and promotional opportunities for current County employees.
- B. ~~The County will develop and launch an on-line New Employee Orientation (NEO) during the course of this agreement, which All employees will be assigned to watch the on-line New Employee Orientation (NEO) on paid work time soon after joining the County workforce. The Union may design~~ The NEO includes a new member orientation module developed by SEIU not to exceed thirty (30) minutes in length, that will be incorporated into the NEO.
- C. For the term of this agreement, the County will provide \$25,000 for funding for employees in the General Representation Unit for: the existing Tuition Reimbursement Program; for reimbursement for job-related but not required licenses and/or certificates; and for reimbursement for professional association dues for professional associations for which dues are inseparable from certification and/or licensure.

1. Reimbursement shall only apply to fees paid by the employee during the calendar year in which reimbursement is received. No reimbursement shall be made for fees of less than \$5.
2. Extra Help Employees in the classes of Lifeguard, Head Lifeguard, Aquatic Aide, Recreation Program Specialist, Recreation Coordinator, Recreation Supervisor, Park Service Officer, and Park Recreation Cultural Worker I-IV are eligible to request reimbursement for licenses and certificates pursuant to this section.
3. Employees shall not be reimbursed under both this provision and the provisions of Article 15.3.

ARTICLE 26 HSD WORKLOAD COMMITTEE

- A. It is the intent of the management of the Human Services Division (HSD) to:
1. Fill vacant budgeted positions and to fill behind approved leaves of absences without pay in excess of thirty (30) days provided that adequate Federal/State funding is available; and
 2. Distribute the workloads of clerical staff, benefits representatives, employment training specialists and social workers fairly.
- B. In an effort to fairly distribute workload, the HSD management will act to assign staff and/or distribute cases and tasks, with consideration of such factors as case/task complexity, training status, and/or worksite operations.
- C. The Workload Committee shall consist of management representatives and Union stewards or alternates from HSD. seven (7) members, three (3) representing management, three (3) employees selected by the Union, and one (1) Union official. Additional attendees may be agreed upon at the request of management or the Union. Committee representation may differ by Division/Program. Meetings will be held at either party's request.
- D. The purpose of the Workload Committee shall be to address workload concerns arising from cases/tasks, and/or functional assignments and make recommendations for consideration in the following areas:
1. Workload distribution
 2. Workload Impacts
 3. Workload efficiencies including but not limited to technology solutions
 4. Protected time; and
 5. Forecasting future trends and resources needed

Any proposals mutually agreed to by the Committee will be recommended to the HSD Director for timely review and response.

- E. In assessing the quality of an employee's work, HSD management will take into consideration the effect of extensive vacancies, major regulatory changes, and technology related impacts.
- F. Complaints made pursuant to this Article are not grievable; however, all other provisions are subject to the grievance procedure.
- G. ~~Effective immediately, HSD suspends fully cross training Benefits Representatives who are not currently trained in CalWorks until completion of a study. HSD management agrees to conduct a study of business practice options for the following benefit programs: CalWorks, Medi-Cal, CalFresh, General Assistance, and Foster Care Eligibility, and make recommendations by June 30, 2017. In order to ensure that the study addresses the unique issues raised by Benefits Representatives who perform CalWorks eligibility in addition to other benefit programs, HSD will solicit input from the Union as part of the development of parameters for the study.~~

~~Following the completion of the above described study, the Union and the County agree to diligently and in good faith meet and confer to review and discuss the recommendations and develop a mutually agreeable implementation plan. Such plan must be completed within three months of the completion of the study, unless the parties mutually agree to a later completion date.~~

- H. ~~During calendar year 2017, the Personnel Department will conduct a "Deep Classification Study" of Benefits Representatives and Benefits Representative Supervisors who administer benefits under the CalFresh and Medi-Cal Programs in conjunction with the CalWorks Program. This particular study is to determine if the above defined employees perform certain specified higher level technical work as compared to others in the same classification. A sampling of employees will be studied comprised of four (4) Benefits Representatives and two (2) Benefits Representative Supervisors. The Department and Union each will select two (2) Benefits Representatives and one (1) Benefits Representative Supervisor for study. The study shall be completed by May 31, 2017.~~

ARTICLE 27 JOINT UNION LABOR-MANAGEMENT COMMITTEES

A. HSA Joint Labor-Management Committee

The parties agree that there will be one committee comprising ~~ed~~ of representatives from HSA management and the Union. The committee will consist of management representatives and Union stewards or alternates from HSA.

The committee will meet quarterly, or more frequently by mutual agreement. The purpose of this committee shall be communication and information sharing and problem solving on relevant HSA issues such as employee work environment and policies and procedures. The committee will consider HSA related issues concerning recruitment/retention; patient care and staffing. Any proposals mutually agreed to by the committee will be recommended to the Agency Director for review and response. Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

B. Public Works and Child Support Joint Labor-Management Committee

The parties agree that there will be one committee comprising ~~ing~~ of representatives from Public Works management and the Union, ~~and one committee comprised of representatives from Child Support and the Union.~~ The committees will consist of management representatives and Union stewards or alternates from Public Works ~~the two departments.~~

The Public Works Joint Labor-Management and Child Support ~~e~~ Committees will meet as needed. The purpose of ~~these~~ this committees shall be communication and information sharing and problem solving on relevant Public Works ~~or Child Support~~ issues such as employee work environment and policies and procedures. The committees will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committees will be recommended to the department head for review and response. Issues discussed by the committees are only grievable if they otherwise meet the definition of a grievance under Article 22.

C. Child Support Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from Child Support and the Union. The committee will consist of management representatives and Union stewards or alternates from the department.

The Child Support Joint Labor-Management Committee will meet as needed. The purpose of this committee shall be communication and information sharing and problem solving on relevant Child Support issues such as employee work environment and policies and procedures. The committee will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committee will be recommended to the department head for review and response. Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

D. SEIU-Personnel Labor Management

The County and the Union share a commitment to supporting the streamlining of the recruitment and hiring process in order to promote the timely filling of vacancies. For the term of this agreement, a Labor-Management Committee comprised of three representatives each from Personnel Management and the Union shall be created for the purpose of communication, information sharing and problem solving on recruitment related issues such as outreach, prospective candidate engagement, and other process related items. The Union shall contact the County to schedule the first Committee meeting and the parties will mutually agree on a meeting schedule thereafter.

The Committee will consider tools such as:

- i. Continuous recruitments
- ii. Frequently Asked Questions to guide applicants and supervisors
- iii. Training sessions for new and experienced supervisors
- iv. Other process improvement ideas

The Committee shall issue written recommendations to the Personnel Director and the Civil Service Commission regarding possible changes to processes, practices and/or any items requiring Civil Service Commission and/or Board of Supervisors approval. Any change to the Civil Service Rules will require Civil Service Commission approval first, followed by Board of Supervisors approval. The Committee's recommendations shall be issued within six months of convening.

ARTICLE 28 SEPARABILITY OF PROVISION

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 29 RE-OPENERS

The parties agree to reopen Article 10.1, Health (Medical) Plan, and/or Article 10.2, Dental Care, should Federal or State legislation be enacted for a national or Statewide health (medical) and/or dental plan.

ARTICLE 30 UNPAID DAYS OFF

The County agrees that there will be no temporary layoffs during the term of this Agreement (for example, such as those that occurred in 1993).

ARTICLE 31 WORK SCHEDULE/LOCATION ASSIGNMENT

A. Work Schedules/Schedule Changes.

Except as provided below, the standard work schedule shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Except for overtime, callback and on-call assignments, departments which need a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned (including an alternate schedule) unless the employee has been notified in writing at least five (5) working days in advance of the change in work schedule.

1. Alternate Schedules.
 - a. Upon recommendation of a department head or designee, flex-time, job sharing and voluntary reduced work hour programs may be established after consultation with the Personnel Director and the Union. Job sharing programs require that benefits (excluding employee insurances) be prorated.
 - b. Current alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternate schedules. Individuals assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.

- c. Should the County elect to eliminate an existing alternate schedule, or establish a new alternate schedule, it will provide five (5) working days advance written notice to the Union and will meet and confer upon Union request.
- d. 7/12 Schedule - Sheriff's Records Clerks
Effective as soon as administratively possible, all Sheriff's Records Clerks assigned to the Sheriff's Corrections Bureau will work a 7/12 schedule consisting of three 12-hour days in one week of the pay period, and four 12-hour days in the other week of the pay period. Employees assigned this schedule will work a modified work period, in which one 12-hour day will be split between the two work weeks, leaving the employee with 42 hours of scheduled work each work week. Individuals assigned to such schedules shall accrue leave on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.
 - i. Overtime. Employees will be subject to Article 12 and overtime will accrue on any hours of work over 40 in each designated work period. This will result in employees who work their full assigned schedule receiving four hours of overtime each pay period.
 - ii. Holidays. Employees assigned the 7/12 schedule are not subject to the provisions of Article 16.1.A. (Holidays). Instead, these employees will accrue .051 hours of holiday credit (the equivalent of 112 hours per year, representing the 14 County holidays) for each hour they are in paid status up to 80 hours per pay period. Holiday accruals will be cashed out twice per year, in June and December.
 - iii. Overtime hours will not count toward step advances, County Service hours, probation, leave accruals, or similar purposes.
 - iv. Implementation of this article (31.A.1.d.) is subject to coordination with the Auditor-Controller-Treasurer-Tax Collector and the Information Services Department.

B. Location Transfers.

The County shall provide ten (10) working days written notice when transferring employees to a new location in excess of ten (10) miles from their current worksite, except in cases of emergencies. Transfers shall not be arbitrary or capricious.

C. Intra-Departmental ~~Position~~ Transfers.

All employees that are interested in intra-departmental transfers shall have their name placed on the Countywide transfer list. Effective January 1, 2008, departments that desire to fill any vacant position through an intra-departmental transfer shall be provided a copy of the transfer list by the Personnel Department and shall consider the applications and candidacy of those employees requesting consideration for a transfer. The names of interested employees shall appear on the certification list with other interested applications (open and promotional competitive lists). This process shall not apply when the transfer is the result of a layoff, emergency, disciplinary action, workplace violence, the result of a Personnel investigation, or where prohibited by statute.

D. Hours Worked.

Effective August 10, 1996, all hours worked exclusive of overtime (as defined in Article 12.1) shall apply to step advancement and annual leave accrual. On a quarterly basis, beginning October 1, 1996, the department shall circulate departmental interest cards to establish an extra work interest list. Employees shall have five (5) working days to place their name on the interest list. Prior to hiring temporary workers, the department shall consider this list for the filling of temporary vacancies when practical.

E. Seniority Defined.

When used, seniority for purposes of overtime and shift assignment within the work unit shall be determined by the most recent date of appointment to the current class and department of the employee.

F. After Hours Medical Phone Services.

The intent of this article is to provide a mechanism by which clients are able to access services after regular business hours and holidays. The Health Services Agency will request Physician's Assistant/Nurse Practitioner volunteers for participation in after-hours call. If enough volunteers are not obtained, the department will assign staff in order to maintain services for clients. The employee may be assigned in writing to such duty by the Health Services Agency Director, leave a phone number where they can be reached or carry a pager or cellular phone, and return calls within a period of time specified by the Health Services Agency Director.

Employees in budgeted positions in the class of Physicians Assistant/Nurse Practitioner who are assigned to receive and answer calls from clients after working hours shall receive payment of \$10.00 per hour (from 5 p.m. on a weekday to 8 a.m. the following day); and \$10.00 per hour for weekends and days on which the County offices are closed in observation of a holiday (from 8 a.m. on a weekend day or holiday to 8 a.m. on the following day). "Completed" means receiving and answering all client calls within the period of assignment.

The payment for this assignment is not payment for time actually worked. Time spent by such employees in receiving and responding to calls shall be counted as actual time worked. For each incident, a minimum of fifteen (15) minutes time worked may be recorded. If the actual time worked for an incident exceeds fifteen (15) minutes, this minimum shall not apply.

Response to phone calls and returning calls shall not be considered call-back duty. After hours medical phone service shall not be considered on-call duty. Employees assigned such phone service are not required to report to work. Employees are required to answer client calls on a timely basis, but are otherwise free to pursue their own activities and are not restricted to a particular locale.

No more than one (1) employee may be assigned such duty on any one day without the advanced written approval of the County Administrative Officer.

**GENERAL REPRESENTATION
EXTRA HELP**

ARTICLE 32 EXTRA HELP (TEMPORARY) EMPLOYEE PROVISIONS

ARTICLE 32-42 MEMORANDUM OF UNDERSTANDING

Extra-help employees are part of the General Representation Unit.

This Memorandum of Understanding (MOU) between Service Employees International Union (Union) and the County of Santa Cruz (County) represents the agreement between the parties related to extra help employees. The term of this agreement is from September ~~1924~~, 2016~~21~~ through September 18, 2020~~4~~.

Except as specifically modified herein, terms and conditions of employment for extra help employees shall remain unchanged, including those terms and conditions of employment set forth in the extra help employment document provided to extra help employees upon hire. The Union and County mutually acknowledge that extra help employees have at-will employment status.

The following sections of the MOU between the County and Union for the General Representation Unit apply to extra help employees. ~~This MOU shall be in effect, except as provided for in Article 7 regarding wages for Park Services Officer, PRCW II-IV, Head Lifeguard, and Lifeguard which will remain in effect for the duration of this agreement.~~

32.1 Provisions of the regular employees' MOU applicable to extra help employees.

The following sections of the MOU between the County and Union for the General Representation Unit apply to extra help employees:

Article 2: Recognition

Article 2.1

Article 2.2

Article 2.3

Article 2.4

Article 3: Union Activities

Article 3.1-Stewards

Article 3.2-Bulletin Boards

Article 3.3-Distribution

Article 3.4-Visits by Authorized Union Representatives

Article 3.5-County Facilities

Article 3.6-A, C, E Notifications

Article 4: Union Security

Article 4.1-Relationship Affirmativeon

Article 4.2-Notice of Recognized Union

Article 4.3-Agency Shop

Article 4.4-Maintenance of Membership
 Article 4.5-Modified Agency Shop
 Article 4.6-Exclusions
 Article 4.7-Financial Report
 Article 4.8-Vote to Rescind Agency Shop Provision
 Article 4.9-Enforcement/Separability
 Article 4.10-Indemnify and Hold Harmless
 Article 4.11-Payroll Deduction and Pay Over

Article 5: Peaceful Performance

Article 5.1
 Article 5.2
 Article 5.3

Article 6: No Discrimination

Article 7: Pay

Article 7.1
 Article 7.2-Requirements for Step Increases
 Effective January 14, 2017, the MOU language supersedes the Personnel Regulations and Article 7.2 applies for step advancements for all extra help employees.

Article 10: Insurance Benefits

Article 10.1.E-Pretax Dollar Program

Article 11: Meal Periods, Rest Periods, Clean-Up Time

Article 11.1-Meal Period
 Article 11.2-Rest Periods
 Article 11.3-Clean-Up Time

Article 12: Overtime

Article 12.1-Definition
 Article 12.2-Authorization
 Article 12.3.A-Computation

Article 14: Differentials

Article 14.1-Application
 Article 14.3-Bilingual Pay Differential
 Article 14.8-Pharmacist In Charge Differential
 Article 14.9-Agricultural Biologist Aide Lead Differential
 Article 14.10-Dual Clinical Lab Scientist License and Microbiologist Certificate

Article 15: Other Compensation Provisions

Article 15.1-Automobile Mileage Reimbursement
 Article 15.2-Reimbursement for Property Damage
 Article 15.4-Meals in Locked Facilities
 Article 15.5-Meal Allowance in Declared Emergency

Article 16: Paid Leave

Article 16.3.A-Required Court Leave

Article 16.3.C-Donation of Blood

Article 16.3.D-Assault Leave

Article 18: Employee Parking/Bus Passes**Article 19: Employee Rights**

Article 19.3-Personnel Files

Article 19.4-Access to Personnel Regulations

Article 19.6-Defense and Indemnification

Article 20: Health and Safety**Article 21: Classification Action**

Article 21.A-Classification Action

Article 21.2-Unit Assignment

Article 25: Training and Promotional Opportunities

Article ~~25.B.2~~ 25.1.C.2. - Tuition Reimbursement Program

Article 28: Separability of Provision

Unless specifically listed above, MOU provisions for the General Representation Unit do not apply to extra help employees.

32.2 DEFINITIONS

- A. Extra help employees: A qualified person employed in a non-budgeted position excluded from Civil Service status for a maximum of 999 hours in a fiscal year including persons employed for:
1. Short Term Projects;
 2. Seasonal basis to meet recurring work peaks;
 3. As needed basis to meet peak loads, emergency, or other unusual work situations.
- B. A regular, budgeted position that is temporarily vacant due to extended leave shall be filled, whenever practical, by the appropriate employment list.

ARTICLE 33 NOTIFICATIONS

- A. Disciplinary Action.

The County shall notify the Union in writing of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding.

For extra help employees, it is mutually understood that notice will not be provided when employees are not called to work, or work is terminated based on the operational needs of the County. Notice will only be provided when the County explicitly indicates in writing that an extra help employee is being terminated, suspended or reduced in rank for disciplinary reasons.

B. Union Notification.

Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption.

The County and Union acknowledge that this section refers to legally required notice being provided under the Meyers-Milias-Brown Act for substantive changes primarily relating to matters within the scope of representation and does not apply to schedule and/or work location changes for represented employees.

ARTICLE 34 DEFERRED COMPENSATION

The County of Santa Cruz, State of California Deferred Compensation Plan is available to extra help employees.

ARTICLE 35 HOLIDAY PREMIUM PAY

County agrees to time and a half for employees who are required to work on holidays if the employee works 40 hours in the same pay period. Premium pay is effectuated on the actual day of the holiday, even if the County observes the holiday on a different date.

Employees' work schedules shall not be changed for the purpose of avoiding the payment of holiday pay to the employee. However if the functions that the employee normally performs are not needed on a holiday (for example if the department is closed that day), the employee will not be schedule to work that day.

ARTICLE 36 DIFFERENTIALS

The payment of differentials is assignment based.

36.1 SHIFT DIFFERENTIALS

Extra help employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 6:00 pm and 8:00 am as a regular work assignment may be paid at the rate of 5.0% above their hourly salary rate as a night shift differential. Extra help employees do not receive differentials on overtime hours or on paid leave (Section 164.B.5 of County's Personnel Regulations)

36.2 DETENTION NURSING DIFFERENTIAL

A. Evening Shift

Extra help employees assigned in a budgeted position in the classification of Detention Nurse or in the classification of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight (8) consecutive hours or more which include at least four (4) hours of work between the hours of 5:00 pm and 11:00 pm as a regular work assignment, shall be paid an additional \$2.00 per hour above their regular hourly rate as an evening shift differential.

B. Night Shift (graveyard)

Extra help employees assigned in a budgeted position in the classification of Detention Nurse or in the classifications of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight (8) consecutive hours or more which include at least four (4) hours of work between the hours of 11:00 pm and 7:00 am as regular work assignment, shall be paid an additional \$4.00 per hour above their regular hourly rate as a night shift differential.

36.3 AQUATICS STAFF DIFFERENTIAL

A Lifeguard or Head Lifeguard shall receive a differential of \$1.25 per hour when assigned to instruct swim lessons or when assigned on the deck to supervise lifeguards conducting swim lessons.

36.4 EXTRA HELP DIFFERENTIAL

~~Effective April 8, 2006~~ Extra help employees will receive an extra-help differential of ~~\$1.00~~ \$2.00 an hour in addition to their regular pay for all hours worked in lieu of ~~accruals and all other~~ benefits. ~~Effective September 6, 2008 the differential will increase to \$2.00.~~ Effective October 28, 2014 retired annuitants will not be eligible to receive an extra help differential pursuant to CalPERS regulations.

ARTICLE 37 PAID LEAVE

37.1 County Examinations/Interviews

All employees shall be granted leave with pay from their work for a reasonable period of time to participate as candidates in examinations or selection interviews ~~for promotional opportunities and one (1) lateral transfer interview per calendar year~~ with the County, provided they request such leave in advance. The County shall not adjust schedules of extra help workers for the purpose of avoiding the provisions of ~~Section 16.3B of the MOU (County Examinations/Interview)~~ this section.

37.2 ANNUAL LEAVE

A. Eligibility

Annual leave benefits shall be provided to extra help employees, except extra-help retirees pursuant to CalPERS Regulations. Such annual leave benefits shall be provided in accordance with the following:

1. Extra help employees shall begin to accrue annual leave from the date of hire at the rate of .0333 based on the number of hours worked each pay period. Upon reaching 1,040 extra help hours of service the extra help employee shall accrue at the rates established below in Section 2.
2. Accruals.
 - a. Each extra help employee shall accumulate annual leave for each subsequent completed hour of extra help service:
 - 1,040 – 10,400 hours of service: .0846 hours per hour of service
 - 10,401 – 20, 800 hours of service: .1038 hours per hour of service
 - 20,801 – 31,200 hours of service: .1231 hours per hour of service
 - 31,201 hours of service and over: .1423 hours per hour of service

B. Conditions and Limitations on Use

1. Purpose.

Annual leave is a benefit provided for the employee in lieu of vacation and sick leave.

2. Eligibility.

Extra help employees are eligible to utilize annual leave after 1,040 hours of extra help service. Annual leave for the purposes of sick time may be utilized on the 90th day of employment.

3. Time for Annual Leave.

The scheduling of annual leave shall be determined by the appointing authority after mutual consideration of employee convenience and administrative requirements. An employee's supervisor will respond in writing to written requests for annual leave (Form PER 1082) within twenty-one (21) calendar days of receipt of the written request. If a request is denied, the supervisor will state the specific administrative requirements for the denial. It is understood that the criteria used by departments to prioritize annual leave requests may vary by function, specialty, occupational area, skill and/or organizational unit.

4. Employee Illness.

Annual leave with pay can be used in the case of bona fide illness or incapacity of the employee or a member of the employee's family upon the approval of the department

head. Employees shall be given reasonable written advance notice of any requirements to provide medical verification.

5. Payoff.

- a. Extra help employees who have no hours worked in a quarter shall automatically have unused leave hours paid out.
- b. Extra help employees who have not served 1040 hours are not eligible for payoff with the exception of those employees described below in 5.c.
- c. Employees who are in extra help positions and are hired into permanent budgeted positions, with no break in County employment, shall be eligible for payoff. Permanent shall be defined as a position that is not a provisional or substitute position. Payoff shall be made at a rate of .0846.

6. Increments.

Department heads may allow employees to take annual leave time off in increments as small as .01 hours.

ARTICLE 38 RETURN RIGHTS

Right to Return

Seasonal extra help employees are those qualified persons routinely employed to fill a distinct work season(s) each year.

- A. A work season would typically be defined as 450 hours worked in a continuous six- (6) month period.
 1. Extra help employees listed in 38.1B below of this agreement, shall have a right to return upon successful completion of a work season under the conditions listed below:
 - a. Work and funding exists in the classification of the incumbent.
 - b. The incumbent responds to the notice to return within five (5) working days.
 - c. Should there be a reduction in work from one season to the next, notices to return will be made based on seniority. Seniority for this purpose is defined as the cumulative number of hours in a paid status for the job class being noticed.
 - d. There is no guarantee of work, or schedule within a season, or from one season to the next.
- B. Extra help employees eligible for return rights are those employees who have worked 450 hours in a continuous six- (6) month period and who are employed in one of the following classifications:

Head Lifeguard
 Lifeguard
 Parking Attendant
 Parking Enforcement Officer

Parks Maintenance Worker I-III
 Park & Recreational Worker I-IV
 Park Service Officer
 Recreation Coordinator
 Recreation Program Specialist
 Recreation Supervisor

ARTICLE 39 EMPLOYEE RIGHTS

Adverse Action

If the County explicitly and in writing indicates that it is dismissing, demoting, suspending or reducing in salary an extra help employee for the purpose of discipline, it will provide a copy of any material and/or documentation used by the County as a basis for its action to the affected employee.

ARTICLE 40 EXTRA HELP GRIEVANCE PROCEDURE

A. Definition

1. A grievance may only be filed if it relates to:
 - a. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment.
 - b. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the General Representation Unit and which adversely affects the employee's wages, hours or conditions of employment.
2. Specifically excluded from the grievance procedures are:
 - a. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, minute order of this Memorandum of Understanding.
 - b. Dismissals, suspension, or reduction in rank or classification.
 - c. Content of performance evaluations.
 - d. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
 - e. Complaints regarding occupational health and safety or the applicable procedures for such complaints.
 - f. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.

3. Limitations

- a. A grievant may be represented by an individual of ~~his or her~~ their choosing in preparing and presenting a grievance.
- b. No reprisal shall result against any employee, group of employees, or the Union, who presents a bona fide grievance under this procedure.
- c. Time limits may be extended by mutual written agreement of the parties. Absent such agreement, grievances may be advanced to the next step if time limits are not met.
- d. Only upon mutual written agreement between the parties may Step 1 of the grievance procedures be waived.
- e. Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior step, or advanced to a higher step of the grievance procedure. If a grievance is moved either forward or backward to another step, the time limits at that step shall be controlling and shall begin on the date the parties agree to the move.

B. Procedures

Step 1

The grievant will first attempt to resolve the grievance through informal discussions with ~~his/her~~ their immediate supervisor or other appropriate departmental personnel. These discussions must be initiated within ten (10) working days of the incident upon which the grievance is based. Meetings shall be scheduled in advance and the nature of the grievance stated when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

Step 2

If the grievance is not resolved through the informal discussions, the grievant or ~~his/her~~ their representative may within ten (10) working days after the informal meeting, submit a written grievance to ~~his/her~~ their department head. The written grievance must contain in clear, factual and concise language.

1. Name of the grievant.
2. A brief statement as to the date, time and place of the occurrence on which the grievance is based and the facts as the grievant sees them.
3. The specific provision of the M.O.U. which the grievant alleges has been misinterpreted, misapplied, or violated.
4. Steps taken toward informal resolution.
5. The action the grievant believes will resolve the grievance.
6. The name of the any representative chosen by the grievant.

7. A copy of the written grievance, signed by the grievant, shall be presented at the time of the department head conference.

The department head shall hold a conference with the grievant within ten (10) workdays following receipt of the formal grievance. ~~He/she~~ They shall prepare a written response within five (5) working days after the conference. Copies shall go to the parties involved including the employee's representative and the Personnel Department.

Step 3

If the grievance is not resolved, the grievant may within five (5) workdays following receipt of the department head's response, appeal to the Personnel Director or ~~his/her~~ their representative, stating in writing the basis for the appeal. The grievance may also be appealed if the department head fails to respond within fifteen (15) workdays after submission of the formal grievance. The Personnel Director or ~~his/her~~ their representative shall set a meeting within ten (10) workdays of receiving the appeal. The grievant and/or ~~his/her~~ their representative shall state their position on the grievance to the Personnel Director and present any other materials that they deem relevant to the grievance. The Personnel Director or ~~his/her~~ their representative shall render a written decision to all parties directly involved within fifteen (15) workdays following the meeting. The decision of the Personnel Director on the grievance shall be final.

ARTICLE 41 HSD WORKLOAD COMMITTEE

It is understood by the parties that the provisions of Article 26 of the General Representation Unit MOU may apply to extra help employees if there is no net increase in the number of Union representatives serving on the committee.

ARTICLE 42 HSA JOINT UNION-MANAGEMENT COMMITTEE

It is understood by the parties that the provisions of Article 27 of the General Representation Unit MOU may apply to extra help employees if there is no net increase in the number of Union representatives serving on the committee.

FOR THE UNION

Kiernan Colby

Kiernan Colby
Co-Chief Negotiator

Ben Fuchs
Co-Chief Negotiator

Katy Bradley
SEIU

Veronica Velazquez
HSD

Jim Heaney
Planning

Brian Backer
GSD

Alma Ruiz
Child Support Services

Todd Goudberg
Public Works

Michael Fernwood
HSD

Bryan Kriete
Public Works

Carrie Thorpe
HSA

Jennifer Getzschmann
HSA

Leanne Martinez
HSD

FOR THE COUNTY

Ajita Patel
Chief Negotiator

Nisha Patel
Deputy Director of Personnel

Claire Schwartz
Employee Relations Program Manager

Terri Cobbs
Principal Personnel Analyst

Erin Morimoto
Principal Personnel Analyst

Leticia Preciado
Associate Personnel Analyst

Attachment: SEIU MOU 2021-2024 (12302 : Approve the General Representation (SEIU) Memorandum of Understanding)

Carmen Potro
Retiree

Attachment A of SEIU MOU – September 19, 2020~~1~~– September 18, 2024~~4~~

CONFIDENTIAL POSITIONS
GENERAL REPRESENTATION UNIT

DEPARTMENT/OFFICE	POSITION	
Auditor	1 Secretary	BJ5-001
	<u>1 Sr. Receptionist</u>	<u>BU7-001</u>
Board of Supervisors	<u>1 Sr. Receptionist/Receptionist</u>	<u>BU37-001/BU3</u>
	1 Executive Secretary	BJ9-001
CAO	1 Sr. Receptionist	BU7-001
	1 Executive Secretary-CAO	BJ7-001
	1 Admin Aide	UR1-001
County Counsel	1 2 Sr. Legal Secretaryies	BH5-0023/BH3/BH2
		BH5-006/BH3/BH2
	<u>4 1 Legal Secretary II/I</u>	<u>BH3-002</u>
		<u>BH3-003</u>
		<u>BH3-004/BH2</u>
District Attorney		<u>BH3-005</u>
	1 Paralegal	JC2-002 <u>1</u>
	1 Admin Aide	UR1-002
General Services	1 Secretary	BJ5-001
	1 Executive Secretary	BJ9-001
H.S.A.	1 Admin Aide	UR1-001 <u>018</u>
H.S.D	1 Secretary	BJ5-001
	1 Executive Secretary	BJ9-001
Information Services	1 Sr. Accounting Technician	CH8-001
	2 Sr. DP Program Analysts	UN6-011
		UN6-013
	<u>2 IT App/Dev Supp Analyst III</u>	<u>DD3-010</u>
POSCS Parks Personnel		<u>DD3-012</u>
	1 Secretary	BJ5-004 <u>5</u>
	1 Secretary	BJ5-001
	<u>2 Personnel Clerks</u>	<u>BB5-002VE2-015/BB5</u>
	<u>8 Personnel Technicians</u>	<u>BB5VE2-011/BB5</u>
	6 Personnel Technicians	VE2-002/BB5
		<u>VE2-009/BB5</u>
		<u>VE2-012/BB5</u>
		<u>VE2-010/BB5</u>
		<u>VE2-013/BB5</u>
	<u>VE2-014/BB5</u>	
Planning	1 Program Coordinator	UU3-001
	1 Executive Secretary	BJ9-001
Probation	1 Secretary	BJ5-001
Public Works	1 Executive Secretary	BJ9-001
	2 Personnel Technicians	VE2-001
		VE2-004

Attachment: SEIU MOU 2021-2024 (12302 : Approve the General Representation (SEIU) Memorandum of Understanding)

Sheriff

1 Secretary

BJ9-001

Reference: Santa Cruz County Employer-Employee Relations Policy Sections 181.2(A) and 181.4(E)(2).

Attachment: SEIU MOU 2021-2024 (12302 : Approve the General Representation (SEIU) Memorandum of Understanding)

Attachment B of SEIU MOU — September 19, 2020 — September 18, 2021

SUPERVISORY CLASSES ARTICLE 4.4

CLASS CODE	CLASS TITLE
CH6	Accounting Clerical Supervisor
CH9	Accounting Clerical Supervisor II
BJ8	Administrative Secretary, Board of Supervisors
TP6	Building Counter Supervisor
MH8	Building Equipment Supervisor
MH7	Building Maintenance Supervisor
BD3	Clerical Supervisor I
BD6	Clerical Supervisor II
BA7	Clerk III Supervisory
BT7	Clinic Business Office Supervisor
UK7	Computer Operations Supervisor
SU8	Deputy Probation Officer III
PD7	Detention Nurse Supervisor
BR3	Elections Coordinator
MS8	Election Instructor Supervisor
SE5	Eligibility Supervisor I
EC5	Engineering Technician III
TM5	Environmental Program Coordinator
BJ7	Executive Secretary CAO
FG7	Head Cook
MR7	Line Maintenance Crew Coordinator
SE2	Med Care Program Eligibility Supervisor
SK8	MH Supervising Client Specialist
MF5	Parks Maintenance Worker IV
BK8	Payroll Supervisor
PH8	Public Health Nurse III
MU9	Public Works Maintenance Worker IV
MV4	Public Works Supervisor
GK3	Head Lifeguard/Instructor
GT4	Recreation Program Specialist
GT5	Recreation Coordinator
BT7	Recreation Supervisor
GB1	Registered Geologist
SE7	Social Services Eligibility Supervisor
SN6	Social Worker Supervisor I
SN8	Social Worker Supervisor II
TR8	Senior Building Inspector
NH6	Senior Health Educator
SL7	Senior Mental Health Educator
CK5	Warehouse Supervisor
SE4	Staff Development Trainer

Attachment: SEIU MOU 2021-2024 (12302 : Approve the General Representation (SEIU) Memorandum of Understanding)

~~NT5 Substance Abuse Prevention Coordinator~~
~~UM8 Supervising Information Center Systems Analyst~~
~~TR9 Supervising Building Inspector~~
~~MY7 Supervising Communications Technician~~
~~FD8 Supervising Custodian~~
~~UP3 Supervising DP Program Analyst~~
~~BY7 Supervising Child Support Specialist~~
~~MP5 Supervising Heavy Equipment Mechanic~~
~~GA9 Supervising Planner~~
~~MT8 Treatment Plant Operations Supervisor~~
~~BC8 Typist Clerk III Supervisor~~

Attachment B removed during 2021 Negotiations. Placeholder for future attachments as needed.

Attachment C of SEIU MOU – September 19, 2020~~1~~ – September 18, 2024~~4~~

PROVISIONS REGARDING RELEASE TIME AND THE VOLUNTEER INITIATIVE PROGRAM

This attachment states the provisions of State law and the County's Employer-Employee Relations Policy regarding release time for employee representatives. (Meyers-Milias-Brown Act, Government Code Section 3505.3.)

Time Off for Meetings

Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation. (County Employer-Employee Relations Policy 181.13, Employee Meetings on County Time).

A. Official Representatives

Official representatives of a recognized employee organization shall be allowed time off on County time during normal working hours when formally meeting and conferring in good faith with the Employee Relations Officer or other management representative designated by the Board on matters within the scope of representation, provided that advanced arrangements for the absence are made with the representative's department head or designee and provided that the number of representatives released for such meetings shall not exceed three (3) persons, except by mutual agreement between the Personnel Director and the employee organization prior to the meeting. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services. The County understands and acknowledges the need to utilize shop stewards across County departments and will approve reasonable requests for time for that purpose.

B. Employees

1. County employees shall be allowed time off on County time to attend meetings held by County departments or agencies during regular working hours:
 - a. If their attendance is required at a specific meeting.
 - b. If their attendance is required by a hearing officer or commission for presentation of testimony or other reasons.
 - c. For meetings required for settlement of grievances filed pursuant to a formal grievance procedure.*
 - d. If they are designated as a Union Steward or representative for purposes of processing a formal grievance.*
 - e. If they are designated as a representative of a recognized employee organization for purposes of making representation or presentations at meetings and hearings on wages, hours and working conditions.
2. In each case above, advanced arrangements shall be made with the employee's department head or designee for the employee to be absent from the workstation or assignment, and the County

department or agency calling the meeting shall be responsible for determining that the attendance of the particular employee is required.

3. Other Absence. No other time off on County time shall be allowed except as specifically provided herein or in a Memorandum of Understanding.

Time Off For Meeting Preparation

A. Employees

1. Permanent County employees, who have been served with a Skelly Notice (demotion, suspension, termination/dismissal) shall be allowed reasonable time off on County time during normal working hours to prepare for a Skelly meeting with the appointing authority or designee.
2. Employees who have been served with a written reprimand shall be allowed reasonable time off on County time during normal working hours to prepare for the first level appeal to the supervisor and the second level appeal to the appointing authority or designee.
3. Advanced arrangements shall be made with the employee's department head or designee for the employee to be absent from the work station or assignment.
4. Other Absence. No other time off on County time shall be allowed except as specifically provided herein or in the Memorandum of Understanding.

Volunteer Initiative Program

- A. The County and the Union acknowledge the necessity and importance of the Volunteer Initiative Program (VIP). The County agrees that no current General Representation Unit employee shall experience any reduction in hours or temporary or permanent elimination of their position due to a VIP placement. Further, the County shall provide the Union with written proposals detailing each volunteer position proposed for placement. In order to be timely, the Union shall notify the County within five (5) working days of receipt of such notices. The County will stop the placement of the volunteer if advance notice is not provided to the Union. The Union may designate two (2) representatives to meet with the County. The County shall provide reasonable time for two (2) Union representatives to respond to volunteer proposals during regular working hours. Volunteer placements shall not exceed three (3) months or 360 volunteer hours in duration unless by mutual agreement.
- B. Union concerns regarding abuse of the use of extra-help and/or inmate labor in relationship to the General Representation Unit shall be brought to the attention of the Employee Relations Division of the Personnel Department in a timely manner. That Division shall investigate the situation and provide a timely written response to the Union.

* See Article 22.5 B (1) of the General Representation Unit Memorandum of Understanding

Attachment D - SEIU Benchmark Listing September 24, 19, 2016 21		
Position Title	Class Code	Range
Accountant II	UB4	HV
Accountant I	UB2	49
Accountant III	UB6	6B
Accounting Analyst	UB7	AD
Property Tax Specialist	UE1	HV
Property Tax Systems Coordinator	UE3	G7
Account Clerk	CH3	BB
Account Clerk Trainee	CH1	AT
Accounting Clerical Supervisor I	CH6	V2
Accounting Clerical Supervisor II	CH9	JL
Accounting Technician	CH7	V2
Cashier - Disposal Site	BS9	K3
Medical Billing Technician	CH4	V2
Payroll Supervisor	BK8	HQ
Public Guardian Clerk	BP1	FQ
Sr. Account Clerk	CH5	I9
Sr. Accounting Technician	CH8	JL
Sr. Medical Billing Technician	XC7	C4
Agricultural Weights & Measures Inspector II	TG5	JG
Agricultural Biologist Aide	TC1	31
Agricultural Weights & Measures Inspector I	TG3	EO
Agricultural Weights & Measures Inspector III	TG7	55
Vector Control Specialist	TC6	55
Animal Control Officer II	AC7	D6
Animal Care Worker	AC2	D2
Animal Control Officer I	AC5	D4
Animal Health Specialist	AC6	D5
Animal Services Assistant	AC1	D2
Animal Services Coordinator	AC4	DO
Animal Svcs Clk Disp	AD3	FC
Shelter Maint Mgr	AC3	D3
Registered Veterinary Technician	AD4	ZF
Appraiser II	DA7	BW
Appraiser I	DA5	BU
Appraiser/Auditor Aide	DA2	EQ
Sr. Appraiser	DA8	JO
Assessment Clerk	BL3	MA
Assessment Technician	BL5	IV

Attachment D - SEIU Benchmark Listing September 2419, 201621		
Position Title	Class Code	Range
Auditor-Appraiser II	UG7	HW
Auditor-Appraiser I	UG5	BK
Auditor-Appraiser III	UG8	BO
Auditor III	UF4	G7
Auditor I	UF2	G5
Auditor II	UF3	G6
Auditor IV	UF6	VH
Automotive Services Mechanic	MM4	DN
Auto Services Attendant	MM1	RG
Sr. Automotive Mechanic	MM5	IU
Benefits Representative	SC6	J3
Assistant Fair Hearing Officer	SF1	NX
Cal Child Services Specialist I	SG3	8C
Cal Child Services Specialist II	SG5	J6
Benefits Representative Supervisor	SE5	07
Benefits Representative Trainee	SC3	KY
Health Client Benefit Rep	NM6	J6
Med Care Eligibility Worker	SC8	J6
Med Care Program Eligibility Supervisor	SE2	SX
Mental Health Fee Clerk	SC4	8C
Public Health Investigator	NV5	LU
Social Services Eligibility Supervisor	SE7	SX
Sr. Public Health Investigator	NV7	LW
Staff Develop Trainer	SE4	EK
Building Inspector II	TR6	JI
Building Counter Supervisor	TP6	IK
Building Inspector I	TR4	BP
Building Plans Checker	TP7	HY
Housing Rehabilitation Specialist	TR7	JI
Sr. Building Inspector	TR8	X6
Sr. Building Plans Checker	TP8	X6
Supervising Building Inspector	TR9	MQ
Building Maintenance Worker II	MG6	R8
Building Equipment Mechanic	MH3	R5
Building Equipment Supervisor	MH8	LI
Building Maintenance Supervisor	MH7	H9
Building Maintenance Worker I	MG4	JK
Building Maintenance Worker III	MG8	IF
Maintenance Custodian	FD5	I3
Maintenance Electrician	MG9	TL
Maintenance Electro/Mechanical Worker	MG3	TL
Maintenance Plumber	MG7	TL
Sr. Building Equipment Mechanic	MH6	VZ
<u>Sr. Maint Electrician</u>	<u>MG5</u>	<u>1C</u>

Attachment D - SEIU Benchmark Listing September 2419, 201621		
Position Title	Class Code	Range
Building Permit Technician II	TP3	86
Building Permit Technician I	TP2	8D
Sr. Building Permit Technician	TP5	HU
Buyer	VC3	VP
Sr. Buyer	VC5	HT
California Children Services - Physical Therapist	PP5	F5
California Children Services - Occupational Therapist	PP6	F5
Occupational Therapist - Mental Health	PP8	F5
Child Support Specialist II	BY2	KZ
Child Support Specialist I	BY1	KI
Child Support Specialist III	BY3	XO
Collection Officer	BY6	CF
Consumer Affairs Specialist	TA6	TO
Supervising Child Support Specialist	BY7	XQ
Victim Services Representative	BY4	VY
Civil Engineer	EE1	NM
Assist In Civil Engineering	ED5	YO
Associate Civil Engineer	ED7	NH
Jr. In Civil Engineering	ED3	NB
Traffic Engineer	ED6	NH
Clinical Lab Scientist	NC7	GH
Coroner Forensic Technician	RE2	VX
Lab Assistant/Phlebotomist	NA3	I2
Lab Technician	NA5	WQ
Medical Lab Technician	NC6	GU
Pharmacy Technician	NJ1	FA
Senior Lab Assistant/Phlebotomist	NA4	S8
Code Compliance Investigator II	GL5	IL
Code Compliance Investigator I	GL3	DQ
Code Compliance Investigator III	GL7	CZ
Code Compliance Investigator IV	GL8	TJ
Comm Technician II	MY5	GI
Comm Installer	MY1	RO
Comm Technician I	MY3	JZ
Sr. Comm Technician	MY6	BD
Supervising Communications Technician	MY7	X7
Computer Operator Technician III	UJ5	T4
Computer Operations Supervisor	UK7	ZG
Computer Operator Technician I	UJ4	FJ

Computer Operator Technician II	UJ3	IJ
Computer Operator Technician IV	UJ6	EC
Attachment D - SEIU Benchmark Listing September 2419, 201621		
Position Title	Class Code	Range
Cook	FG5	IY
Cook's Assistant	FG3	R1
Head Cook	FG7	W8
Criminalist II	BM2	Q9
Criminalist I	BM1	ZQ
Custodian	FD2	RI
Custodian Leadworker	FD4	R2
Housekeeper	FC3	K6
Supervising Custodian	FD8	WZ
DP Programmer Analyst	UN4	G4
Assistant DP Programmer Analyst	UM5	61
Assistant Information Center Systems Analyst	UM4	61
Assistant Network Support Analyst	UO2	61
D P Programmer Trainee	UM3	KL
Dept'I DP Coordinator	UU5	HI
Dept'I Information Systems Analyst	XC5	61
Dept'I Information Systems Specialist	XC3	KL
GEO Info Sys Tech I	CV3	87
GEO Info Sys Tech II	CV5	BJ
Info Center Systems Analyst	UM6	G4
Information Center Systems Specialist	UM2	KL
Network Support Analyst	UO3	C4
Network Support Specialist	UO1	KL
Sr. Dept'I Information Systems Analyst	XC7	C4
Sr. DP Programmer Analyst	UN6	ZB
Supervising DP Programmer Analyst	UP3	S5
Supervising Information Center Systems Analyst	UM8	ZB
Telecommunications Specialist I	UL1	EZ
Telecommunications Specialist II	UL3	VS
Employment and Training Specialist II	SH1	IH
Employment and Training Specialist I	SF5	KC
Sr. Employment and Training Specialist	SH2	IC
Veterans Services Representative	SR7	VU
Engineering Tech II	EC4	IB
Bldg Construction Project Manager	ED9	DW
Engineering Aide I	EB3	I1
Engineering Aide II	EB5	WG
Engineering Associate	EC9	MO

Engineering Tech I	EC2	DY
Engineering Tech III	EC5	HZ
Attachment D - SEIU Benchmark Listing September 2419, 201621		
Position Title	Class Code	Range
Pre-Treatment Program Specialist	EC3	HZ
Sr. Engineering Associate	EC8	IG
Environmental Health Specialist I	TJ7	XK
Environmental Health Aide	TJ1	KG
Environmental Health Specialist II	TJ8	H8
Environmental Health Specialist III	TJ9	XG
Environmental Health Specialist Trainee	TJ5	KK
Environmental Program Coordinator	TM5	CV
Water Quality Specialist I	TJ2	XI
Water Quality Specialist II	TJ3	JV
Water Quality Specialist III	TJ6	UQ
Solid Waste Inspector II	TN4	IT
Solid Waste Inspector I	TN1	8G
Supervising Water Quality Specialist	TL6	Q5
GIS Analyst II	GG2	72
GIS Analyst I	GG1	71
GIS Analyst III	GG3	73
GEO Info Sys Tech I	CV3	87
GEO Info Sys Tech II	CV5	BJ
Group Supervisor II	SV5	JJ
Group Supervisor I	SV3	KM
Mental Health Counselor I	SL3	EB
Mental Health Counselor II	SL5	DZ
Sr. Group Supervisor	SV7	TU
Sr. Mental Health Counselor	SL7	SH
Pretrial Svcs Specialist	SS5	48
Probation Aide	SU2	VQ
Institutional Supervisor	SW2	E4
Health Educator	NH7	H3
Epidemiologist	NH1	XB
Health Program Specialist	NX5	PA
Program Coordinator	UU3	BV
Public Health Nutritionist	NU5	H1
Sr. Health Educator	NH6	H2
Sr. Public Health Nutritionist	NU7	H3
Substance Abuse Prevention Coordinator	NT5	H1
Heavy Equipment Mechanic II	MN7	FG
Hvy Equipment Mechanic I	MN3	Y1
Pump Maintenance Mechanic	MP4	F9
Supervising Heavy Equipment Mechanic	MP5	XA
Human Svcs Data App Specialist	JJ1	74
Human Svcs Data App Supervisor	JJ6	75

IT App Dev & Support Analyst II	DD2	92
IT App Dev & Support Analyst I	DD1	91
IT App Dev & Support Analyst III	DD3	93
IT App Dev & Support Analyst IV	DD5	94
IT App Dev & Support Analyst Supervisor	DD6	94
IT Support Services Analyst II	TT2	Q2
IT Support Services Analyst I	TT1	Q1
IT Support Services Analyst III	TT3	Q3
IT Support Services Analyst IV	TT5	Q4
IT Support Services Supervisor	TT6	Q4
IT Sys Admin Analyst II	HH2	X2
IT Sys Admin Analyst I	HH1	X1
IT Sys Admin Analyst III	HH3	X3
IT Sys Admin Analyst IV	HH5	X4
IT Sys Admin Analyst Supervisor	HH6	X4
IT Network/Communications Analyst II	NN2	22
IT Network/Communications Analyst I	NN1	21
IT Network/Communications Analyst III	NN3	23
IT Network/Communications Analyst Supervisor	NN6	24
Latent Print Examiner	BN2	L9
Latent Print Examiner Trainee	BN1	L8
Legal Secretary II	BH3	C1
Law Clerk - County Counsel	JC3	85
Law Clerk - DA	JC4	85
Legal Process Clerk II	BA9	FE
Legal Secretary I	BH2	C2
Paralegal	JC2	IQ
Sr. Legal Secretary	BH5	B9

**Attachment D - SEIU Benchmark Listing
September 2419, 201621**

Position Title	Class Code	Range
Medical Assistant	NW7	Y7
Community Health Worker I	NW3	3
Community Health Worker II	NW5	K7
Community Mental Health Aide	NM3	K7
¹ Student Nurse Trainee	VJ9	AV
Personnel Technician	VE2	Y2
Payroll Clerk	BB1	FN
Personnel Clerk	BB5	FN
Personnel Payroll Clerk	BB3	FN
Pharmacist	NJ5	BA
Physician Assistant/Nurse Practitioner	PJ3	IA

Nurse-Midwife	PJ4	38
Psych MH Nurse Practitioner	PJ5	ZR
Planner II	GA5	CI
Hydrologist	GB2	VI
Park Planner I	GW2	DS
Park Planner II	GW4	CI
Park Planner III	GW6	C8
Park Planner IV	GW8	TH
Planner I	GA3	DS
Planner III	GA7	C8
Planner IV	GA8	TH
Planner IV (B)	GA8B	VI
Planning Technician	GF4	FX
Registered Geologist	GB1	KV
Resource Planner I	TM4	DS
Resource Planner II	TM6	CI
Resource Planner III	TM8	C8
Resource Planner IV	TM9	TH
Supervising Planner	GA9	TH
Urban Designer	WA5	YK
Housing Specialist I	GE1	Z1
Housing Specialist II	GE2	Z2
Housing Specialist III	GE3	Z3
Public Health Microbiologist	NE7	A9
Sr. Public Health Microbiologist	NE8	XP
Water Quality Chemist	TM7	GO
Public Health Nurse II	PH5	VK
Clinic Nurse I	PG3	WW
Clinic Nurse II	PG5	WA
Clinic Nurse III	PG7	VK
Detention LVN	PD4	JQ
Detention Nurse Specialist I	PD5	CY
Detention Nurse Specialist II	PD6	CO
LVN	PC3	SF
Mental Health Nurse Clinician	SK6	MZ
Nurse-Midwife	PJ4	38

**Attachment D - SEIU Benchmark Listing
September 2419, 201621**

Position Title	Class Code	Range
Physician Asst/Nurse Practitioner	PJ3	IA
Psychiatric Technician	PC4	SF
Public Health Nurse I	PH3	WA
Public Health Nurse III	PH8	YI
Psychiatric MH Nurse Practitioner	PJ5	ZR
Public Works Maintenance Worker II	MU5	8F
Heavy Equipment Service Worker	MK3	FO
Parks Maint Supervisor	MF5	JM

Parks Maint Worker I	ME1	36
Parks Maint Worker II	ME2	Y8
Parks Maint Worker III	ME4	ES
Public Works Dispatcher	MU1	DD
Public Works Maintenance Worker I	MU3	I6
Public Works Maintenance Worker III	MU7	Y3
Disposal Site Main Wkr	MW6	WF
Heavy Equipment Operator - Disposal	MW7	TQ
Lead Heavy Equipment Operator	MW3	EW
Public Works Maintenance Worker IV	MU9	CR
Public Works Supervisor	MV4	GM
Transfer Truck Driver	MW4	TQ
Public Works Equipment Trainer	UT2	PL
Radiology Technologist	NG3	AJ
Chief Radiology Technologist	NG4	BG
Real Property Agent	DE5	6D
Assistant Real Property Agent	DE3	HG
Sr. Real Property Agent	DE6	SY
Recreation Supervisor	GT7	52
¹ Aquatics Aide	GK8	TC
Aquatics Coordinator	GK5	Y4
Aquatics Prog Spec	GK4	34
Aquatics Supervisor	GK7	52
Cultural Affairs Specialist	GS5	52
¹ Head Lifeguard	GK3	AZ
¹ Lifeguard	GK1	AK
¹ Lifeguard Instructor	GK2	AM
¹ Parks Services Officer	TU3	G1
¹ Pk Rec Cul Wkr I	GM1	TC
¹ Pk Rec Cul Wkr II	GM2	EG
¹ Pk Rec Cul Wkr III	GM3	EH
¹ Pk Rec Cul Wkr IV	GM4	EJ
Recreation Coordinator	GT5	Y4
Recreation Program Specialist	GT4	34

**Attachment D - SEIU Benchmark Listing
September 2419, 201621**

Position Title	Class Code	Range
Sanitation Maintenance Worker II	MR3	WI
Sanitation Maintenance Worker I	MR1	FU
Sanitation Maintenance Worker III	MR5	IE
Secretary	BJ5	YA
Administrative Aide	UR1	LD
Administrative Secretary - Board of Supervisors	BJ8	TI
Board Clerk	BX5	8E

Clerical Supervisor I	BD3	VO
Clerical Supervisor II	BD6	JY
Division Secretary	BJ4	Y5
Executive Secretary	BJ9	II
Executive Secretary - CAO	BJ7	TI
Sr. Board Clerk	BX6	LD
Recording Services Supervisor	BU8	FB
Sheriff's Records Clerk	BN5	FZ
Sheriff's Community Services Officer	BN7	IS
Sheriff's Property Clerk	CM5	EV
<u>Sheriff's Property/Evidence Supervisor</u>	<u>CM8</u>	<u>SU</u>
Social Worker II	SM4	SK
Med Care Service Worker	SM7	L6
Social Worker I	SM2	S1
Sr. Mental Health Client Specialist I	SK5	GG
Clinical Psychologist	SY3	ZD
Mental Health Client Specialist I	NP5	SG
<u>Mental Health Client Specialist II</u>	<u>NP6</u>	<u>SN</u>
Mental Health Supervising Client Specialist	SK8	MT
Mental Health Utilization Review Specialist	SK7	MT
<u>Mental Health Counselor I</u>	<u>SL3</u>	<u>EB</u>
<u>Mental Health Counselor II</u>	<u>SL5</u>	<u>DZ</u>
<u>Sr. Mental Health Client Specialist II</u>	<u>SL6</u>	<u>GZ</u>
<u>Sr. Mental Health Counselor</u>	<u>SL7</u>	<u>SH</u>
Sr. Social Worker	SM8	H4
Deputy Public Guardian	DG4	H4
In Home Support Services Quality Assurance Specialist	SM6	SL
Social Work Supervisor I	SN6	H4
Social Work Supervisor II	SN8	SJ
Sr. Staff Development Trainer	SM9	SJ
Protective Services Quality Assurance Specialist	SM5	ZG
Sr. Systems Software Analyst	UN5	VL
Systems Software Analyst	UN3	ZA
Treatment Plant Operator	MT3	ID
Electr Instr Supvr	MS8	MX
Electr Instr Tech I	MS3	HO
Electr Instr Tech II	MS5	GL
Sr. Treatment Plant Operator	MT6	IM

**Attachment D - SEIU Benchmark Listing
September 24¹⁹, 2016²¹**

Position Title	Class Code	Range
Treatment Plant Operator - Supervisor	MT8	MX

Attachment: SEIU MOU 2021-2024 (12302 : Approve the General Representation (SEIU) Memorandum of Understanding)

Treatment Plant Operator I - Tr	MT1	WO
Typist Clerk II	BC5	J8
Office Assistant II	BC5	J8
Case Data Clerk	BN3	M6
Clerk I	BA4	D1
Clerk II	BA6	28
Clerk III	BA8	FB
Clerk III Supervisory	BA7	JF
Dupl Equip Opr I	CR1	DJ
Dupl Equip Opr II	CR3	29
Dupl Equip Opr III	CR7	IZ
* ¹ Election Worker - Central	BA2	KB
* ¹ Election Worker – Misc	BA1	KB
Imaging Technician	CC2	Y6
Legal Document Examiner	BU9	P3
Receptionist	BU3	KJ
Records Clerk	BV7	FB
Sr. Case Data Clerk	BN6	FI
Sr. Receptionist	BU7	JF
¹ Student Worker I	VJ2	9
¹ Student Worker II	VJ4	AR
¹ Student Worker III	VJ6	AU
¹ Student Worker IV	VJ8	AY
<u>Typist Clerk I</u>	<u>BC3</u>	<u>J7</u>
<u>Office Assistant I</u>	<u>BC3</u>	<u>J7</u>
<u>Typist Clerk III</u>	<u>BC7</u>	<u>JF</u>
<u>Office Assistant III</u>	<u>BC7</u>	<u>JF</u>
<u>Typist Clerk III Supervisor</u>	<u>BC8</u>	<u>4</u>
<u>Office Assistant III Supervisor</u>	<u>BC8</u>	<u>01</u>
Vector Ecologist	TC7	58
Warehouse Worker	CK3	Y9
Medical Supply Clerk	CL5	I4
Parking Attendant	BW4	27
Parts Technician	MN1	KO
Purchasing Technician	CL6	35
Warehouse Supervisor	CK5	WJ
Welfare Fraud Investigator II	RH3	VF
Child Support Investigator I	RI1	KP
Child Support Investigator II	RI2	VF
Investigator Assistant	NV6	KN
Sr. Welfare Fraud Investigator	RH6	VG
Welfare Fraud Investigator I	RH2	KP

* Tied to Clerk II Step 1 - Section 165.1

¹ Classifications that are Extra Help

IT Benchmark Listing and Salary Schedule Effective January 14, 2017

Attachment D

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Monthly 1st Step	Monthly Last Step
GIS Analyst I	33.82	35.18	36.58	38.05	39.57	41.15	42.80	5863	7418
GIS Analyst II *	37.21	38.69	40.24	41.85	43.53	45.27	47.08	6449	8160
GIS Analyst III	43.34	45.08	46.88	48.76	50.71	52.74	54.84	7513	9506
-									
Human Svcs Data App Specialist *	27.07	28.15	29.27	30.44	31.66	32.93	34.25	4691	5936
Human Svcs Data App Supervisor	31.13	32.37	33.66	35.01	36.41	37.87	39.38	5395	6826
-									
IT App Dev & Supp Analyst I	32.40	33.69	35.04	36.44	37.90	39.42	41.00	5616	7106
IT App Dev & Supp Analyst II *	35.64	37.06	38.55	40.09	41.69	43.36	45.09	6177	7816
IT App Dev & Supp Analyst III	41.52	43.18	44.91	46.70	48.57	50.51	52.54	7197	9106
IT App Dev & Supp Analyst IV	47.75	49.66	51.64	53.71	55.86	58.09	60.42	8276	10472
IT App Dev & Supp Analyst Supv	47.75	49.66	51.64	53.71	55.86	58.09	60.42	8276	10472
IT Supp Svcs Analyst I	28.81	29.96	31.16	32.40	33.70	35.05	36.45	4993	6318
IT Supp Svcs Analyst II *	31.69	32.96	34.27	35.65	37.07	38.55	40.10	5493	6950
IT Supp Svcs Analyst III	36.92	38.39	39.93	41.53	43.19	44.92	46.71	6399	8097
IT Supp Svcs Analyst IV	42.45	44.15	45.92	47.76	49.67	51.65	53.72	7359	9311
IT Support Svcs Supv	42.45	44.15	45.92	47.76	49.67	51.65	53.72	7359	9311
IT Sys Admin Analyst I	34.74	36.13	37.58	39.08	40.64	42.27	43.96	6022	7620
IT Sys Admin Analyst II *	38.22	39.75	41.34	42.99	44.71	46.50	48.36	6624	8382
IT Sys Admin Analyst III	44.52	46.30	48.16	50.08	52.09	54.17	56.34	7717	9765
IT Sys Admin Analyst IV	51.20	53.25	55.38	57.60	59.90	62.30	64.79	8875	11230
IT Sys Admin Analyst Supv	51.20	53.25	55.38	57.60	59.90	62.30	64.79	8875	11230
IT Network / Communications Analyst I	34.32	35.70	37.13	38.61	40.16	41.76	43.43	5950	7528
IT Network / Communications Analyst II *	37.76	39.27	40.84	42.47	44.17	45.94	47.78	6545	8281

IT Network / Communications Analyst III	43.99	45.75	47.58	49.48	51.46	53.52	55.66	7624	9647
IT Network / Communications Supv	50.59	52.61	54.71	56.90	59.18	61.54	64.01	8768	11094
* Benchmark Classifications In Each Series									

The salaries reflected represent the new IT salary structure as of October 11, 2016.

Attachment E of SEIU MOU September 24, 2016 – September 18, 2020
20 Year Retiree Health Longevity Schedule

General Representation Retiree Only 20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55																
2021																
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
Years of Service																
0-5	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00
6	\$143.00	\$143.00	\$143.41	\$150.96	\$158.90	\$167.27	\$175.63	\$184.41	\$193.63	\$203.31	\$213.48	\$224.15	\$235.36	\$247.13	\$259.49	
7	\$148.20	\$156.01	\$164.22	\$172.86	\$181.96	\$191.53	\$201.11	\$211.17	\$221.72	\$232.81	\$244.45	\$256.67	\$269.51	\$282.98	\$297.13	
8	\$166.98	\$175.77	\$185.02	\$194.76	\$205.01	\$215.80	\$226.59	\$237.92	\$249.82	\$262.31	\$275.42	\$289.19	\$303.65	\$318.83	\$334.78	
9	\$185.76	\$195.54	\$205.83	\$216.66	\$228.06	\$240.07	\$252.07	\$264.67	\$277.91	\$291.80	\$306.39	\$321.71	\$337.80	\$354.69	\$372.42	
10	\$204.54	\$215.30	\$226.63	\$238.56	\$251.12	\$264.33	\$277.55	\$291.43	\$306.00	\$321.30	\$337.36	\$354.23	\$371.94	\$390.54	\$410.07	
11	\$223.31	\$235.07	\$247.44	\$260.46	\$274.17	\$288.60	\$303.03	\$318.18	\$334.09	\$350.80	\$368.33	\$386.75	\$406.09	\$426.39	\$447.71	
12	\$242.09	\$254.83	\$268.24	\$282.36	\$297.22	\$312.87	\$328.51	\$344.94	\$362.18	\$380.29	\$399.31	\$419.27	\$440.23	\$462.25	\$485.36	
13	\$260.87	\$274.60	\$289.05	\$304.26	\$320.28	\$337.13	\$353.99	\$371.69	\$390.27	\$409.79	\$430.28	\$451.79	\$474.38	\$498.10	\$507.00	
14	\$279.64	\$294.36	\$309.86	\$326.16	\$343.33	\$361.40	\$379.47	\$398.44	\$418.37	\$439.28	\$461.25	\$484.31	\$507.00	\$507.00	\$507.00	
15	\$298.42	\$314.13	\$330.66	\$348.06	\$366.38	\$385.67	\$404.95	\$425.20	\$446.46	\$468.78	\$492.22	\$507.00	\$507.00	\$507.00	\$507.00	
16	\$317.20	\$333.89	\$351.47	\$369.96	\$389.44	\$409.93	\$430.43	\$451.95	\$474.55	\$498.28	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
17	\$335.98	\$353.66	\$372.27	\$391.87	\$412.49	\$434.20	\$455.91	\$478.71	\$502.64	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
18	\$354.75	\$373.42	\$393.08	\$413.77	\$435.54	\$458.47	\$481.39	\$505.46	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
19	\$373.53	\$393.19	\$413.88	\$435.67	\$458.60	\$482.73	\$506.87	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
20	\$392.31	\$412.95	\$434.69	\$457.57	\$481.65	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
21	\$412.68	\$434.40	\$457.27	\$481.33	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
22	\$433.06	\$455.85	\$479.40	\$505.10	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
23	\$453.44	\$477.30	\$502.42	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
24	\$473.81	\$498.75	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
25	\$494.19	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
26	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
27	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
28	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
29	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	

Medicare Eligibility 75 % Cap Applies

Attachment: SEIU MOU 2021-2024 (12302) : Approve the General Representation (SEIU) Memorandum of

The PEMHCA Minimum payment (\$143 in 2021) is adjusted annually by CalPERS to reflect changes in the medical care component of the Consumer Price Index. Accordingly, the County will adjust the PEMHCA Minimum payment annually.

*Years of Service with the County of Santa Cruz

General Representation
 Retiree Only
 20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55

2022																
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
*Years of Service																
0-5	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00
6	\$149.00	\$149.00	\$149.00	\$156.01	\$164.22	\$172.87	\$181.51	\$190.59	\$200.11	\$210.12	\$220.63	\$231.66	\$243.24	\$255.40	\$268.17	\$281.55
7	\$152.23	\$160.24	\$168.67	\$177.55	\$186.90	\$196.73	\$206.57	\$216.90	\$227.74	\$239.13	\$251.09	\$263.64	\$276.82	\$290.66	\$305.20	\$320.43
8	\$170.70	\$179.68	\$189.14	\$199.09	\$209.57	\$220.60	\$231.63	\$243.21	\$255.37	\$268.14	\$281.55	\$295.63	\$310.41	\$325.93	\$342.22	\$359.30
9	\$189.16	\$199.12	\$209.60	\$220.63	\$232.24	\$244.47	\$256.69	\$269.52	\$283.00	\$297.15	\$312.01	\$327.61	\$343.99	\$361.19	\$379.25	\$398.17
10	\$207.63	\$218.56	\$230.06	\$242.17	\$254.92	\$268.33	\$281.75	\$295.84	\$310.63	\$326.16	\$342.47	\$359.59	\$377.57	\$396.45	\$416.27	\$437.04
11	\$226.10	\$238.00	\$250.52	\$263.71	\$277.59	\$292.20	\$306.81	\$322.15	\$338.26	\$355.17	\$372.93	\$391.58	\$411.15	\$431.71	\$453.30	\$475.93
12	\$244.57	\$257.44	\$270.99	\$285.25	\$300.26	\$316.07	\$331.87	\$348.46	\$365.89	\$384.18	\$403.39	\$423.56	\$444.74	\$466.97	\$490.32	\$514.79
13	\$263.03	\$276.88	\$291.45	\$306.79	\$322.94	\$339.93	\$356.93	\$374.78	\$393.52	\$413.19	\$433.85	\$455.54	\$478.32	\$502.24	\$527.30	\$553.51
14	\$281.50	\$296.32	\$311.91	\$328.33	\$345.61	\$363.80	\$381.99	\$401.09	\$421.14	\$442.20	\$464.31	\$487.53	\$507.00	\$507.00	\$507.00	\$507.00
15	\$299.97	\$315.76	\$332.38	\$349.87	\$368.28	\$387.67	\$407.05	\$427.40	\$448.77	\$471.21	\$494.77	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
16	\$318.44	\$335.20	\$352.84	\$371.41	\$390.96	\$411.53	\$432.11	\$453.72	\$476.40	\$500.22	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
17	\$336.90	\$354.64	\$373.30	\$392.95	\$413.63	\$435.40	\$457.17	\$480.03	\$504.03	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
18	\$355.37	\$374.08	\$393.76	\$414.49	\$436.30	\$459.27	\$482.23	\$506.34	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
19	\$373.84	\$393.52	\$414.23	\$436.03	\$458.98	\$483.13	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
20	\$392.31	\$412.95	\$434.69	\$457.57	\$481.65	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
21	\$412.68	\$434.40	\$457.27	\$481.33	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
22	\$433.06	\$455.85	\$479.70	\$505.10	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
23	\$453.44	\$477.30	\$502.42	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
24	\$473.81	\$498.75	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
25	\$494.19	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
26	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
27	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
28	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
29	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00
30	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00

Medicare Eligibility 75 % Cap Applies

The PEMHCA Minimum payment (\$149 in 2022) is adjusted annually by CalPERS
 To reflect changes in the medical care component of the Consumer Price Index.
 Accordingly, the County will adjust the PEMHCA Minimum payment annually

*Years of Service with the County of Santa Cruz

Attachment: SEIU MOU 2021-2024 (12302) : Approve the General Representation (SEIU) Memorandum of

Attachment F of SEIU MOU September 19, 2020 – September 18, 2021
20 Year Retiree Health Longevity Schedule

General Representation Retiree Plus One or More Dependents 20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55																
2021																
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
Years of Service																
0-5	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00	\$143.00
6	\$143.00	\$143.00	\$146.27	\$153.97	\$162.07	\$170.60	\$179.13	\$188.09	\$197.49	\$207.37	\$217.73	\$228.62	\$240.05	\$252.05	\$264.66	
7	\$153.36	\$161.44	\$169.93	\$178.88	\$188.29	\$198.20	\$208.11	\$218.52	\$229.44	\$240.91	\$252.96	\$265.61	\$278.89	\$292.83	\$307.47	
8	\$174.72	\$183.92	\$193.60	\$203.78	\$214.51	\$225.80	\$237.09	\$248.94	\$261.39	\$274.46	\$288.18	\$302.59	\$317.72	\$333.61	\$350.29	
9	\$196.08	\$206.40	\$217.26	\$228.69	\$240.73	\$253.40	\$266.07	\$279.37	\$293.34	\$308.01	\$323.41	\$339.58	\$356.56	\$374.39	\$393.11	
10	\$217.43	\$228.88	\$240.92	\$253.60	\$266.95	\$281.00	\$295.05	\$309.80	\$325.29	\$341.56	\$358.64	\$376.57	\$395.40	\$415.16	\$435.92	
11	\$238.79	\$251.36	\$264.59	\$278.51	\$293.17	\$308.60	\$324.03	\$340.23	\$357.24	\$375.11	\$393.86	\$413.55	\$434.23	\$455.94	\$478.74	
12	\$260.15	\$273.84	\$288.25	\$303.42	\$319.39	\$336.20	\$353.01	\$370.66	\$389.19	\$408.65	\$429.09	\$450.54	\$473.07	\$496.72	\$521.56	
13	\$281.50	\$296.32	\$311.91	\$328.33	\$345.61	\$363.80	\$381.99	\$401.09	\$421.14	\$442.20	\$464.31	\$487.53	\$511.90	\$537.50	\$557.00	
14	\$302.86	\$318.80	\$335.58	\$353.24	\$371.83	\$391.40	\$410.97	\$431.52	\$453.09	\$475.75	\$499.54	\$524.51	\$550.74	\$557.00	\$557.00	
15	\$324.21	\$341.28	\$359.24	\$378.15	\$398.05	\$419.00	\$439.95	\$461.95	\$485.04	\$509.30	\$534.76	\$557.00	\$557.00	\$557.00	\$557.00	
16	\$345.57	\$363.76	\$382.90	\$403.06	\$424.27	\$446.60	\$468.93	\$492.38	\$517.00	\$542.85	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
17	\$366.93	\$386.24	\$406.57	\$427.97	\$450.49	\$474.20	\$497.91	\$522.81	\$548.95	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
18	\$388.28	\$408.72	\$430.23	\$452.87	\$476.71	\$501.80	\$526.89	\$553.23	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
19	\$409.64	\$431.20	\$453.89	\$477.78	\$502.93	\$529.40	\$555.87	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
20	\$431.00	\$453.68	\$477.56	\$502.69	\$529.15	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
21	\$453.95	\$477.84	\$502.99	\$529.47	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
22	\$476.91	\$502.01	\$528.43	\$556.24	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
23	\$499.89	\$526.17	\$553.86	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
24	\$522.82	\$550.33	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
25	\$545.77	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
26	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
27	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
28	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
29	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	

Medicare Eligibility 75% Cap Applies

The PEMHCA Minimum payment (\$143 in 2021) is adjusted annually by CalPERS to reflect changes in the medical care component of the Consumer Price Index. Accordingly, the County will adjust the PEMHCA Minimum payment annually.

*Years of Service with the County of Santa Cruz

Attachment: SEIU MOU 2021-2024 (12302 : Approve the General Representation (SEIU) Memorandum of

Attachment F of SEIU MOU September 19, 2021 – September 18, 2024
20-Year Retiree Health Longevity Schedule

General Representation
Retiree Plus One or More Dependents
20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55

2022																
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
*Years of Service																
0-5	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00
6	\$149.00	\$149.00	\$151.07	\$159.02	\$167.39	\$176.20	\$185.01	\$194.26	\$203.97	\$214.17	\$224.88	\$236.12	\$247.93	\$260.33	\$273.34	\$287.00
7	\$157.39	\$165.67	\$174.39	\$183.57	\$193.23	\$203.40	\$213.57	\$224.25	\$235.46	\$247.23	\$259.60	\$272.58	\$286.20	\$300.51	\$315.54	\$331.31
8	\$178.43	\$187.83	\$197.71	\$208.12	\$219.07	\$230.60	\$242.13	\$254.24	\$266.95	\$280.30	\$294.31	\$309.03	\$324.48	\$340.70	\$357.74	\$375.54
9	\$199.48	\$209.98	\$221.03	\$232.66	\$244.91	\$257.80	\$270.69	\$284.22	\$298.44	\$313.36	\$329.03	\$345.48	\$362.75	\$380.89	\$399.93	\$419.81
10	\$220.53	\$232.13	\$244.35	\$257.21	\$270.75	\$285.00	\$299.25	\$314.21	\$329.92	\$346.42	\$363.74	\$381.93	\$401.02	\$421.07	\$442.13	\$464.13
11	\$241.57	\$254.29	\$267.67	\$281.76	\$296.59	\$312.20	\$327.81	\$344.20	\$361.41	\$379.48	\$398.46	\$418.38	\$439.30	\$461.26	\$484.32	\$508.32
12	\$262.62	\$276.44	\$290.99	\$306.31	\$322.43	\$339.40	\$356.37	\$374.19	\$392.90	\$412.54	\$433.17	\$454.83	\$477.57	\$501.45	\$526.52	\$552.74
13	\$283.67	\$298.60	\$314.31	\$330.86	\$348.27	\$366.60	\$384.93	\$404.18	\$424.39	\$445.60	\$467.88	\$491.28	\$515.84	\$541.64	\$568.60	\$596.74
14	\$304.71	\$320.75	\$337.63	\$355.40	\$374.11	\$393.80	\$413.49	\$434.16	\$455.87	\$478.67	\$502.60	\$527.73	\$554.12	\$581.70	\$610.40	\$640.24
15	\$325.76	\$342.91	\$360.95	\$379.95	\$399.95	\$421.00	\$442.05	\$464.15	\$487.36	\$511.73	\$537.31	\$564.00	\$591.80	\$620.70	\$650.70	\$681.80
16	\$346.81	\$365.06	\$384.28	\$404.50	\$425.79	\$448.20	\$470.61	\$494.14	\$518.85	\$544.79	\$571.90	\$599.20	\$627.70	\$657.40	\$688.30	\$720.40
17	\$367.86	\$387.22	\$407.60	\$429.05	\$451.63	\$475.40	\$499.17	\$524.13	\$550.33	\$577.00	\$604.20	\$632.50	\$661.90	\$692.50	\$724.30	\$757.30
18	\$388.90	\$409.37	\$430.92	\$453.60	\$477.47	\$502.60	\$527.73	\$554.12	\$581.85	\$610.00	\$638.70	\$668.00	\$698.00	\$728.70	\$760.10	\$792.20
19	\$409.95	\$431.53	\$454.24	\$478.14	\$503.31	\$529.80	\$556.29	\$583.90	\$612.70	\$642.70	\$673.00	\$703.60	\$734.50	\$765.70	\$797.20	\$829.90
20	\$431.00	\$453.68	\$477.56	\$502.69	\$529.15	\$557.00	\$585.20	\$613.80	\$642.80	\$672.20	\$702.00	\$732.20	\$762.80	\$793.70	\$824.90	\$856.40
21	\$453.95	\$477.84	\$502.99	\$529.47	\$557.00	\$585.00	\$613.50	\$642.50	\$672.00	\$702.00	\$732.50	\$763.50	\$794.90	\$826.70	\$858.80	\$891.20
22	\$476.91	\$502.01	\$528.43	\$556.24	\$585.00	\$614.00	\$643.50	\$673.50	\$704.00	\$735.00	\$766.50	\$798.50	\$830.90	\$863.70	\$896.80	\$930.20
23	\$499.89	\$526.17	\$553.86	\$583.00	\$613.00	\$643.00	\$673.00	\$704.00	\$735.00	\$766.00	\$798.00	\$830.00	\$862.00	\$894.00	\$926.00	\$958.00
24	\$522.82	\$550.33	\$579.00	\$609.00	\$640.00	\$671.00	\$702.00	\$733.00	\$764.00	\$795.00	\$826.00	\$857.00	\$888.00	\$919.00	\$950.00	\$981.00
25	\$545.77	\$574.00	\$603.00	\$633.00	\$664.00	\$695.00	\$726.00	\$757.00	\$788.00	\$819.00	\$850.00	\$881.00	\$912.00	\$943.00	\$974.00	\$1005.00
26	\$557.00	\$587.00	\$617.00	\$648.00	\$679.00	\$710.00	\$741.00	\$772.00	\$803.00	\$834.00	\$865.00	\$896.00	\$927.00	\$958.00	\$989.00	\$1020.00
27	\$557.00	\$587.00	\$617.00	\$648.00	\$679.00	\$710.00	\$741.00	\$772.00	\$803.00	\$834.00	\$865.00	\$896.00	\$927.00	\$958.00	\$989.00	\$1020.00
28	\$557.00	\$587.00	\$617.00	\$648.00	\$679.00	\$710.00	\$741.00	\$772.00	\$803.00	\$834.00	\$865.00	\$896.00	\$927.00	\$958.00	\$989.00	\$1020.00
29	\$557.00	\$587.00	\$617.00	\$648.00	\$679.00	\$710.00	\$741.00	\$772.00	\$803.00	\$834.00	\$865.00	\$896.00	\$927.00	\$958.00	\$989.00	\$1020.00
30	\$557.00	\$587.00	\$617.00	\$648.00	\$679.00	\$710.00	\$741.00	\$772.00	\$803.00	\$834.00	\$865.00	\$896.00	\$927.00	\$958.00	\$989.00	\$1020.00

Medicare Eligibility 75% Cap Applies

The PEMHCA Minimum payment (\$149 in 2022) is adjusted annually by CalPERS To reflect changes in the medical care component of the Consumer Price Index. Accordingly, the County will adjust the PEMHCA Minimum payment annually

*Years of Service with the County of Santa Cruz

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ATTACHMENT G of SEIU MOU – September 19, 2020~~1~~– September 18, 2024~~4~~

SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF SANTA CRUZ
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521

Advance Enrollment Voluntary Time Off with Accrual (AVTO)

A. Purpose

The County of Santa Cruz (County) agrees to establish and administer an Advance Enrollment Voluntary Time Off with Accrual Program (AVTO) for all County employees. The purpose of the AVTO is to prevent layoffs within the County of Santa Cruz. In the event that the Board of Supervisors (BOS) determines that layoffs are necessary, the Board will authorize the usage of the AVTO Program for the fiscal year within departments.

B. Procedure

1. Employees will have a two (2) week enrollment period, from the date of authorization by the BOS, in which they may voluntarily elect to submit an application to reduce work hours in advance within the twelve (12) month fiscal period. Only employees who have attained permanent status with the County of Santa Cruz may participate in the AVTO program.
2. The application to participate in the AVTO shall be available to employees by request at the Personnel Office located at 701 Ocean Street, Rm ~~310~~510. All employees will be notified in writing regarding the AVTO specifics and application location(s) prior to the implementation of the enrollment period.
3. Applications for voluntary leave shall be reviewed in good faith by the department head or department head designee. The department head or department head designee shall respond, in writing, to the application for voluntary leave under this program within twenty (20) calendar days.
4. The department head or department head designee shall approve the application or deny the application. Applications for voluntary leave will not be denied arbitrarily or capriciously. The decision of the department head or designee shall be final.
5. All persons in the AVTO will return to their original work schedule and pay status at the end of the twelve (12) month fiscal year. If an employee transfers, promotes, demotes, terminates, or in any other way vacates ~~his or her~~ their position, that employee will be removed from the AVTO for the balance of the

twelve (12) months. The Union agrees that if the AVTO savings are not realized then mid-fiscal year layoffs may be required.

6. AVTO may be taken in increments of at least one full hour. Employees may choose to request a block of VTO within the fiscal year authorized by the BOS.

Example: An employee may request a block of VTO for any length of time within the twelve- (12) month fiscal period such as, but not limited to, a week, a month, or six (6) month period.

7. The County's contribution for the employer's contribution of medical, dental, retirement and life insurance for AVTO participants shall remain the same. The employees medical, dental, retirement, annual leave accrual and life insurance benefits shall remain the same during the AVTO leave.
8. AVTO shall apply toward time in service for step advancement.
9. AVTO shall not apply toward completion of probation.
10. AVTO shall apply toward seniority for purposes of layoff.
11. AVTO shall be granted without requiring employees to use annual leave.
12. AVTO shall not be considered paid leave for purposes of determining overtime eligibility.
13. AVTO shall not be considered when determining eligibility for holiday pay.
14. Differentials are not paid on AVTO hours.
15. AVTO may affect PERS service credit. Employees shall be responsible for contacting PERS and confirming the effect of their participation in AVTO.

C. Payment Options

The County, Union representatives and the Auditor Controller Representatives will meet to discuss the feasibility and implementation of the flat reduction or prepaid reduction payment options.

D. Program Announcement

1. The County and the Union representatives shall encourage all departments and department employees who are able and willing to participate in AVTO to do so. Employees will not be disciplined, harassed, discriminated against, or otherwise adversely affected by choosing not to participate in AVTO by either the County or the Union.

2. The County and the Union Representatives shall develop and distribute literature regarding AVTO.
 3. The County and the Union will hold joint brown bag lunch meetings to promote the AVTO program and answer questions on the AVTO program.
- E. This side-letter of agreement does not modify, abridge, or otherwise affect the current Memorandum of Understanding or other agreements between the County and the Union currently in effect.

ATTACHMENT H of SEIU MOU – September 19, 2021– September 18, 2024

SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF SANTA CRUZ
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521
Mental Health Client Specialist Classification Series Expansion

The purpose of this article is to redefine and expand the ability to hire mental health professionals in order to fill vacant positions and better identify qualifications to find eligible candidates for specified positions. This agreement through the Mental Health Client Specialist Negotiations Side Committee adds two additional classifications to this series to reflect additional licensure and other valuable qualifications. This article also amends the names of the two preexisting classifications to reflect these new classifications. Finally, this article establishes compensation levels for the two new classifications that reflects additional levels of education, training, and/or responsibility.

The Mental Health Client Specialist (MHCS) series henceforth comprises the following four classifications:

1) Mental Health Client Specialist I

- a. Update MHCS I job specification with distinguishing characteristics.

2) Mental Health Client Specialist II

a. Job qualifications:

- i. A master's degree from an accredited college or university in psychology, social work, counseling, or closely related behavioral science field;

AND

One year as a Mental Health Client Specialist I or equivalent experience;

AND

Special requirement – registered with the State of California Behavioral Board of Sciences as an Associate Marriage and Family Therapist, Associate Clinical Social Worker, or Associate Professional Clinical Counselor.

OR

- ii. A bachelor's degree from an accredited college or university in psychology, counseling, or closely related behavioral science field;

AND

Three years full-time experience in a recognized public or private agency providing mental health counseling, substance abuse counseling, psycho-social assessment, or case management services to individuals with mental illness, substance use disorders, or emotional disturbances, which includes a minimum of two years' experience in providing crisis intervention services in the community or in an inpatient psychiatric program.

- b. Compensation of 5 percent above the MHCS I salary scale.

3) Senior Mental Health Client Specialist I

- a. Update Senior MHCS I job specification with distinguishing characteristics.

4) Senior Mental Health Client Specialist II

a. Job qualifications:

- i. Possession of a master's degree or PhD with a major in social work, psychology, clinical counseling psychiatric nursing or a closely related behavioral science field which has included completion of a university approved internship, preferably a clinical internship, in a mental health agency;

AND

One year of full-time experience as a Senior Mental Health Client Specialist I at the County of Santa Cruz or equivalent experience.

OR

- ii. Possession of a master's degree or PhD with a major in social work, psychology, clinical counseling psychiatric nursing or a closely related behavioral science field which has included completion of a university approved internship, preferably a clinical internship, in a mental health agency;

AND

Three years' experience in crisis intervention as a Mental Health Client Specialist II.

b. Compensation of 5 percent above the Senior MHCS I salary scale.

The Personnel Department shall finalize the implementation plan and publish job descriptions and the salary schedule for all four classifications within 90 calendar days of ratification of this Agreement. The implementation elements include placing current employees in the MHCS class at the MHCS I level and current employees in the Sr. MHCS class at the Sr. MHCS I level. Following the job specification creation, the Health Services Agency (HSA) will identify and allocate alternate staffing patterns based on operational needs. Subsequently, HSA will be equipped to alternately promote individuals to level II based on assignment.



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Bruce McPherson, Fifth District Supervisor, Manu Koenig, First District Supervisor
(831) 454-2200

Subject: Setting Letter: 2019 California Plumbing Code - Ordinance Amendment

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Schedule a public hearing on April 26, 2022, beginning at 9:00 AM or thereafter, to consider amendments to Section 12.10.235 of the Santa Cruz County Code (2019 California Plumbing Code); and
- 2) Direct Clerk of the Board to publish the required notice of public hearing by placing a display advertisement of at least one-eighth page in the Sentinel newspaper, one time, at least ten days prior to the public hearing.

Executive Summary

This is a request to set a public hearing to discuss amendments to the 2019 California Plumbing Code (Section 12.10.235 of the County Code).

Background

Current pipe sizing metrics require the installation of water supply pipes that exceed the size necessary for modern-day low-flow fixtures and appliances. As a result, Santa Cruz County residents have experienced a higher financial burden due, in part, to the higher construction and maintenance costs of outdated sizing metrics and oversized piping systems.

The Water Demand Calculator (WDC) development, referenced in Appendix M of the 2019 California Plumbing Code, provides a tool for addressing this and several other oversized pipe-related inefficiencies. The WDC accurately forecasts peak water demand in residential buildings, including single and multi-family dwellings, and therefore, Appendix M is proposed for adoption.

It is recommended that the Board of Supervisors schedule a public hearing to consider approval of these amendments and direct the Clerk of the Board to publish the required newspaper notice for the hearing.

Financial Impact

None

Strategic Plan Element(s)

2A: Attainable Housing: Affordable Housing.
4B: Sustainable Environment: Natural Resources.
4D: Sustainable Environment: Climate Change.

Submitted by:

Bruce McPherson, Fifth District Supervisor, Manu Koenig, First District Supervisor

Attachments:

a Notice of Public Hearing - 2019 CPC Appendix M

**Notice of Public Hearing
Before the Board of Supervisors
Of the County of Santa Cruz**

Notice is hereby given that the Santa Cruz County Board of Supervisors has scheduled a public hearing for Tuesday, April 26, 2022, at 9:00 a.m. or thereafter in the Board Chambers, 701 Ocean Street, Room 525, Santa Cruz, California, to consider adopting in concept an ordinance amending Chapter 12.10.235 of the Santa Cruz County Code, for the purpose of adopting Appendix M of the 2019 California Plumbing Code.

Note: The public may attend the public hearing and/or comment on this matter. Testimony may be presented in person or submitted in written form prior to the hearing and made a part of the hearing record.

If any person challenges an action taken on the foregoing matters 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. For more information on this subject, contact the Community Development and Infrastructure Department at (831) 454-3173.

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 (831) 454-2323 at least 72 hours in advance of the meeting to make arrangements; for TDD/TTY, dial 711.

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

BY ORDER OF THE BOARD OF SUPERVISORS

By: Stephanie Cabrera

Chief Deputy Clerk of the Board



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Zach Friend, Second District Supervisor
(831) 454-2200

Subject: Establishment of a Pilot Digital Wallet Program for the County of Santa Cruz

Meeting Date: April 12, 2022

Recommended Actions:

- 1) Accept the donation of digital wallet technical infrastructure for the County of Santa Cruz from HUMBL, which provides custom blockchain solutions for companies and governments; and
- 2) Direct the County Administrative Officer to establish a pilot digital wallet program for the County of Santa Cruz, which will initially include the infrastructure for a digital County wallet, and subsequently may be expanded to serve the needs of the community as the County sees fit, and report back to the Board no later than August 9, 2022, with a report on the progress of the pilot program.

Executive Summary:

A digital wallet is a secure system that stores an individual's payment and other information such as credentials and documentation in a digital interface that can be accessed from a mobile phone or other Internet-connected device. Digital wallets can use blockchain technology to ensure the information contained within a wallet is secure, verifiable, and self-sovereign (the information or documentation is owned by the individual).

This item recommends that the Board accept a donation of digital wallet infrastructure (at no cost to the County) and directs the County Administrative Officer to implement a pilot program for the County's use of such infrastructure. The CAO would have discretion to work with selected Department Heads and ISD to create a plan to best utilize the infrastructure on a trial basis to determine how it can best serve the County, as well as the general public, and report back to update the Board on progress and receive further policy direction on the County's use of blockchain technology.

Background:

Blockchain technology has existed since the 1990s, but the functionality and capabilities have widely expanded in recent years. While many associate blockchain exclusively with cryptocurrencies, its applications range far beyond that. Blockchain technology, at its core, is an immutable (unchangeable), decentralized digital ledger that allows for verification and tracking of data between separate parties. When used appropriately, blockchain can bring increased trust, transparency, and efficiency into systems. This has strong, positive implications for many government services, such as permitting

processes, digital identity, and other government documentation such as licenses and certificates.

In 2020, a working group commissioned by a 2018 state bill delivered a report on blockchain to the state Legislature, detailing the potential use, benefits and risks of the technology from a government perspective. The report identifies blockchain-based wallets as a particularly applicable use of the technology for government services. From the report:

“Like in the physical world, identity information and confidential data will be stored in a wallet. In a digital wallet will be credentials and information tied to one’s identity and trusted relationships. Since the wallet is digital, it is much more powerful and can control significantly more information than a physical wallet carried on our person...

These credentials, issued by each entity, but ‘owned’ by the user, would streamline access and the processing of all transactions. Unlike the physical world, however, our digital wallet and credentials will be keyed to our DID (decentralized identifier) and protected using blockchain technology. This makes it secure, verifiable, and self-sovereign. Specifically, a DID will be stored on the blockchain, with a unique global identifier that includes an individual’s public cryptographic key. When that person shares an aspect of their identity from their digital wallet, they will sign it with their associated private cryptographic key. The recipient will then know it relates to the individual. If the identity aspect is verified by a third party, such as, say, the DMV, it will also be signed by that entity, which has its own DID.”

The report identified numerous use cases for blockchain wallets to improve government services, and other states have started utilizing blockchain already for pilot programs, such as Washoe County, Nevada, which in 2018 piloted marriage licenses on the Ethereum blockchain. Blockchain wallets can be used for documentation, financial payments and any other instance of verifying a transaction that a citizen may need for government services. The state Legislature has considered various proposals for implementing blockchain technology, including bills that would authorize blockchain-based verifiable credentials, as well as the 2020 Blockchain Working Group report.

Successful implementation of these blockchain-based programs will require partnership with a company that can develop a secure digital wallet. HUMBL, Inc., which provides custom blockchain solutions for companies and governments, is developing a “Web 3.0” platform to make it easy for consumers and merchants to exchange payments, tickets, and other digital assets using blockchain technology.

Analysis:

Blockchain technology has existed for years and is currently used by major corporations and governments for a variety of purposes. One of the key benefits of a blockchain wallet is that it removes the need for intermediary parties, while increasing transparency, security, and immutability. The lack of an intermediary without sacrificing security positions blockchain wallets as a powerful technology to improve equity and access for underserved communities in Santa Cruz County.

The proposed Blockchain wallet would be built by HUMBL at zero cost to the County.

The CAO is in the best position to work with Department Heads and ISD to determine which Departments and functions can best use the wallet infrastructure and report back to the Board with more information on challenges and opportunities. The Board can then provide further policy direction on whether the program should be maintained, expanded, or discontinued.

The wallet pilot program should aim to increase the equity, quality, accessibility, and transparency of services provided to constituents by Santa Cruz County. Use cases may include wallet credentials such as marriage licenses, birth certificates, library cards, and other County (or other government) documents that are traditionally registered on centralized technology systems by the County.

Financial Impact:

None.

Strategic Plan Element(s)

6.A. Operational Excellence: Customer Experience

6.D. Operational Excellence: Continuous Improvement

Submitted by:

Zach Friend, Second District Supervisor



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Zach Friend, Second District Supervisor
(831) 454-2200

Subject: Second District appointment to the Mental Health Advisory Board

Meeting Date: April 12, 2022

Recommended Action(s):

Approve appointment of Maureen McCarty to the Mental Health Advisory Board, as a representative of the general public, in accordance with County Code Section 2.104.030, for a term to expire April 1, 2025.

Executive Summary

Approve appointment to fill a general public representative position for the Mental Health Advisory Board, for a term to expire April 1, 2025.

Background

Based on the applications received, Maureen McCarty has been nominated to serve as a representative of the general public.

Submitted by:

Zach Friend, Second District Supervisor

Attachments:

- a Maureen McCarty Application



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Bruce McPherson, Fifth District Supervisor, Zach Friend, Second District Supervisor
(831) 454-2200

Subject: Opposition to Senate Bill 1186

Meeting Date: April 12, 2022

Recommended Action(s):

Direct the Board Chair to write a letter to the legislative sponsor opposing the passage of Senate Bill 1186 which would severely undermine local decision-making under the Medicinal and Adult-Use Cannabis Regulation and Safety Act, and direct the Chair to share the letter with the County's legislative delegation.

Executive Summary

Proposed Senate Bill 1186 (Wiener) would severely undermine local decision-making under the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

Background

In an effort to update the state regulatory framework around medical cannabis use, the state legislature passed a series of bills collective known as the Medical Cannabis Regulations Safety Act (MCRSA), that went into effect January 1, 2016. California voters subsequently passed the Control, Regulate and Tax Adult-Use of Marijuana Act of 2016 (AUMA), commonly known as Proposition 64 in November 2016 creating a comprehensive system surrounding commercial non-medical marijuana. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidated the licensure and regulation of commercial medicinal and adult-use cannabis activities, including the retail sale of medicinal cannabis in July 2017. The ability of local jurisdictions to regulate cannabis businesses participating in their area was central to the passage of both the original Medical Cannabis Regulation and Safety Act and Proposition 64 and is consequently integral to the combined MAUCRSA.

The Legislature worked closely with stakeholders to create a regulatory framework for medical cannabis included within the Medical Cannabis Regulations Safety Act. This framework serves as the basis of regulatory structure provided for in Prop 64. In the construction of both frameworks, there is recognition of a critical need for local control, primarily as part of cities' and counties' land-use authority. Local jurisdictions were - and remain - a critical partner in cannabis regulation.

Since the passage of MAUCRSA, statewide implementation has resulted in counties and cities across the state crafting local regulation to allow commercial cannabis. California produces three times the amount of cannabis that the state market can consume, and there are well over 200 jurisdictions permitting some form of medical and adult-use retail, with additional jurisdictions to be added in 2022. At present, thirty-three

counties, representing over 67% of the population, allow for both medical and adult-use cannabis retail. In the twenty counties that do not authorize commercial cannabis, there is at least one incorporated city that does allow retail and, in many cases, multiple cities. The result is that 99% of Californians live in a county where retail is allowed either within the county, or within a city, and in most cases both.

As proposed, SB 1186 would prohibit local jurisdictions from adopting any regulation that would prohibit or impose “unreasonable restrictions” on the sale of medicinal cannabis. Although “reasonable access” is not defined within the bill, a list of things articulated that cannot be restricted include the number of medicinal cannabis businesses operating in a jurisdiction, the hours of said businesses, the number or frequency of sales, or the type/quantity of medicinal cannabis sold. The bill also waives CEQA requirements to allow for the repeal or adoption of local ordinances that would result in the expansion of the medical cannabis market in that jurisdiction. If enacted, SB 1186 would undermine the spirit of MAUCRSA and the reality that local jurisdictions in California have vastly different needs.

Analysis

The proposed legislation would remove local control, undoing the will of the voters in requiring local control and the previous progress made in crafting a regulatory framework around cannabis.

Local control must be sustained to ensure counties and cities can set regulatory standards associated with local land-use authority. This includes the ability to restrict or prohibit commercial cannabis activities or impose stricter local standards than those in State regulations. SB 1186 undermines the intent of MAUCRSA by restricting the ability for the large number of jurisdictions, like Santa Cruz County, that permit and regulate cannabis retailers to set appropriate local regulations which were developed in a public process.

SB 1186 further impairs local control in jurisdictions that permit retail medical cannabis by severely limiting counties' and cities' ability to regulate cannabis business. The bill would prohibit counties and cities from adopting regulations deemed to "unreasonably restrict" access. The broad and open-ended definition of “unreasonable” in the bill is little more than a recipe for unending litigation for many years to come. This portion of the bill would penalize jurisdictions like Santa Cruz County that have stepped up and crafted regulatory schemes for cannabis businesses in their community, by subjecting them to ceaseless legal attacks. Further, amending existing local ordinances that were developed and approved in an open public process will pose a significant fiscal impact on jurisdictions, and cannot be recouped through fees.

There has been gradual, but consistent, progress toward expanding cannabis retail permitting throughout Santa Cruz County and the state. The removal of local authorization while the state is still in the implementation phase of the cannabis regulatory framework would undo the significant work we have undertaken to establish a healthy cannabis industry in Santa Cruz County. SB 1186 would obstruct progress and return us to an era of haphazard regulation, distrust, and litigation.

The California State Association of Counties, the League of California Cities and the

Rural County Representative of California have all come out in opposition to SB 1186.

Financial Impact

None

Strategic Plan Element(s)

- 1.A. Comprehensive Health and Safety: Health Equity
- 1.C. Comprehensive Health and Safety: Local Justice

Submitted by:

Bruce McPherson, Fifth District Supervisor, Zach Friend, Second District Supervisor

Attachments:

a Senate Bill 1186

AMENDED IN SENATE MARCH 29, 2022

AMENDED IN SENATE MARCH 10, 2022

SENATE BILL

No. 1186

Introduced by Senator Wiener

February 17, 2022

An act to amend Section 26200 of, and to add Chapter 25 (commencing with Section 26300) to Division 10 of, the Business and Professions Code, relating to cannabis.

LEGISLATIVE COUNSEL'S DIGEST

SB 1186, as amended, Wiener. Medicinal Cannabis ~~Patients'~~ *Patients'* Right of Access Act.

Existing law, the Compassionate Use Act of 1996, an initiative measure enacted by Proposition 215 at the November 6, 1996, statewide general election, declares that its purpose is, among other things, to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes, as specified, and exempts from state criminal liability certain patients and their primary caregivers who possess or cultivate marijuana for the personal medical purposes of the patient. Existing law, known as the Medical Marijuana Program, establishes a voluntary registration program for qualified medicinal cannabis patients and their primary caregivers through a statewide identification card system maintained by the State Department of Public Health and sets forth guidelines for the possession of medicinal cannabis.

The Control, Regulate and Tax Adult-Use of Marijuana Act of 2016 (AUMA), an initiative measure approved as ~~Prop~~ *Proposition* 64 at the November 8, 2016, statewide general election, established a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical

marijuana. AUMA reserved to a local jurisdiction specified powers regarding commercial adult-use cannabis activity, including adopting and enforcing local ordinances regulating commercial adult-use cannabis activity. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidates the licensure and regulation of commercial medicinal and adult-use cannabis activities, including the retail sale of medicinal cannabis.

This bill would enact the Medicinal Cannabis ~~Patients'~~ *Patients'* Right of Access Act, which would prohibit a local jurisdiction from adopting or enforcing any regulation that prohibits the sale of, or otherwise imposes unreasonable restrictions on the safe and affordable sale of, medicinal cannabis to medicinal cannabis patients or their primary caregivers by medicinal cannabis businesses, as defined. The bill would prohibit regulations that unreasonably restrict, among other things, the operating hours or the number or frequency of sales of medicinal cannabis businesses. This bill would authorize a local jurisdiction to adopt and enforce ~~specified regulations that would not be deemed unreasonable restrictions, including~~ limiting the sale of medicinal cannabis to ~~delivery only or to storefront retail sale only, as specified.~~ *only*. The bill would provide that the act may be enforced by an action for writ of mandate brought by a medical cannabis patient or their primary caregiver, a medicinal cannabis business, the Attorney General, or any other party otherwise authorized by law.

Existing law, the California Environmental Quality Act (CEQA), requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment, or to adopt a negative declaration if it finds that the project will not have that effect.

This bill would provide that CEQA does not apply to specified actions taken by a local jurisdiction to comply with the bill's provisions, including the repeal of any local regulation prohibiting the operation of medicinal cannabis businesses.

To the extent this bill would impose additional duties on local jurisdictions, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state,

reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 26200 of the Business and Professions
2 Code is amended to read:
3 26200. (a) (1) Except as set forth in the Medicinal Cannabis
4 Patients' Right of Access Act (Chapter 25 (commencing with
5 Section 26300)), this division shall not be interpreted to supersede
6 or limit the authority of a local jurisdiction to adopt and enforce
7 local ordinances to regulate businesses licensed under this division,
8 including, but not limited to, local zoning and land use
9 requirements, business license requirements, and requirements
10 related to reducing exposure to secondhand smoke, or to completely
11 prohibit the establishment or operation of one or more types of
12 businesses licensed under this division within the local jurisdiction.
13 (2) Except as set forth in the Medicinal Cannabis Patients' Right
14 of Access Act (Chapter 25 (commencing with Section 26300)),
15 this division shall not be interpreted to supersede or limit existing
16 local authority for law enforcement activity, enforcement of local
17 zoning requirements or local ordinances, or enforcement of local
18 license, permit, or other authorization requirements.
19 (b) This division shall not be interpreted to require the
20 department to undertake local law enforcement responsibilities,
21 enforce local zoning requirements, or enforce local licensing,
22 permitting, or other authorization requirements.
23 (c) A local jurisdiction shall notify the department upon
24 revocation of any local license, permit, or authorization for a
25 licensee to engage in commercial cannabis activity within the local
26 jurisdiction. Within 60 days of being so informed, the department
27 shall begin the process to determine whether a license issued to
28 the licensee should be suspended or revoked pursuant to Chapter
29 3 (commencing with Section 26030).
30 (d) For facilities issued a state license that are located within
31 the incorporated area of a city, the city shall have full power and
32 authority to enforce this division and the regulations promulgated
33 by the department, if delegated by the state. Notwithstanding

1 Sections 101375, 101400, and 101405 of the Health and Safety
 2 Code or any contract entered into pursuant thereto, or any other
 3 law, the city shall assume complete responsibility for any
 4 regulatory function pursuant to this division within the city limits
 5 that would otherwise be performed by the county or any county
 6 officer or employee, including a county health officer, without
 7 liability, cost, or expense to the county.

8 (e) (1) This division does not prohibit the issuance of a state
 9 temporary event license to a licensee authorizing onsite cannabis
 10 sales to, and consumption by, persons 21 years of age or older at
 11 a county fair event, district agricultural association event, or at
 12 another venue expressly approved by a local jurisdiction for the
 13 purpose of holding temporary events of this nature, provided that
 14 the activities, at a minimum, comply with all the following:

15 (A) The requirements of paragraphs (1) to (3), inclusive, of
 16 subdivision (g).

17 (B) All participants who are engaged in the onsite retail sale of
 18 cannabis or cannabis products at the event are licensed under this
 19 division to engage in that activity.

20 (C) The activities are otherwise consistent with regulations
 21 promulgated and adopted by the department governing state
 22 temporary event licenses.

23 (D) A state temporary event license shall only be issued in local
 24 jurisdictions that authorize such events.

25 (E) A licensee who submits an application for a state temporary
 26 event license shall, 60 days before the event, provide to the
 27 department a list of all licensees that will be providing onsite sales
 28 of cannabis or cannabis products at the event. If any changes occur
 29 in that list, the licensee shall provide the department with a final
 30 updated list to reflect those changes. A person shall not engage in
 31 the onsite retail sale of cannabis or cannabis products, or in any
 32 way participate in the event, who is not included in the list,
 33 including any updates, provided to the department.

34 (2) The department may impose a civil penalty on any person
 35 who violates this subdivision, or any regulations adopted by the
 36 department governing state temporary event licenses, in an amount
 37 up to three times the amount of the license fee for each violation,
 38 consistent with Sections 26018 and 26038.

39 (3) The department may require the event and all participants
 40 to cease operations without delay if in the opinion of the

1 department or local law enforcement it is necessary to protect the
 2 immediate public health and safety of the people of the state. The
 3 department may also require the event organizer to immediately
 4 expel from the event any participant selling cannabis or cannabis
 5 products without a license from the department that authorizes the
 6 participant to sell cannabis or cannabis products. If the unlicensed
 7 participant does not leave the event, the department may require
 8 the event and all participants to cease operations immediately.

9 (4) The order by the department for the event to cease operations
 10 pursuant to paragraph (3) does not entitle the event organizer or
 11 any participant in the event to a hearing or an appeal of the
 12 decision. Chapter 3 (commencing with Section 490) of Division
 13 1.5 and Chapter 4 (commencing with Section 26040) of this
 14 division shall not apply to the order by the department for the event
 15 to cease operations pursuant to paragraph (3).

16 (5) The smoking of cannabis or cannabis products at temporary
 17 events authorized pursuant to this subdivision is prohibited in
 18 locations where smoking is prohibited. For purposes of this section,
 19 “smoking” has the same meaning as defined in subdivision (c) of
 20 Section 22950.5.

21 (f) This division, or any regulations promulgated thereunder,
 22 shall not be deemed to limit the authority or remedies of a city,
 23 county, or city and county under any provision of law, including,
 24 but not limited to, Section 7 of Article XI of the California
 25 Constitution.

26 (g) Notwithstanding paragraph (1) of subdivision (a) of Section
 27 11362.3 of the Health and Safety Code, a local jurisdiction may
 28 allow for the smoking, vaporizing, and ingesting of cannabis or
 29 cannabis products on the premises of a retailer or microbusiness
 30 licensed under this division if all of the following are met:

31 (1) Access to the area where cannabis consumption is allowed
 32 is restricted to persons 21 years of age or older.

33 (2) Cannabis consumption is not visible from any public place
 34 or nonage-restricted area.

35 (3) Sale or consumption of alcohol or tobacco is not allowed
 36 on the premises.

37 (h) This division shall not be interpreted to supersede Section
 38 6404.5 of the Labor Code.

39 SEC. 2. Chapter 25 (commencing with Section 26300) is added
 40 to Division 10 of the Business and Professions Code, to read:

1 CHAPTER 25. MEDICINAL CANNABIS PATIENTS' RIGHT OF
2 ACCESS ACT
3

4 26300. The Legislature finds and declares as follows:

5 (a) Access to medicinal cannabis is an integral aspect of access
6 to health care, and eliminating barriers to medicinal cannabis access
7 is essential to promoting and preserving the health of Californians
8 for whom physicians have recommended the use of cannabis or
9 cannabis products.

10 (b) It is the policy of the state and the intent of the Legislature
11 to ensure that Californians throughout the state have timely and
12 convenient access to safe, effective, and affordable medicinal
13 cannabis.

14 26301. (a) This act shall be known, and may be cited, as the
15 Medicinal Cannabis Patients' Right of Access Act.

16 (b) For purposes of this section:

17 (1) "Medicinal cannabis" means medicinal cannabis or medicinal
18 cannabis products, as those terms are defined in paragraph (1) of
19 subdivision (ai) of Section 26001.

20 (2) "Medicinal cannabis business" means a business authorized
21 to engage in the retail sale of medicinal cannabis to medicinal
22 cannabis patients pursuant to a medicinal cannabis retail license
23 or microbusiness license.

24 (3) "Medicinal cannabis patient" means a qualified patient, as
25 defined in Section 11362.7 of the Health and Safety Code, who
26 possesses a physician's recommendation that complies with Article
27 25 (commencing with Section 2525) of Chapter 5 of Division 2,
28 or a qualified patient or primary caregiver for a qualified patient
29 issued a valid identification card pursuant to Section 11362.71 of
30 the Health and Safety Code.

31 (4) "Regulation" means a local ordinance, regulation, policy,
32 or practice.

33 26302. A local jurisdiction shall not adopt or enforce any
34 regulation that prohibits the sale of medicinal cannabis to medicinal
35 cannabis patients or their primary caregivers, or that otherwise
36 imposes unreasonable restrictions on the safe and affordable sale
37 of medicinal cannabis to medicinal cannabis patients or their
38 primary caregivers by medicinal cannabis businesses, including,
39 but not limited to, regulations that unreasonably restrict any of the
40 following:

1 (a) The number of medicinal cannabis businesses authorized to
2 operate in the local jurisdiction.

3 (b) The operating hours of medicinal cannabis businesses.

4 (c) The number or frequency of sales of medicinal cannabis.

5 (d) The types or quantities of medicinal cannabis authorized to
6 be sold.

7 (e) Any other aspect of the operation of a medicinal cannabis
8 business that is essential to its ability to offer medicinal cannabis
9 products for sale to medicinal cannabis patients and their primary
10 caregivers within the local jurisdiction in a timely and readily
11 accessible manner, and in types and quantities that are sufficient
12 to meet demand from medicinal cannabis patients within the local
13 jurisdiction.

14 26303. A local jurisdiction may adopt and enforce regulations
15 that ~~do any of the following~~, *limit the sale of medicinal cannabis*
16 *to delivery only*, which shall not be deemed to be *an unreasonable*
17 ~~restrictions~~: *restriction*.

18 ~~(a) Limit the sale of medicinal cannabis to delivery only.~~

19 ~~(b) Limit the sale of medicinal cannabis to storefront retail sale~~
20 ~~only at one or more licensed retail sale premises within the local~~
21 ~~jurisdiction.~~

22 ~~(c) Exercise any right to regulate adult-use cannabis pursuant~~
23 ~~to Section 26200.~~

24 26304. The California Environmental Quality Act (CEQA)
25 (Division 13 (commencing with Section 21000) of the Public
26 Resources Code) does not apply to any of the following:

27 (a) The repeal of any local ordinance, regulation, or rule
28 prohibiting the operation of medicinal cannabis businesses.

29 (b) The adoption of any local ordinance, regulation, or rule
30 providing for discretionary review and approval of any local
31 permits, licenses, or other local authorizations, consistent with
32 Sections 26302 and 26303, to engage in retail sales of medicinal
33 cannabis or medicinal cannabis products conducted by businesses
34 engaged in delivery from premises within the local jurisdiction,
35 or by storefront retailers within the local jurisdiction, or both, on
36 the condition that the discretionary review provided for by that
37 local ordinance, regulation, or rule includes any applicable
38 environmental review required by CEQA.

1 (c) The adoption of any local ordinance, regulation, or rule
 2 otherwise establishing a local jurisdiction's compliance with this
 3 chapter.

4 26305. (a) This chapter may be enforced by an action brought
 5 pursuant to Chapter 2 (commencing with Section 1084) of Title 1
 6 of Part 3 of the Code of Civil Procedure by any of the following
 7 parties, who shall be beneficially interested within the meaning of
 8 Section 1086 of the Code of Civil Procedure:

9 (1) A medicinal cannabis patient or their primary caregiver who
 10 seeks to purchase medicinal cannabis or medicinal cannabis
 11 products within the local jurisdiction.

12 (2) A medicinal cannabis business that seeks to offer medicinal
 13 cannabis for sale within the local jurisdiction.

14 (3) The Attorney General.

15 (4) Any other party otherwise authorized by law.

16 (b) This section shall not be construed to limit the availability
 17 of any other remedy otherwise available to enforce this chapter.
 18 The existence of any other remedy shall not restrict the availability
 19 of relief to enforce this chapter under Chapter 2 (commencing with
 20 Section 1084) of Title 1 of Part 3 of the Code of Civil Procedure.

21 *26306. Nothing in this chapter shall be construed to limit or*
 22 *otherwise affect the ability or right of a local jurisdiction to*
 23 *regulate adult-use cannabis pursuant to Section 26200.*

24 ~~26306.~~

25 26307. This chapter addresses a matter of statewide concern
 26 and not a municipal affair, as that term is used in Section 5 of
 27 Article XI of the California Constitution.

28 SEC. 3. If the Commission on State Mandates determines that
 29 this act contains costs mandated by the state, reimbursement to
 30 local agencies and school districts for those costs shall be made
 31 pursuant to Part 7 (commencing with Section 17500) of Division
 32 4 of Title 2 of the Government Code.

O



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Ryan Coonerty, Third District Supervisor
(831) 454-2200

Subject: Opposition to Senate Bill 886--CEQA Exemption for University Housing

Meeting Date: April 12, 2022

Recommended Action(s):

Direct the Chair of the Board to send a letter to the legislative sponsor opposing the passage of Senate Bill 886 which would exempt University of California on-campus housing developments from complying with the California Environmental Quality Act (CEQA), and direct the Chair to share the letter with Senator Laird, Assemblymember Stone, the Senate Environmental Quality Committee, and Santa Cruz City Councilmembers.

Executive Summary:

Senate Bill 886 (Wiener) would exempt University of California on-campus housing developments from complying with CEQA. Although it provides limited exceptions, the bill essentially removes the requirement that the University of California ensure that the environmental protections contained in CEQA be met. SB 886 represents an overreaction that will potentially have severe environmental consequences both on the UCSC campus and in the greater Santa Cruz community.

Background:

As Board members are aware, state law requires University of California campuses to periodically adopt a Long-Range Development Plan (LRDP). Similar to local general plans, LRDPs project campus growth and identify the facilities needed to support that growth. LRDPs are subject to CEQA, and Environmental Impact Reports (EIRs) must be prepared to analyze the potentially significant impacts of proposed LRDP development, consider alternatives, and mitigate significant adverse impacts to the extent feasible. If substantial changes are made to the projections in an LRDP, the LRDP must be amended and a new environmental document prepared.

The University of California, Berkeley (UCB) certified an EIR and adopted an LRDP for the campus in the early 2000s. Subsequently, campus enrollment exceeded the LRDP's projected enrollment numbers by several thousand students. The University, however, did not amend its LRDP. UCB was sued and the court determined that student enrollment could not exceed the projections in the adopted LRDP without the approval of an EIR that analyzed the impacts of this additional growth. UCB prepared an EIR that contained the required analysis, but the court found it to be inadequate. As a remedy the judge required UCB to freeze student enrollment at the 2020-21 level. This decision was sustained at the Appellate Court level.

UCB, without regard to their legal exposure, sent out acceptance letters to students prior to the final decision freezing enrollment and, therefore, many families throughout California would have been badly hurt by the court decision. The Legislature and the Governor responded by quickly adopting SB 118. This bill delayed for 18 months the freezing of student enrollment as a remedy for an inadequate EIR during which a revised EIR would be adopted.

The UCB experience is not directly related to SB 886, but it is relevant because it created the political context in which SB 886 was proposed.

Analysis:

Is the criticism that litigation under CEQA has unnecessarily delayed or prevented on campus housing for students justified?

In fact, there is no evidence that CEQA litigation has played a significant role in preventing the development of University-provided student housing, especially at UCSC.

For example, a report released by the Rose Foundation in late 2021 documented the following:

“The rate of litigation for challenges to projects alleging noncompliance with CEQA is also very low, with lawsuits filed for 2 out of every 100 projects. The estimated rate of litigation for all CEQA projects requiring an Environmental Impact Report, a Mitigated Negative Declaration or a Negative Declaration was 2.0 percent for the seven-year period from 2013 to 2019. This rate is consistent with the findings of earlier studies, and far lower than some press reports imply.” (The full report can be accessed at: <https://rosefdn.org/ceqas-role-in-housing-environmental-justice-climate-change/>)

At UCSC, since 1985 over 9 student housing developments have been approved with EIRs and 4 approved with Negative Declarations. Only one of the EIRs has been legally challenged (see attached list). While data is not available regarding student housing projects on other UC campuses, there has been no evidence provided of widespread CEQA litigation of proposed student housing.

While this Board strongly supports UCSC constructing on-campus student housing and, in fact, has challenged the adequacy of the EIR on the 2021 LRDP for not meaningfully committing to providing such housing for its proposed enrollment growth, this does not mean that the environmental protections provided by CEQA to both the campus and our community should be lost.

Student housing developments are necessary and desirable, but their potentially significant environmental impacts need to be analyzed and mitigated to the extent feasible. For example, runoff from UCSC developments could impact the City’s water supply. Increases in traffic will impact air quality as well as Vehicle Miles Traveled (VMT). Without analysis, projects could have significant unmitigated wildfire, energy and/or climate change effects. At UC Santa Barbara a massive student housing project is proposed with no windows or outdoor space. Without an EIR, such a development could be approved to please a wealthy donor without consideration of the project’s

effects on the health of the students. Moreover, CEQA allows for public input from students, faculty, staff as well as the broader community to ensure that projects are not driven simply based on the University's economic calculations.

Over the decades, CEQA has been a valuable tool to protect important environmental resources on and off campus and to mitigate potentially significant impacts of campus developments without delaying the implementation of student housing through litigation. Without justification, SB 886 would reduce, if not eliminate, these protections. SB 886 represents an unfortunate example of throwing the baby out with the bathwater.

I would prefer that instead of removing environmental protections that the Legislature spend its time and historic budget surplus building thousands of necessary student housing units to meet the needs of the next generation of Californians while reducing impacts on the community's housing supply.

There is no contradiction in supporting the construction of additional on-campus student housing while recognizing that environmental protections provided by CEQA should not be sacrificed. Therefore, I think it is important to oppose SB 886 and urge the legislature to fund significantly more university student housing.

Financial Impact

None

Strategic Plan Element(s)

1A: Comprehensive Health and Safety: Health Equity

2B: Attainable Housing: Community Development

4B, 4C, 4D: Sustainable Environment: Natural Resources, Local Conservation, Climate Change

Submitted by:

Ryan Coonerty, Third District Supervisor

Attachments:

- a Senate Bill 886
- b UCSC On-Campus Housing Projects

AMENDED IN SENATE MARCH 21, 2022

AMENDED IN SENATE FEBRUARY 22, 2022

SENATE BILL

No. 886

Introduced by Senator Wiener

(Coauthor: Senator Hueso)

~~(Coauthor: Assembly Member Robert Rivas)~~

~~(Coauthors: Assembly Members Medina, Mullin, and Robert Rivas)~~

January 27, 2022

An act to add Section 21080.58 to the Public Resources Code, relating to environmental quality.

LEGISLATIVE COUNSEL'S DIGEST

SB 886, as amended, Wiener. California Environmental Quality Act: exemption: public universities: *university housing development* projects.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect.

This bill would exempt from CEQA ~~a student housing project, as defined, or a faculty and staff housing~~ *university housing development* project, as defined, carried out by a public university, as defined, on real property owned by the public university if the project meets certain requirements and the project is not located, in whole or in part, on certain sites, including a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway as determined by the Federal Emergency Management Agency, as provided. The bill, with respect to a site that is within a

special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway, would prohibit a local government from denying an application on the basis that a public university did not comply with any additional permit requirement, standard, or action adopted by that local government applicable to the site if the public university is able to satisfy all applicable federal qualifying criteria in order to demonstrate that the site meets these criteria and is otherwise eligible to be exempt from CEQA pursuant to the above requirements. By imposing additional duties on local governments, this bill would impose a state-mandated local program. The bill would provide that a ~~student housing project or a faculty and staff housing~~ *university housing development* project is not exempt from CEQA if, among other things, the project would require the demolition of specified housing or a historic structure that is listed on a national, state, or local historic register.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 21080.58 is added to the Public Resources
- 2 Code, to read:
- 3 21080.58. (a) For purposes of this section, the following
- 4 definitions apply:
- 5 (1) “Faculty and staff housing project” means one or more
- 6 housing facilities to be occupied by faculty or staff of one or more
- 7 campuses, and owned by a public university, including dining,
- 8 academic, and faculty and staff support service spaces and other
- 9 necessary and usual attendant and related facilities and equipment.
- 10 (2) “Public university” means the University of California, the
- 11 California State University, or the California Community Colleges.
- 12 (3) “Skilled and trained workforce” has the same meaning as
- 13 in Chapter 2.9 (commencing with Section 2600) of Part 1 of
- 14 Division 2 of the Public Contract Code.

1 (4) “*Student housing project*” means one or more housing
 2 facilities to be occupied by students of one or more campuses and
 3 owned by a public university, including dining, academic and
 4 student support service spaces, and other necessary and usual
 5 attendant and related facilities and equipment.

6 ~~(2) “Project”~~

7 (5) “*University housing development project*” or “*project*”
 8 means a student housing project or a faculty and staff housing
 9 project that is not located, in whole or in part, on a site that is any
 10 of the following:

11 (A) Either prime farmland or farmland of statewide importance,
 12 as defined pursuant to United States Department of Agriculture
 13 land inventory and monitoring criteria, as modified for California,
 14 and designated on the maps prepared by the Farmland Mapping
 15 and Monitoring Program of the Department of Conservation, or
 16 land zoned or designated for agricultural protection or preservation
 17 by a local ballot measure that was approved by the voters of that
 18 jurisdiction.

19 (B) Wetlands, as defined in the United States Fish and Wildlife
 20 Service Manual, Part 660 FW 2 (June 21, 1993).

21 (C) Within a very high fire hazard severity zone, as determined
 22 by the State Fire Marshal pursuant to Section 51178 of the
 23 Government Code, or within a high or very high fire hazard
 24 severity zone as indicated on maps adopted by the State Fire
 25 Marshal pursuant to Section 4202. This subparagraph does not
 26 apply to sites excluded from the specified fire hazard severity
 27 zones by a local agency, pursuant to subdivision (b) of Section
 28 51179 of the Government Code, or sites that have adopted fire
 29 hazard mitigation measures pursuant to existing building standards
 30 or state fire mitigation measures applicable to the project.

31 (D) Either a hazardous waste site listed pursuant to Section
 32 65962.5 of the Government Code or a hazardous substances release
 33 site designated by the Department of Toxic Substances Control
 34 pursuant to Section 25356 of the Health and Safety Code, unless
 35 the State Department of Public Health, State Water Resources
 36 Control Board, or Department of Toxic Substances Control has
 37 cleared the site for residential use or residential mixed uses.

38 (E) Within a delineated earthquake fault zone as determined by
 39 the State Geologist in any official maps published by the State
 40 Geologist, unless the project complies with applicable seismic

1 protection building code standards adopted by the California
 2 Building Standards Commission under the California Building
 3 Standards Law (Part 2.5 (commencing with Section 18901) of
 4 Division 13 of the Health and Safety Code), and by any local
 5 building department under Chapter 12.2 (commencing with Section
 6 8875) of Division 1 of Title 2 of the Government Code.

7 (F) Within a special flood hazard area subject to inundation by
 8 a 1 percent annual chance flood (100-year flood) as determined
 9 by the Federal Emergency Management Agency in any official
 10 maps published by the Federal Emergency Management Agency.
 11 If a public university is able to satisfy all applicable federal
 12 qualifying criteria in order to demonstrate that the site satisfies
 13 this subparagraph and is otherwise eligible to be exempt from this
 14 division pursuant to this section, a local government shall not deny
 15 an application on the basis that the public university did not comply
 16 with any additional permit requirement, standard, or action adopted
 17 by that local government that is applicable to that site. A project
 18 may be located on a site described in this subparagraph if either
 19 of the following are met:

20 (i) The site has been subject to a Letter of Map Revision
 21 prepared by the Federal Emergency Management Agency and
 22 issued to the local government.

23 (ii) The site meets Federal Emergency Management Agency
 24 requirements necessary to meet minimum flood plain management
 25 criteria of the National Flood Insurance Program pursuant to Part
 26 59 (commencing with Section 59.1) and Part 60 (commencing
 27 with Section 60.1) of Subchapter B of Chapter I of Title 44 of the
 28 Code of Federal Regulations.

29 (G) Within a regulatory floodway as determined by the Federal
 30 Emergency Management Agency in any official maps published
 31 by the Federal Emergency Management Agency, unless the project
 32 has received a no-rise certification in accordance with Section
 33 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a
 34 public university is able to satisfy all applicable federal qualifying
 35 criteria in order to demonstrate that the site satisfies this
 36 subparagraph and is otherwise eligible to be exempt from this
 37 division pursuant to this section, a local government shall not deny
 38 an application on the basis that the public university did not comply
 39 with any additional permit requirement, standard, or action adopted
 40 by that local government that is applicable to that site.

1 (H) Lands identified for conservation in an adopted natural
 2 community conservation plan pursuant to the Natural Community
 3 Conservation Planning Act (Chapter 10 (commencing with Section
 4 2800) of Division 3 of the Fish and Game Code), habitat
 5 conservation plan pursuant to the federal Endangered Species Act
 6 of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural
 7 resource protection plan.

8 (I) Habitat for protected species identified as candidate,
 9 sensitive, or species of special status by a state or federal agency,
 10 fully protected species, or species protected by the federal
 11 Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.),
 12 the California Endangered Species Act (Chapter 1.5 (commencing
 13 with Section 2050) of Division 3 of the Fish and Game Code), or
 14 the Native Plant Protection Act (Chapter 10 (commencing with
 15 Section 1900) of Division 2 of the Fish and Game Code).

16 (J) Lands under conservation easement.

17 ~~(3) “Public university” means the University of California, the~~
 18 ~~California State University, or the California Community Colleges.~~

19 ~~(4) “Skilled and trained workforce” has the same meaning as~~
 20 ~~in Chapter 2.9 (commencing with Section 2600) of Part 1 of~~
 21 ~~Division 2 of the Public Contract Code.~~

22 ~~(5) “Student housing project” means one or more housing~~
 23 ~~facilities to be occupied by students of one or more campuses and~~
 24 ~~owned by a public university, including dining, academic and~~
 25 ~~student support service spaces, and other necessary and usual~~
 26 ~~attendant and related facilities and equipment.~~

27 (b) Except as provided in subdivision (c), this division does not
 28 apply to a *university housing development* project carried out by
 29 a public university on real property owned by the public university
 30 that meets all of the following requirements:

31 (1) All contractors and subcontractors at every tier on the project
 32 will be required to pay prevailing wages in accordance with
 33 Chapter 1 (commencing with Section 1720) of Part 7 of Division
 34 2 of the Labor Code.

35 (2) (A) An entity shall not be prequalified or shortlisted or
 36 awarded a contract to perform work on the project unless the entity
 37 provides an enforceable commitment to the public university that
 38 the entity and its contractors and subcontractors at every tier will
 39 use a skilled and trained workforce to perform all work on the
 40 project that falls within an apprenticeable occupation in the

1 building and construction trades, in accordance with Chapter 2.9
 2 (commencing with Section 2600) of Part 1 of Division 2 of the
 3 Public Contract Code.

4 (B) This paragraph does not apply if any of the following
 5 requirements are met:

6 (i) The public university has entered into a project labor
 7 agreement that will bind all contractors and subcontractors at every
 8 tier performing work on the project to use a skilled and trained
 9 workforce, and the entity agrees to be bound by that project labor
 10 agreement.

11 (ii) The project is being performed under the extension or
 12 renewal of a project labor agreement that was entered into by the
 13 public university before January 1, 2023.

14 (iii) The entity has entered into a project labor agreement that
 15 will bind the entity and all of its contractors and subcontractors at
 16 every tier performing the project to use a skilled and trained
 17 workforce.

18 (3) The lead agency files a notice of exemption with the Office
 19 of Planning and Research pursuant to subdivisions (b) to (d),
 20 inclusive, of Section 21108.

21 (c) The exemption from this division provided by subdivision
 22 (b) does not apply to a *university housing development* project that
 23 meets any of the following criteria:

24 (1) The project would require the demolition of any of the
 25 following:

26 (A) Housing that is subject to a recorded covenant, ordinance,
 27 or law that restricts rents to levels affordable to persons and
 28 families of moderate, low, or very low income.

29 (B) Housing that is subject to any form of rent or price control
 30 through a public entity's valid exercise of its police power.

31 (C) Housing that has been occupied by tenants within the past
 32 10 years.

33 (D) A historic structure that is listed on a national, state, or local
 34 historic register.

35 (2) The project is located on a site that was previously used for
 36 housing that was occupied by tenants and was demolished within
 37 10 years before the public university submits an application under
 38 this section.

39 (3) The project is located on a site that contains housing units
 40 that are occupied by tenants and the housing units are offered for

1 sale, or were subsequently offered for sale, to the general public
2 by a subdivider or subsequent owner of the site.
3 SEC. 2. No reimbursement is required by this act pursuant to
4 Section 6 of Article XIII B of the California Constitution because
5 a local agency or school district has the authority to levy service
6 charges, fees, or assessments sufficient to pay for the program or
7 level of service mandated by this act, within the meaning of Section
8 17556 of the Government Code.

O

UCSC ON-CAMPUS HOUSING PROJECTS

EIRS:

COLLEGE 8 / UC SANTA CRUZ CAMPUS EIR	5/26/1987
OAKES COLLEGE HOUSING ADDITION/UC EIR	3/11/1987
UC SANTA CRUZ COLLEGES NINE AND TEN EIR	2/13/1990
FACULTY HOUSING ADDITION EIR	12/4/1990
MODULAR HOUSING RELOCATION EIR	2/4/2000
COLLEGE INFILL APARTMENTS	3/23/2001
RANCH VIEW TERRACE EIR	1/26/2004
EAST CAMPUS INFILL HOUSING EIR	3/20/2009
KRESGE COLLEGE RENEWAL & EXPANSION EIR	11/14/2018
STUDENT HOUSING WEST EIRS	2018

NEGATIVE DECLARATIONS:

FACULTY FOR-SALE HOUSING	8/27/1984
CROWN COLLEGE HOUSING ADDITION	4/3/1985
GRADUATE STUDENT HOUSING	6/3/1985
KRESGE COLLEGE ADDITIONAL HOUSING	7/26/1986
OAKES COLLEGE HOUSING ADDITION	7/31/1986



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Ryan Coonerty, Third District Supervisor, Zach Friend, Second District Supervisor
(831) 454-2200

Subject: Resolution Condemning Antisemitism

Meeting Date: April 12, 2022

Recommended Action:

Adopt resolution condemning antisemitism and expressing our solidarity with the Jewish people in our community, in the United States, and around the globe.

Executive Summary

Antisemitism is a growing threat around the world. Communities from Colleyville, Texas to Santa Cruz County have witnessed troubling incidents of antisemitism this year. Members of our Jewish community are fearful of the current uptick in hateful incidents and rhetoric. As such we believe the Board of Supervisors should strongly condemn all forms of discrimination and hate, including antisemitism.

Background

Antisemitism is a form of hate faced by Jews simply because they are Jewish, often involving the use of stereotypes, tropes, and myths. According to a study released in October by the American Jewish Committee, nearly one in four Jewish Americans said they experienced antisemitism in the past year. The Federal Bureau of Investigation has stated that more than 50 percent of religious-based hate crimes in 2020 targeted Jewish Americans, who make up no more than 2 percent of the U.S. population.

According to the Anti-Defamation League, 2,024 antisemitic incidents were reported nationwide in 2020 - the third highest year on record - and 289 incidents occurred in California. In the past month, the college campuses of UC Santa Cruz and Cabrillo College's Watsonville campus have both experienced acts of antisemitic vandalism.

These issues extend well beyond Santa Cruz County. On January 15, 2022, in Colleyville, Texas, a man with a gun entered Congregation Beth Israel during services and took three congregants and a rabbi as hostages. Other recent antisemitic incidents have included fliers at Santa Monica elementary schools linking Jewish people to the COVID-19 pandemic and the anti-vaccine movement and, in Santa Rosa, vandalism of a Holocaust Memorial statue. Last year in Los Angeles, two Jewish diners were assaulted outside a restaurant after the assailants asked who among the diners was Jewish.

Analysis

The Santa Cruz community is home to a number of storied Jewish organizations and institutions. Jewish neighbors in our own community are fearful of the current uptick in

antisemitic incidents and hateful rhetoric. Our community draws strength from its diverse population, including many who self-identify as Jewish. The documented increase in antisemitism is troubling and we believe our Board should speak out against all forms of discrimination and hate, including antisemitism.

Submitted by:

Ryan Coonerty, Third District Supervisor, Zach Friend, Second District Supervisor

Attachments:

- a Resolution Condemning Antisemitism

**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 CONDEMNING ANTISEMITISM

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

WHEREAS, according to an Anti-Defamation League report, 2,024 antisemitic incidents were reported nationwide in 2020 – the third highest year on record – and 289 incidents occurred in California, a known undercount as most antisemitic incidents go unreported; and

WHEREAS recent antisemitic incidents in California have included fliers at Santa Monica elementary schools linking Jewish people to the COVID-19 pandemic and the anti-vaccine movement (January 13, 2022), in Santa Rosa, vandalism of a Holocaust Memorial statue (January 7th, 2022), and in Los Angeles, two Jewish diners being assaulted outside a restaurant after the assailants asked who was Jewish (May 18, 2021); and

WHEREAS, according to the Federal Bureau of Investigation, more than 50 percent of religious-biased hate crimes in 2020 targeted Jewish Americans, who comprise less than two percent of the U.S. population; and

WHEREAS, nearly one in four Jewish Americans said they experienced antisemitism in the past year according to a study released on October 25, 2021, by the American Jewish Committee; and

WHEREAS, in the past month, the college campuses of UC Santa Cruz and Cabrillo College's Watsonville campus, as well as local high school campuses, have all experienced hate crimes, including acts of antisemitic vandalism; and

WHEREAS, antisemitism, like racism, remains a serious danger for Jewish people, consisting of centuries-old bigotry and hate directed toward Jews simply because they are Jewish, often involving the use of stereotypes, tropes, and myths; and

WHEREAS, the Santa Cruz community is home to a number of storied Jewish organizations and institutions; and

WHEREAS, the recent rise in antisemitic incidents and hateful rhetoric has left our Jewish neighbors feeling fearful and we must work together to create community centered solutions that stop the violence in all communities; and

WHEREAS, the County of Santa Cruz has a duty to speak out against all forms of discrimination and hate, and draws its strength from its diverse population, many of which self-identify as Jewish;

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of Supervisors calls on all residents and leaders to join in condemning antisemitism in all forms and renewing our commitment to speak out against such attacks, defend and protect those targeted, and seek justice and accountability against those who commit hate crimes against Jewish members of our community; and

BE IT FURTHER RESOLVED that the County of Santa Cruz denounces hate crimes, hateful rhetoric, and hateful acts against Jewish people, and works to ensure that Jewish community members and visitors feel safe and welcome.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ___day of April 2022, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Chair of the Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

Office of the County Counsel 3/28/22

Attachment: Resolution Condemning Antisemitism [Revision 2] (12428 : Resolution Condemning Antisemitism)



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Board of Supervisors: Administration
(831) 454-2200

Subject: At-Large Appointment to the Emergency Medical Care
Commission (Representing Ambulance Services)

Meeting Date: April 12, 2022

Recommended Action(s):

Approve appointment of Gregory Benson to the Emergency Medical Care Commission, as the at-large representative of Ambulance Services, in accordance with County Code Section 2.52.030.

Executive Summary

Approve appointment to fill an at-large Ambulance Services representative position for the Emergency Medical Care Commission.

Background

Attached is a letter from Michael Esslinger, Regional Director of AMR Santa Cruz County, recommending the appointment of Gregory Benson to the Emergency Medical Care Commission as the at-large representative of Ambulance Services. Therefore, in accordance with County Code Section 2.52.030, I recommend the appointment of Gregory Benson to the Emergency Medical Care Commission for a term to expire April 1, 2023.

Submitted by:

Manu Koenig, Chair, Board of Supervisors

Attachments:

- a Letter of AMR Santa Cruz County - Gregory Benson Appointment

Date: March 11, 2022

To: Brenda V. Brenner | Emergency Medical Services Director
Santa Cruz County Health Services Agency
1800 Green Hills Rd.
Scotts Valley, CA 95066

Re: Emergency Medical Care Committee Appointment

Dear Ms. Brenner:

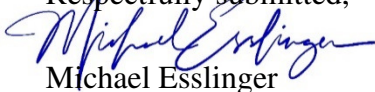
On behalf of American Medical Response, I would like to provide our formal recommendations for member appointments to the Santa Cruz County Emergency Medical Care Committee.

We would like to provide our recommendation and endorsement of Gregory Benson, Operations Manager for American Medical Response as the 911 EOA Ambulance Provider Representative. Greg's foundation in EMS, paired with a vast exposure to numerous branches of healthcare disciplines give him a unique advantage to represent our organization. Please give Greg your consideration for this opportunity and our endorsement. I am confident he will be a great asset and utilize the knowledge gained to benefit those he serves in the EMS community.

I would like to be appointed as Greg's back-up representative to the EMCC Committee. I feel I will be able to serve in his absence and continue to contribute to this important committee. I sincerely appreciate the opportunity.

If you have any issues or require further elaboration, I can be reached via phone at (831) 718-9561 or at my email address, Michael.Esslinger@amr.net. Thank you.

Respectfully submitted,



Michael Esslinger

Regional Director of Operations
Monterey, Santa Cruz and San Benito Counties
(831) 718-9561
Michael.Esslinger@amr.net



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Board of Supervisors: Administration
(831) 454-2200

Subject: Reappointments of Alternate County Representatives to
Groundwater Management Agencies

Meeting Date: April 12, 2022

Recommended Action(s):

1. Approve reappointment of J.M. Brown as the Alternate Director representing the County on the Santa Margarita Groundwater Agency; and
2. Approve reappointment of Allyson Violante as the Alternate Director representing the County on the Santa Cruz Mid-County Groundwater Agency.

Executive Summary

The County has two seats on the boards of each of both the Santa Margarita Groundwater Agency and the Santa Cruz Mid-County Groundwater Agency. Our Board appointed the two Supervisors whose districts overlap each of the groundwater basins to serve on the respective boards. Pursuant to the Joint Power Agreements, the County also has one alternate that can serve on the board in the absence of one or both of the County board members. It is appropriate to reappoint the Alternate Directors at this time.

Background

On February 23, 2016, our Board approved a Joint Powers Agreement (JPA) with the City of Santa Cruz, Soquel Creek Water District, and Central Water District to form the Santa Cruz Mid-County Groundwater Agency (MGA), pursuant to the Sustainable Groundwater Management Act of 2014. On May 23, 2017, our Board approved a JPA with the Scotts Valley Water District and San Lorenzo Valley Water District to form the Santa Margarita Groundwater Agency (SMGWA).

On October 24, 2017, the County of Santa Cruz appointed Allyson Violante as the Alternate Director to represent the County of Santa Cruz on the Santa Cruz Mid-County Groundwater Agency, and on June 26, 2018, the County of Santa Cruz appointed J.M. Brown as the Alternate Director to represent the County on the Santa Margarita Groundwater Agency. At the time of these appointments, term limits for Alternate Directors were not specified.

Analysis

In August 2021 this Board approved the First Amended MGA JPA, incorporating minor changes and useful and necessary improvements to the original JPA. Included in those revisions is that appointments no longer need to be made by resolution and terms of appointment are now set by member agencies. Currently the Board of Supervisors

makes annual Director appointments to these agencies but has not done so for the alternates. To be in line with the annual appointments of Directors, it is appropriate at this time for J.M. Brown and Allyson Violante to be reappointed to these agencies and, going forward, future reappointments of alternates shall be made at the same time as the annual Board member appointments.

Financial Impact

None

Strategic Plan Element(s):

4.B. Sustainable Environment: Natural Resources

Submitted by:

Manu Koenig, Chair, Board of Supervisors



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Office of Response, Recovery & Resilience

Subject: Adopt Resolution extending for sixty (60) days the proclamation of a Local Emergency

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Adopt resolution extending for 60 days the County Administrative Officer's proclamation of a Local Emergency, dated December 21, 2021, related to the Atmospheric River Storm event on December 13, 2021.
- 2) Direct the Director of the Office of Response, Recovery and Resilience to report back to the Board on the need for continuing the local emergency no later than the date coinciding with the expiration of the extension, until the emergency has passed.

Executive Summary

The December 13, 2021 Atmospheric River storm event resulted in significant damage to our local road network, sustained lane and road closures, and emergency repairs to address immediate safety concerns. This item extends the existing proclamation of a local emergency which was first extended by the Board on February 15, 2022.

Background

Santa Cruz County experienced substantial rains, characterized by the National Weather Service as an "atmospheric river winter storm", during the week of December 13, 2021.

Analysis

As a result of the storms, the County experienced significant flooding and damage to our County maintained road network and property, including, but not limited to failure of Lodge Road, damage to Miller Cut Off, Granite Creek Road, Valencia Road, Casserly Road, Highland Way, Soquel San Jose Road, Mt. Charlie Road, Alta Via, Bean Creek and Two Bar Road, the post-fire debris flow event in Foreman Creek, as well as other damage related to the Atmospheric River Winter Storm that has yet to be identified. Resident and responder accessibility has also been impeded, with roads closed due to fallen trees, power lines, debris flows, landslides, slip outs, and stormwater infrastructure damage.

Damage estimates for this event was initially estimated at \$2,377,000; upon further investigation, review and refinement there are now 16 locations that sustained damage with a total estimated repair cost of \$5,215,000. The Department of Public Works is working with the Governor's Office of Emergency Services, CalOES, to access

California Disaster Assistance Act (CDAA) funding to support the repair costs from this storm event.

Financial Impact

The County Department of Public Works continues to use all available discretionary financial resources to repair storm sites from the 2017 winter storm events. These new storm damage sites and the estimated repair costs do not currently have a funding source for repair. California Disaster Assistance Act funding will be critical to the repair of these location in a timely fashion.

Strategic Plan Element(s)

[Identify which focus area and goal(s) are being addressed by the item before the Board and answer the question - How does this agenda item work towards the selected goal(s)?]

Submitted by:

Carlos J. Palacios, County Administrative Officer

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a BOS_Resolution_DisasterDeclaration_EXTENSION

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.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CRUZ EXTENDING THE PROCLAMATION OF A LOCAL
EMERGENCY RELATED TO THE 2021 DECEMBER ATMOSPHERIC RIVER STORM
EVENT

WHEREAS, on December 13, 2021, the County of Santa Cruz experienced a major rain event (the “Atmospheric River Winter Storm”); and

WHEREAS, as a result of the Atmospheric River Winter Storm, Lodge Road in Boulder Creek, California, experienced a major earth slippage, destroying a portion of the roadway and rendering it impassible; and

WHEREAS, as a result of the Atmospheric River Winter Storm, Miller Cutoff, Valencia Road, Casserly Road, Highland Way and Two Bar Road experienced storm related damage and road failures; and

WHEREAS, as a result of the Atmospheric River Winter Storm, the County had a post-fire debris flow event in Foreman Creek in Boulder Creek, California; and

WHEREAS, on December 21, 2021, the County Administrative Officer as the Director of Emergency Services proclaimed a local emergency; and

WHEREAS, on December 28, 2021, the Board of Supervisors ratified the proclamation of the local emergency and extended it through the date the Board declares it to be terminated; and

WHEREAS, on February 15, 2022, the Board of Supervisors extended the proclamation of the local emergency for 60 days; and

WHEREAS, under Government Code section 8680.9, a governing body is required to review the need for continuing a local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, soil conditions in the County of Santa Cruz remain saturated as a result of the Atmospheric River Winter Storm, increasing the likelihood of further damage from earth slippage events, including the potential for additional post-wildfire debris flows in areas damaged by the CZU August Lightning Complex Fires in 2020;

NOW, THEREFORE, the Board of Supervisors of the County of Santa Cruz resolves and orders that the local emergency related to the December Atmospheric River Storm event is extended for 60 days from the date of this resolution, unless extended by further resolution or earlier terminated by the Board of Supervisors.

BE IT FURTHER RESOLVED AND ORDERED that the conditions caused by the Atmospheric River Winter Storm in the County of Santa Cruz, including but not limited to failure of Lodge Road, damage to Miller Cutoff, Granite Creek Road, Valencia School Road, Casserly Road, Highland Way, and Two Bar Road, the debris flow event in Foreman Creek, as well as other damage related to the Atmospheric River Winter Storm that has yet to be identified, constitute conditions of disaster and extreme peril to the safety of persons, their property and public services, and that such conditions have existed since approximately 12:00 AM on December 14, 2021.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ____ day of _____, 2022 by the following vote:

AYES:
NOES:
ABSENT:

MANU KOENIG
Chair of the Board of Supervisors

ATTEST:

STEPHANIE CABRERA
Clerk of said Board

APPROVED AS TO FORM:

JASON M. HEATH (Approved 3/24 AMS #12464)
County Counsel

Attachment: BOS_Resolution_DisasterDeclaration_EXTENSION [Revision 1] (12464 : Adopt Resolution extending for sixty (60) days the

Distribution: Board of Supervisors
Governor Newsom
Santa Cruz County Sheriff-Coroner
Santa Cruz County Office of Response, Recovery and Resilience
Emergency Consolidated Communications Center
Congressmember Jimmy Panetta
Congressmember Anna Eshoo
Senator John Laird
Assemblymember Mark Stone
Assemblymember Robert Rivas
California Office of Emergency Services
City of Santa Cruz Emergency Services Coordinator
City of Capitola Emergency Services Coordinator
City of Scotts Valley Emergency Services Coordinator
City of Watsonville Emergency Services Coordinator
County Counsel
Public Works



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Probation Department

(831) 454-3800

Subject: Request for Proposal for Juvenile Community-Based Services

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Authorize the General Services Department to release a Request for Proposal (RFP) in the amount of \$300,000 for Juvenile Probation community-based prevention, intervention and engagement services; and
- 2) Direct the Chief Probation Officer to return on or before June 28, 2022 with the selected vendors, services, funding recommendations, and service agreements for Fiscal Year (FY) 2022-23.

Executive Summary

The Probation Department is seeking authorization to issue a Request for Proposal to provide evidence-based prevention, intervention, and family engagement services that address the needs of the Juvenile population and at-risk/at-promise youth in order to reduce recidivism, increase public safety, and collectively contribute to creating healthier communities.

Background

In 2018, the Probation Department released the first Juvenile RFP to secure community-based prevention and intervention services to address emerging needs of youth, young people and their families. The 2018 RFP is a four-year funding cycle which ends June 30, 2022. The Probation Department requests to release another round of competitive funding to solicit and secure services for a new four-year funding cycle starting with FY 2022-23 continuing through FY 2025-26.

All service agreements will be single year agreements with three one-year renewable terms based upon utilization and progress towards meeting contracted outcomes. A key component to the single year agreements under the four-year funding cycle is the ability to re-evaluate and adjust services annually based upon the youths' assessed needs and vendor's performance towards making changes, impact and meeting outcomes. This adaptability and flexibility served the division and the individuals we serve well during the COVID-19 pandemic as many needs shifted and/or new needs emerged. Vendors were able to adjust services to remote delivery, tele-health, zoom classes, one-one-one (1:1) workbook sessions, etc. We value the adaptability of our community-based organizations.

Analysis

Community-based prevention and intervention services are cost-effective tools aimed to reduce recidivism and reduce the reliance on detention and custody. The Probation Department reviewed research and data on assessed risk and needs, local changing demographics of the juvenile population, violations, and prior service utilization and outcomes to guide the development of the RFP. In addition to research, Probation incorporated voiced needs from youth and family surveys and worked closely with Probation Officers to identify supports and services needed to maximize a youth's potential to be successful on probation. The RFP also includes and addresses strategies and key steps focusing on equity and supports several of Probation's Operational Plan Objectives.

The service delivery model will include a network of multiple community-based organizations that provide an array of services to address the individual and family needs and factors linked to recidivism. The goal is to provide evidence-based program services in the following areas:

- Prevention services to increase public safety and deter youth from becoming criminal justice involved;
- Intervention services to reduce overall recidivism rates through a collective impact strategy; and
- Family Engagement services to increase and support family involvement.

The model includes the delivery of services for Probation's Luna Evening Center and community-based services; including the youth's natural settings such as school and home environments. The model allows for individualized services and case plans based upon the assessed needs and strengths of the individual youth and their natural supports.

Approximate funding amounts for the requested service areas are projected by using needs assessment data and prior service utilization patterns. Funding allocations in each service area is not absolute, but rather a guideline for funding applicants. Below is a chart of the service areas and approximate funding levels.

Service Area 1	Service Area 2	Service Area 3
Services that address Thinking, Behavior and Identity; Life Skills; and/or Pro-Social Activities	Services that address Re-Entry Support, Community Support and Transition Planning; Navigation; and/or Family Engagement and Increased Family Involvement	Services that address Supporting Education and/or Employment
\$100,000	\$110,000 (103,000 services + 7,000 set aside for emergency supportive and stabilizing services)	\$90,000

Pending the Board's approval, the Probation Department anticipates release of the RFP on April 12, 2022, with a submission deadline of May 13, 2022. The RFP review and selection process will include an independent review by a panel of justice system stakeholders and key community leaders. The review panel will convene in May to

review and recommend services.

Probation will return to the Board in June 2022 with the panel's recommendations and service agreements. Services under this RFP will commence July 1, 2022.

Financial Impact

Funding for the services under this RFP comes from Juvenile Probation Funding (JPF) JJ6300 and Juvenile Justice Crime Prevention Act (JJCPA) JJ4800 revenues. The anticipated expense for the services is included in Probation's proposed FY 2022-23 budget under GL Key 574000 / Object 62381 Professional Services and Supplies.

Strategic Plan Element(s)

1.C (Comprehensive Health & Safety: Local Justice) - The RFP funding will support partnerships and professional services that have a collective impact on the reduction in recidivism resulting in overall increased public safety.

Submitted by:

Fernando Giraldo, Chief Probation Officer

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a RFP Juv Probation Community Based Services - 21P3-011



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

Request for Proposal (RFP) #21P3-011

FOR

**Prevention, Intervention, and Young Person and Family Engagement
Community-Based Services for Juvenile Probation**

Optional Pre-Proposal Web Conference

9:00 AM, Pacific Daylight Time, April 27, 2022
(Location and instructions for meeting Contact Person)

Question Deadline

5:00 PM; Pacific Daylight Time, April 29, 2022
Submit questions by email to Contact Person

Submittal Deadline

5:00 PM, Pacific Daylight Time, May 13, 2022
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, Senior Buyer
Email: Shauna.Soldate@santacruzcounty.us
Phone: (831) 454-2526
Fax: (831) 454-2710

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SECTION I. INVITATION

The County of Santa Cruz Probation Department invites sealed proposals to seek to fund qualified young person serving organizations to provide culturally responsive evidence-based Juvenile Delinquency, Prevention, Intervention, and Young Person, Family and School Engagement services that will collectively impact the well-being of justice involved young people and contribute towards a reduction in recidivism, positive development, and school success.

Established in 1850 as one of the state’s original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is “holy cross” in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. The 2020 estimated population of the County of Santa Cruz by the U.S. Census Bureau was 270,861.

The Probation Department will competitively award available funding to young person serving organizations to implement Evidenced-Based Programs or Practices (EBP) that achieve measurable positive outcomes impacting the well-being of justice involved individuals and that contributes to a reduction in recidivism. This RFP solicits proposals for an array of services to address the assessed Risk, Needs, and Responsivity of the local juvenile justice population. The Probation Department seeks to partner with entities that have expertise in delivering a range of prevention, intervention and engagement services to a diverse population under supervision with a specific focus on those who have been assessed by the Probation Department as moderate or high risk to re-offend (based on the *Juvenile Assessment and Intervention System-JAIS*).

Respondents are invited to submit proposals for one or more service area.

<i>Service Area 1</i>	Services that address Re-Entry Support, Community Support and Transition Planning; Navigation; and/or Family Engagement and Increased Family Involvement	\$110,000 (\$103,000 services + \$7,000 set aside for emergency supportive and stabilizing services)
<i>Service Area 2</i>	Services that address Thinking, Behavior and Identity; Life Skills; and/or Pro-Social Activities	\$100,000
<i>Service Area 3</i>	Services that address Supporting Education and/or Employment	\$90,000

Selected Respondents must possess all permits, licenses and professional credentials necessary to provide and perform services as proposed to this RFP. County maintains its right, as it deems necessary, to add or delete services to any contract awarded as a result of this RFP, with a thirty (30) day written notice, to accommodate other County offered programs due to a reduction in County funds. Requests for an increase in services will be negotiated based upon the rates proposed by Respondents through this RFP.

As used herein, “County” refers to the County of Santa Cruz.

1.1 Background

The County’s Juvenile Probation Division is committed to ensuring public safety and healthy communities through the reduction of recidivism by addressing needs and increasing the life skills and competencies of the young people, families and caregivers we serve. The division accomplishes this by adhering to the Principles of Risk, Need and Responsivity which focuses on key supervision strategies including:

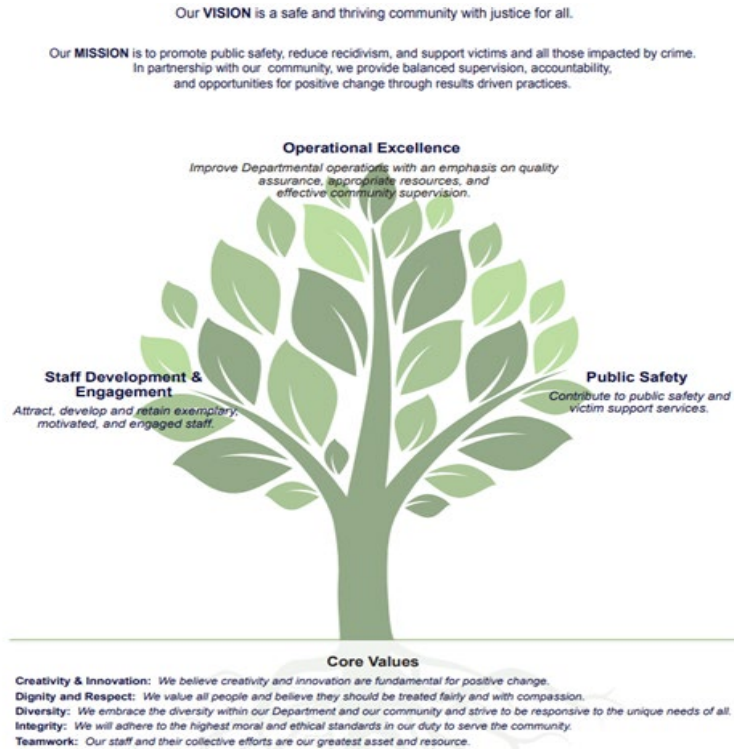
- Evidence-based supervision;
- Increasing and supporting family engagement;
- Decreasing risk factors and increasing protective factors and natural supports;
- Utilizing alternatives to detention; and
- Providing services, interventions and programs that address at-risk behaviors, increase educational attainment and provide equitable opportunities for pro-social interactions and engagement.

The County's Juvenile Probation Division is responsible for the intake, investigation, and pre- and post-adjudication services which includes alternatives to detention, community supervision, and out-of-home and *prevention of* out-of-home placement. Probation is focused on increased efforts to improve family/caregiver and natural support engagement utilizing the Integrated Core Practice Model (ICPM) to increase equitable opportunities for young individuals to be successful under supervision. Efforts include the use of Child and Family Team Meetings (CFTM) both pre- and post-disposition. These efforts (family conferencing, collaboration and partnerships with community-based programs and education, and a shared inter-agency System of Care (SOC)) are greatly enhanced by taking a trauma-informed approach beginning at intake and continuing with case plan development and risk-based supervision.

Probation has strategically and successfully partnered with community stakeholders to support the Juvenile Division's efforts to provide comprehensive and culturally responsive supervision and services that the court, court partners, and community rely on to enhance community safety. A key aspect of this effort is the delivery of evidence-based intervention strategies and services that directly address at-risk needs of the Juvenile population. In partnership with the community, Probation provides balanced supervision, accountability, and opportunities for positive change through results driven practices.

The County of Santa Cruz has developed a four-year strategic plan (2018-2024) with a focus on a healthy, safe and affordable community. This plan establishes a vision, mission, values and focus areas and goals for the County. Probation contributes to the focus area Comprehensive Health & Safety- Local Justice by increasing public safety through practices, partnerships and transformative opportunities that respect victims and reduces recidivism.

The Probation Department also contributes to the County's strategic plan focus area: County Operational Excellence- Customer Experience, County Workforce, County Infrastructure and Continuous Improvements.



The Probation Department has adopted a department strategic plan for a safe and thriving community with justice for all. The mission of the Probation Department is to promote public safety, reduce recidivism, and support victims and all those impacted by crime.

Please visit the [County Probation website here](#) for more information:

The below sections provide a framework of the collaborative initiatives, strategies, partnerships, and data that guide practices and service delivery. It is expected that all respondents align service proposals to work within and enhance this framework.

A. Juvenile Detention Alternatives Initiative (JDAI) Model Site

The County's Probation Department continues to be a model site for the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative (JDAI) since 1999. The initiative seeks to eliminate unnecessary use of secure detention by reducing local reliance on detention using strategies that achieve better outcomes for young people charged with delinquency. The initiative promotes a data-driven, problem-solving approach and tools that are rooted in core strategies that are explicit about racial equity to address overrepresentation of young people of color in the juvenile justice system.

The Department's intentional work to safely reduce the use of unnecessary detention and increase community capacity has a positive impact on the average daily population (ADP) of the Santa Cruz County Juvenile Hall and community public safety. Local Results of JDAI efforts:

- Juvenile Hall ADP down 73% from 1996-2021
- Arrests booked in Juvenile Hall down 29% from 1996-2021
- Felony and misdemeanor offense rates have decreased 89% from 1996 to 2021
- Detention Alternatives utilization up 100+% (2000: 1093 bed days saved- 2021: 5129 bed days saved)
- Reduced disparity among incarcerated young people

For additional information, please visit the Annie E. Casey Foundation website at: [Juvenile Justice - The Annie E. Casey Foundation \(aecf.org\)](http://www.aecf.org)

B. Alternatives to Detention (ATD)

The County's Juvenile Division continues to be a leader in juvenile justice system reform by utilizing alternatives to detention when appropriate. Alternatives to detention provide a means to supervise young people whose cases are pending in juvenile court (Pre-Adjudication) to assure they are supervised in the community without jeopardizing safety and to assure that they make their court appearances. Effective outcomes of ATD include reducing the risk to re-offend and Failure to Appear (FTA). ATD program design aligns with developmental milestones of young people and are accessible to address the needs and characteristics of the population served. Designed and operated on the principle of using the least restrictive alternative available, the ATD goal is to reduce secure detention and not net widen. ATD is a legal status, with varying levels of custody supervision. ATD has a continuum of detention alternatives and degrees of supervision to match risk of detained young individuals.

ATD Public Safety Outcomes 2016 to 2021

- 95% of all young people that were placed in an alternative to detention program made their next court appearance and did not recidivate pending court.

C. Luna Evening Center (LEC)

The Luna Evening Center (LEC) is a partnership between Probation, community-based organizations, and county agencies. The program provides additional support to probation-involved young people who might be struggling with court orders, use of drugs and/or alcohol, and other at-risk behaviors. The LEC provides a structured afterschool environment where young people can examine the thoughts and feelings that affect their decision making and are coached and guided on how to make better choices. LEC is a short-term immediate intervention designed to serve young people while at the same time allowing them to remain in the community. The program serves as an alternative to detention for many young people and is illustrated by the fact that in 2020, nearly 32% of young individuals who attended the program were referred for probation violations or self-referrals. Referrals to LEC for probation violations are important because it provides an option for the young person to avoid being detained in Juvenile Hall. Officers often make the referral in lieu of filing a probation violation.

The LEC operates Monday through Friday from 4:00p.m. to 8:00p.m. Snacks and dinner are provided each evening as part of the program. LEC staff provide transportation to young individuals by picking up each young person at their home. The program is capped at 8 individuals at any given time. Each evening the program is led by probation staff along with staff from County Behavioral Health. There is a weekly schedule of activities, services and vendors. Services at the LEC are aimed at addressing areas of need that are identified through assessments as well as other promising and evidenced-based practices.

In early 2022, Community Action Board of Santa Cruz County (also known as Alcance) opened a one-stop service center known as the Luna Y Sol "Hub" which supports a service delivery model and partnerships between community-based organizations (CBOs) and Probation to offer an array of services at one location that are comprehensive, trauma-informed, culturally relevant and responsive to the needs of young people, families and caregivers. These services will meet the needs of Latino young individuals at risk of or justice involved including prevention and supportive services to younger siblings and parents/caregivers. The LEC will expand partnerships with community-based organizations and will be anchored at the Luna Y Sol Hub.

D. Aztecas

Aztecas is a pro-social mentorship program that reclaims the lives of at-promise/at-risk young people who often struggle with gangs, violence, poverty, and drugs. Aztecas serves both probation and non-probation young people. The program is rooted in soccer and community to support and provide opportunities for success for young people. The program recently opened a 'Clubhouse' located on Main Street in Watsonville. The Clubhouse is a safe drop-in place for young people to coordinate and participate in pro-social activities and academic support; including tutoring sessions, health and lifestyle education, advisory panel; and to have their own space to meet as a team. Tutoring services are provided by one of Aztecas partners, Community Bridges. Snacks and meals for participants are provided by the program. The Aztecas program connects with young people 3-6 times a week, occupying 14-16 hours of their time per week, targeting the time of day when young individuals are at the highest risk to engage in negative activity. Aztecas participants engage in soccer activities, but also focus on pro-social activities, leadership opportunities and academic success. Aztecas members plan and participate in community service projects to connect with and give back to their community. The program serves as a prevention, intervention and/or diversion program.

E. System of Care (SOC)

Assembly Bill 2083 requires each county to develop a coordinated, timely, and trauma-informed *system of care* approach for children and young people in foster care who have experienced trauma. In 2020, Probation, County Behavioral Health, Family and Child Services, County Office of Education, San Andreas Regional Center (SARC), and two advisory members representing the Superior Court and First 5 Santa Cruz County entered into a memorandum of understanding (MOU) that will guide System of Care work in the County. The goal of the MOU is to address systemic barriers to the traditional provision of interagency services. It is the intent of the MOU partners to create a single service plan and maintain an administrative team with collaborative authority over the interrelated child welfare, juvenile justice, education, and behavioral health children's services.

The County's Juvenile Probation Division incorporates a System of Care model (SOC) including the six essential values when working with young individuals and their families and support system(s). The six values are:

- *Family Preservation* (young person maintained in their homes with their families/caregiver);
- *Least Restrictive Setting* (when out-of-home placement is necessary- young person is placed in least restrictive setting appropriate to their needs);
- *Natural Setting* (young people benefit most from services provided in their natural environments, includes home and school settings);
- *Family Involvement* (family participation in assessment, evaluation, intervention and treatment);
- *Collaboration and Coordinated Service Delivery System*; and
- *Cultural Competence and Relevance*.

F. Wraparound

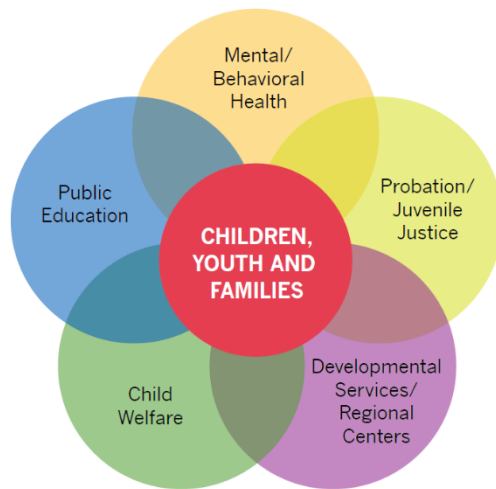
Using core evidence-based treatment modalities, young individuals receive short-term, intensive outpatient mental health services and transitional support through the Wraparound program. The goal is to address individual and family/caregiver therapeutic needs and risk factors to reduce out-of-home placements; increase use of community-based alternatives (to reduce unnecessary use of detention); improve individual and family system functioning through improved capacities and skills; and

to reduce recidivism. Wraparound also serves young people with transitional services as they step down from out-of-home and secure track placements.

Probation partners with Children's Behavioral Health and community-based partners to coordinate and deliver behavioral and mental health services. Criteria for receiving the services is based upon initial screening and validated assessments and meets the medical necessity due to moderately to severely impaired functioning as a result of a diagnosed mental health condition per the DSM-V tool.

G. Integrated Core Practice Model (ICPM)

A recent and significant shift in California practices created a unifying framework for child-serving systems ([About ICPM \(ca.gov\)](#)). This resulted in the adoption of the Integrated Core Practice Model (ICPM). ICPM is a multidisciplinary interagency collaborative effort to improve practices by putting the child, young person and family at the center of services to best meet their individualized needs and goals. ICPM aligns and integrates initiatives such as Continuum of Care Reform, Wraparound, Child and Family Teaming, Child and Adolescent Needs and Strengths (CANS) assessment, and System of Care. It includes shared values, core components, and standards of practice. Coordinated integrated care and services reduces redundancy of effort, increases access to specialty expertise and resources, and can significantly improve the care experience for the family.



ICPM is a highly integrated and coordinated cross-system, cross-agency team-based framework that includes shared values and is built on 10 principles of family engagement.

ICPM shared values are:

- 1) Family-driven and youth-guided;
- 2) Community-based; and
- 3) Culturally and linguistically competent.

The California Department of Social Services, the Department of Health Care and the 58 county Child Welfare, Behavioral Health and Services, and Juvenile Probation departments are committed to continuing the development and implementation of values and principles of the ICPM into service delivery. County Probation, along with other county systems partners such as Children's Behavioral Health and County Office of Education (COE) have adopted these values and principles.

ICPM describes the way that all system partners do their work. Through exploration, engagement, inquiry, teaming, and advocacy, public and private service providers can better meet the need of those whom they serve. The goal is to improve delivery of timely, effective, and integrated services that result in improved outcomes for the young person and their family which leads to lower rates of recidivism, which leads to increased public safety and healthier communities.

The 10 Guiding Practice Principles of the ICPC are:

1. Family voice and choice;
2. Team-based;

3. Natural Supports;
4. Collaboration and integration;
5. Community-based;
6. Culturally respectful;
7. Individualized;
8. Strengths-based;
9. Persistence; and
10. Outcomes-based.

ICPM is a framework that sets the child and family team as the primary vehicle for a team-based process built on 10 principles of family engagement. The inclusion of children, young persons, family members, and natural supports to play an active role and participate as an equal team partner is one of the primary shifts Probation is implementing using the ICPM model. Examples include, but are not limited to: Children, young people, families, caregivers and natural supports:

- Will be authentically included in decisions throughout the entire service delivery process;
- Will be asked and supported to voice their strengths, preferences, and needs to guide the plan development;
- Will be given information in a clear way so that they understand the roles of all the service providers and others involved, and the reason they are involved;
- Will be actively involved in the Child and Adolescent Needs and Strengths (CANS) assessment process, including opportunities to confirm that information as understood by team members reflects their experiences and perspectives;
- Will have the opportunity to build relationships with their child's resource parents when reunification is the jointly agreed-upon and court-approved plan;
- Will have a safe place within the team to talk about issues and needs without fear of judgment;
- Will be asked and supported in identifying their natural support system and the people they want as members of their child and family team; and
- Will have a realistic plan that will ensure access to the supports they need, whenever they feel they need them after services end.

During Fiscal Year 2022/2023, Probation will provide training and support for partners and service providers to assist them in successfully implementing the Integrated Core Practice Model and to adopt and incorporate these shared values and principles into the services they provide under this RFP. Outcomes to measure the impact of ICPM will be incorporated in FY 2023/2024 services agreements.

H. Balanced and Restorative Justice (BRJ)

BRJ is a balanced, restorative approach to juvenile justice that emphasizes:

- Reducing the number of young people involved with the juvenile justice system;
- Repairing the harm caused by delinquent behaviors; and
- Giving victims and community members a voice in the process.

BRJ seeks to balance the distribution of resources among victims, community and offender. The goals of BRJ are offender accountability, competency building and public safety.

I. Race and Equity Initiative

There is a larger percentage of young people of color overrepresented in the criminal justice system than the general population. Systemic racism and implicit bias contribute to disparities and inequities in systems. This racial disparity in the juvenile criminal justice system is specifically true for the Latino population.

In August 2020, the Santa Cruz County Board of Supervisors resolved to assert that racism is a public health crisis affecting society. The County assessed internal policies and procedures to ensure racial equity is a core element of the County and directed departments to expand understanding of racism and how it affects individuals and populations. Probation is committed to reducing inequities and disparities, and addressing implicit bias in the system, probation practices, and delivery of services to the justice involved population. The Probation Department demonstrated this commitment through actively engaging with the County, system partners, and the community to develop and participate in race and equity conversations and trainings with management, staff, key stakeholders, and community service providers. The Department continues to look at data and practices that may drive disparate outcomes for specific populations. The Division has adopted objectives to continue to bring forward a race and equity lens to the system, practices and delivery of services.

J. Santa Cruz County Operational Objectives

The County of Santa Cruz has implemented a process to measure operational objectives for each County department to align with the County's Strategic Plan. Operational objectives are developed to address a strategic plan focus area (example: Comprehensive Health and Safety) and to identify goals, strategies, and key steps to measure the achievement towards meeting an objective. Operational objectives embed key elements and strategies into specific goals. Almost all operational objectives will include a focus on race and equity.

The Juvenile Division has several operational objectives to improve the outcomes for the young people and the families served. The Juvenile Division's objectives for FYs 2021-22 and 2022-23 focus on equity, school success, and family support. The Adult Division and the Juvenile Hall also have division specific objectives. Operational objectives can be found on the County's website at: [2021-23 Operational Plan \(santacruzcounty.us\)](https://www.santacruzcounty.us/2021-23-Operational-Plan). Below are two Operational Objectives that align to the RFP and the services being funded by this RFP.

Operational Objective #317: By June 2023, Probation will increase the percentage of young people of color on track to graduate by 1) increasing the number of young individuals served with social emotional and cultural responsive interventions and implement practices with education partners; 2) provide employment services to support pro-social and school engagement; 3) partner with community-based organizations to develop parent engagement to support student engagement/credit accruals; and 4) leverage the department's Race and Equity Initiative and trainings to increase the capacity of staff and partners to contribute to equitable outcomes for young people of color.

Probation continues to work with the Student Success Program (a collaborative project with the County Office of Education) and has surveyed educational partners, students, families and caregivers to identify needs. These surveys have helped identify the needs under this RFP. The services funded under the RFP will help address the key steps.

Operational Objective #318: By December 2022, Probation will reduce technical violations for young people of color 40% by utilizing community supports and reducing the unnecessary use of detention by 1) Revising the Response Grid and ensure social emotional responses are included; 2) Re-train/train all juvenile staff in the use of the Response Grid and ensure fidelity and data tracking; 3) utilize a continuum of services and community supports/resources and track referrals, completion and outcomes of contracted services; and 4) leverage department's Race Equity Initiative and trainings to increase the capacity of staff/partners to contribute to equitable outcomes for young people of color.

Probation has been actively revising the Response Grid. The services funded under the RFP will help address key steps 3 and 4.

K. Youth Action Network (YAN)

The Probation Department played a significant role in the development of the Youth Violence Prevention Taskforce which has evolved into a County recognized and supported Youth Action Network (YAN) (sccyan.org). YAN supports the capacity of community members and stakeholders to approach violence prevention from an equitable and collaborative public health approach.

The Probation Department is committed to development and engagement and supports the YAN objectives by prioritizing, coordinating, leveraging and re-allocating existing resources to support services and strategies.

YAN is currently focused on the following goals and strategies:

- Young people are supported by caring adults;
- Young people have meaningful participation in their community;
- YAN will create training capacity and opportunities for young people; and
- YAN will promote equity and the reduction of racial and ethnic disparities, promote program and system effectiveness, and will create authentic community engagement.

L. Results First Juvenile Justice Program Inventory

In 2016, the Santa Cruz County Probation Department, Juvenile Division participated in the Pew-MacArthur Results First Initiative (Results First), a project of the Pew Charitable Trusts and the John D. and Catherine T. MacArthur Foundation. Santa Cruz County customized the Results First model, which utilizes County-specific data to calculate and monetize the benefits of operating a program in the County based on its expected effect on recidivism and cost.

Report findings determined that 63% of young people recidivated within a 6-year period in the adult or juvenile system; and 33% recidivated within the first year of being placed on formal probation.

Please see the PEW Charitable Trusts website for additional information and to access the Results First Clearinghouse Database. This resource identifies programs that have been rigorously evaluated by one or more of eight national clearinghouses.

<http://www.pewtrusts.org/en/research-and-analysis/issue-briefs/2014/09/results-first-clearinghouse-database>

M. Evidence-Based Practices

Probation will fund programs that implement practices with evidence of effectiveness and programs that support the implementation of such practices. Evidence-Based Practices (EBP) offer proven ways to improve outcomes for the target populations. The greater the use of evidence-based practices in probation supervision and services, the greater the recidivism reduction.

Evidence-based practice focuses on approaches demonstrated to be effective through empirical research rather than through anecdote or professional experience alone.

Responses must demonstrate that programs and services to be implemented have been proven effective for the target population by multiple national research studies, and that they will be implemented to fidelity.

N. Evidence Based Community Supervision Practices

The Juvenile Division has adopted the following evidence-based or best practices for community supervision to reduce recidivism, reduce victimization, increase life skills and family engagement.

Key Supervision Strategies	Methods	How Strategies are Implemented
Use empirically based assessment to guide decisions for effective case plan services and supervision	Use of Risk Based Supervision: matching dosage with risk/needs	Utilization of risk/needs assessments and reassessment: <u>Juvenile Assessment and Intervention System (JAIS)</u> . ¹
Family Engagement	Child and Family Team Meetings and family meetings. Identification of Natural Supports beginning at intake.	Young person/Family participate in planning meetings to contribute to program determination/case planning and commitment from identified team members. Luna Y Sol
Focus on skill enhancement and reduction of criminogenic risk factors	Effective use of supervision practices and tools	Utilization of <u>Effective Practices in Community Supervision (EPICS)</u> ; ² Luna Y Sol.
Increasing protective factors	Increasing young person/family capacity and understanding of needs, and behavioral health diagnosis; engaging support, services and prosocial activities. Implementation of ICPM values and principles.	Specialized caseload assignments: <u>FUERTEWRAP-Family Engagement</u> . Provide education to access community services, treatment and pro-social activities. Aztecas soccer program and the Luna Evening Center/Luna Y Sol.
Utilizing alternatives to detention.	Offering appropriate programs to young people in lieu of detention such as Home Supervision, EMP and Luna Evening Center	Utilizing the Risk Assessment Instrument (RAI) at the Intake level to assess the risk to reoffend and/or appear for court hearings pending adjudication
Redirect antisocial thinking and behaviors	Offering appropriate programs to young people in lieu of detention such as Home Supervision, EMP and Luna Evening Center Application of graduated responses	Utilizing the Risk Assessment Instrument (RAI) at the Intake level to assess the risk to reoffend and/or appear for court hearings pending adjudication Use of Rewards/Incentives; utilization of Violation Response Grid.

¹ The JAIS identifies the underlying reason for criminal behavior and classifies offenders into supervision strategy groups, giving officers the techniques that are most likely to be successful in managing each offender.

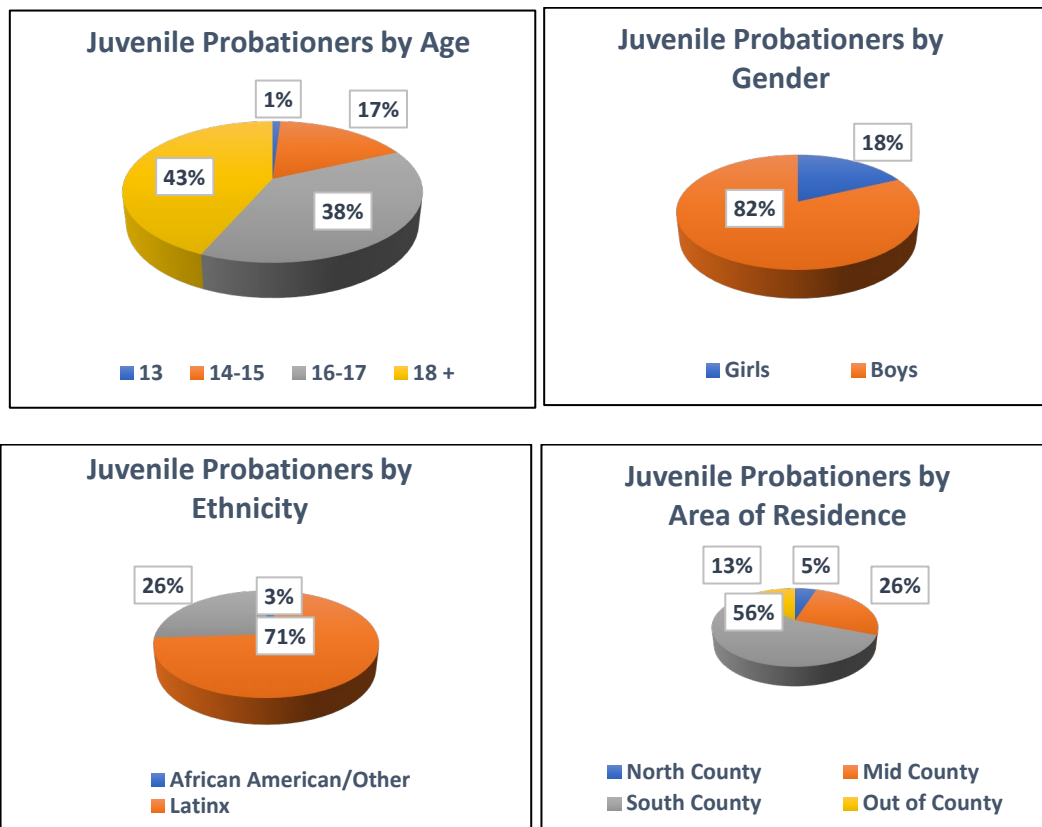
² The EPICS model targets higher risk offenders and their criminogenic needs using cognitive-behavioral interventions and core correctional practices, and provides the structure for officers to identify high-risk thinking and anti-social attitudes that lead to criminal behavior.

1.2 Overview of Target Population

The Santa Cruz County Probation Department currently supervises 143 young individuals who have been placed on probation by the Juvenile Court. These young people reside throughout the county, however approximately 56% reside in South Santa Cruz County. The population is largely male, but at 18%, females are an important component of the service group. The average young person under supervision is 17 years old, but Probation also serves individuals as young as 12 years old to young adults who may be non-minor dependents nearing the age of 21. Nearly 82% of the young individuals on probation are male and nearly 74% are young people of color.

The following data and population characteristics provide applicants with key information to drive proposed interventions and activities.

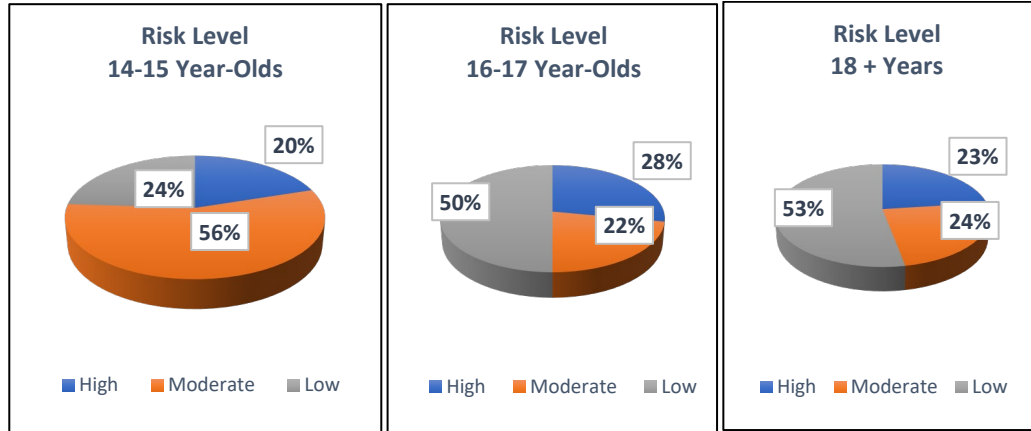
A. Demographics of Young Individuals on Probation in 2021



B. Assessed Risk, Supervision Strategies and Needs

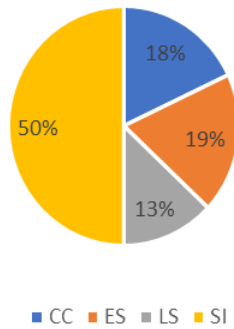
Risk and Needs assessment tools are designed to help develop strategies, approaches, programs and consequences that work best with each individual, based on an individual’s strengths and needs, to supervise young people effectively and efficiently. Assessment data is used to develop an individualized case plan.

Risk Levels- The assessed risk level measures the risk to recidivate and recommends supervision strategies and service intensity, with high level monitoring and service delivery reserved for individuals at highest risk for recidivism. Below are 2021 charts that demonstrate the percent of young individuals by risk levels.



Supervision Strategies- The overall approach to supervision relies on risk assessments, screening instruments, and other tools to help systems shift young people to the lowest form of supervision needed to meet their needs, and in some cases, to divert young people from the system entirely. This chart demonstrates

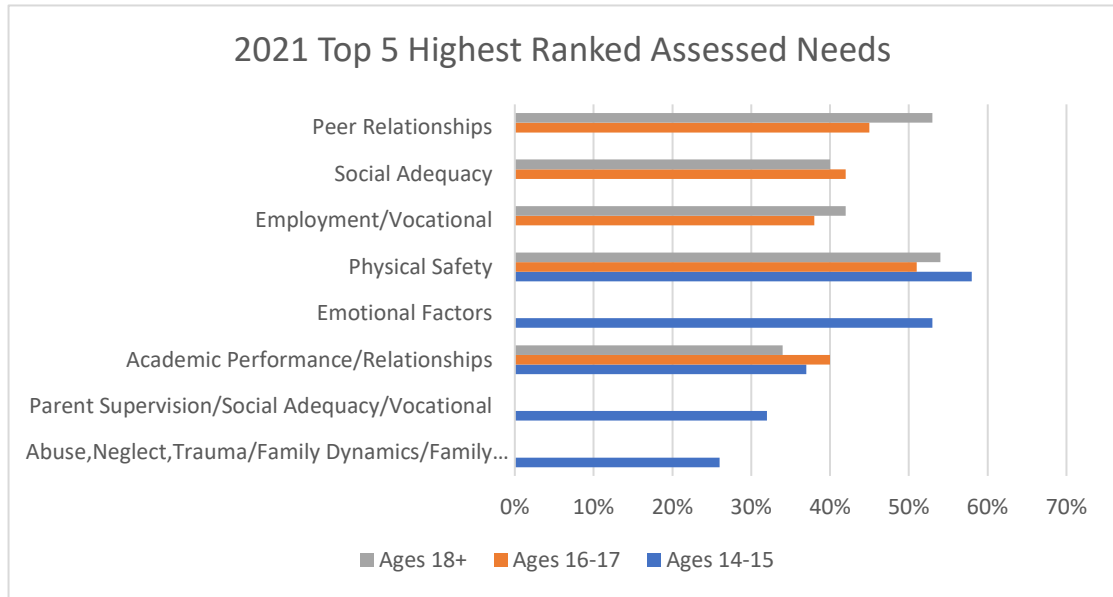
2021 Assessed Supervision Strategies



the percent of juvenile cases per supervision strategies assessed in 2021. The four supervision strategies are Selective Intervention (SI), Limit Setting (LS), Environmental Structure (ES), and Casework/Control (CC). Fifty percent (50%) of cases in 2021 fall under Selective Interventions (SI) described as a temporary lapse or suspension of an otherwise normally functioning social value system. This lapse is often brought about by a temporary and unusually stressful circumstance, crisis, or temptation.

The SI supervision strategy is focused on keeping the offender from being fully immersed into the criminal justice system by assisting in resolving the temporary crisis that precipitated the offense or the crisis caused by the offense. The goal is to return the young person to their general pro-social, stable life pattern and avoid over-involvement. Attachment 1 Chart describes the 4 supervision strategy groups, associated characteristics, and possible intervention goals.

Needs- Evidence-based assessments determine the young individual's needs which are characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend. The assessed needs have been clearly linked by research to recidivism. While individuals in the juvenile justice system may have multiple needs to successfully reintegrate into the community, until and unless these core needs are addressed, we are not likely to see a reduction in risky behavior over time. The table below demonstrates the 2021 assessed needs of the juvenile population. Attachment 2 Chart provides a description of the core set of static and dynamic needs to be addressed in order to reduce the risk of recidivism.



Activities- Through treatment and intervention matching to address needs and supervision strategies, probation staff ensure dosage is appropriate for young individuals and does not “net widen” by increasing engagement with young people assessed with lower risk factors. Below are charts that demonstrate the percent of young people by average probation activities.



SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
BOS Approval	4/12/22
Advertise RFP - Sentinel	4/12/22, 4/19/22
Release RFP	4/12/22
Optional Pre-Proposal Web-Conference	4/27/22, 9 AM
Deadline to Submit Written Questions	4/29/22
Dissemination of Questions and Answers	5/06/22
Deadline for Submittals	5/13/22
Tentative Award	May-June 2022
Contract Negotiation	June 2022
Board Approval of Contract	06/28/22

2.4 Submission of Proposal

A. Respondent shall submit two (2) hardcopy sets: one (1) original signed in blue ink and marked "ORIGINAL" and one (1) copy, and also include one (1) USB drive of the completed proposal as specified herein.

B. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #21P3-011** addressed to:

GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean Street, Room 330
Santa Cruz, CA 95060

C. The deadline to submit proposals is **May 13, 2022, at 5:00 PM PDT**.

D. Optional Pre-Proposal Web Conference

- Proposers may attend the **Optional Pre-Proposal Web Conference** on Wednesday, April 27, 2022, at 9:00 AM PDT. Contact Shauna Soldate at Shauna.Soldate@santacruzcounty.us by 5:00 PM on April 26, 2022, to receive a link to attend the Web Conference. No minutes will be recorded.
- During the Pre-Proposal Web Conference, County representatives will attempt to answer questions that can be immediately answered; however, verbal responses made at the Pre-Proposal Web Conference will be non-binding on County. To formalize, Proposer must submit questions in writing to the Buyer following the Pre-Proposal Web Conference. The Buyer will disseminate written questions and answers in the form of an addendum.

2.5 Public Opening of Proposals

There will be NO public opening for this RFP. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

Only one proposal per service area will be accepted from any one person, partnership, corporation or other entity.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **May 13, 2022, at 5:00 PM PDT**. Respondent will be solely responsible for the timely delivery of the proposal. Proposals will not be accepted after the deadline and will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 On-Site Inspection

Onsite inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D.

2.11 References

Respondent shall complete and submit Exhibit B – Customer References with proposal.

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.

2.12 Proposal Evaluation Criteria

A. It is the County’s intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Points
1.	Level of quality and performance of the services offered based on contractor qualifications and experience, in accordance with RFP requirements.	5
2.	Service Description: The extent to which the service description aligns to the model and describes the measurable services and activities, quality measures and outcomes.	30
3.	Evidence-Based Practices: Demonstration of Evidence	10
4.	Multi-Disciplinary Collaboration: Articulation between your organization’s proposed services and the overall Probation service delivery model.	15
5.	Matching Resources: Existing or potential resources are provided to supplement funding.	5
6.	Statement of Organizational Qualifications: The extent to which the applicant demonstrates capacity to deliver services.	25
7.	Price	10
	Total	100

B. A committee of County employees and stakeholders will evaluate all responses 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 responses shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all responses. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Services

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement’s expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 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.

- 2.15 Notification of Withdrawal of Proposal
Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

- 2.16 Interpretation
Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

- 2.17 Pre-Award Conference
If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

- 2.18 Execution of Agreement
Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

- 2.19 Respondent Responsibility 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 contract 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 contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent 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. Respondent shall provide a brief statement of company background including years in business and experience of support staff. Refer to Exhibit E.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References and Exhibit E – Experience and Personal/ Business References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals. Respondent may also provide any other information deemed appropriate.

2.21 RFP 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 the 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 designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

If issued, a written addendum will be faxed or emailed or mailed to all prospective respondents.

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 Protests and Appeals Procedures

Refer to Exhibit E – Protest and Appeals Procedures.

SECTION 3. STATEMENT OF WORK, SPECIFICATIONS

3.1 Service Delivery Model

The service delivery model adopted by the Probation Department brings multiple organizations and agencies together to provide a network of services to address specific needs associated with at-risk behaviors of the juvenile population. The Santa Cruz Probation Department follows best practices when working with noncitizen individuals in the Juvenile Justice System.

The Probation Department works closely with and collaborates with system partners to implement strategies and adopt policies and procedures to improve outcomes for young people and their families and caregivers. The focus is on improving support by implementing social-emotional responses to behaviors through services that are integrated, comprehensive, culturally responsive, trauma-informed, and evidence based.

A. Evidence-Based Risk, Needs, Responsivity and Dosage Model

The Risk Principle (*WHO*) is the prioritization of supervision and treatment services for young people at higher risk of re-offending. Shifting resources to these individuals results in much greater gains in public safety, while targeting young people with lower risk factors can actually *increase* their likelihood of recidivism. By focusing on young people with high risk factors, programs are able to address multiple areas with greater intensity, thus resulting in greater impact on behavior.

The Need Principle (*WHAT*) directs intervention resources to address primarily those areas which are directly linked to risky behavior. While young people have a variety of needs, not all have an equal impact on their risk to reoffend. Primary needs include at-risk personality; antisocial attitudes, values and beliefs; criminal peers; family dysfunction; and low self-control. Secondary needs include substance use disorder; low educational and vocational attainment; and low involvement in pro-social leisure activities. A chart describing the needs is attached to this RFP.

The Responsivity Principle (*MATCHING*) requires that service delivery match specific characteristics of individuals in order for them to benefit. This includes consideration of culture, gender, motivational stages, and learning styles, as well as logistical considerations and community functioning. Community functioning includes factors such as transportation, housing, food, or behavioral and physical health. While these factors are not themselves criminogenic, they should be addressed to the extent that they create barriers to an individual's ability to receive services.

The Dosage Principle directs programs to collectively provide direct client services at a minimum of 100-150 hours for moderate risk and 200+ hours for high risk (across multiple and accessed risk need areas) in order to achieve measurable reduction in recidivism. Dosage under one hundred hours produces relatively small effects for this population. High intensity programs should be provided and should occupy 40% to 70% of participants free time in order to be effective.

B. Assessment and Case Planning Probation Officers provide community supervision services for young people under juvenile courts jurisdiction and serve as the primary lead case managers to coordinate and track prevention and intervention services. This begins with a comprehensive and research-validated assessment of Risk and Need. The assessment tool is designed to help develop strategies, approaches, programs and consequences that work best with each individual, based on an individual's strengths and needs, to supervise young people effectively

and efficiently. Assessment data is used to develop an individualized case plan that incorporates all court terms and conditions, priority need areas to be addressed by specific services, client and family goals, and logistical plans that articulate immediate objectives and timelines. Probation officers also utilize EBP service options and ICPM values and principles to create responsive, individualized treatment plans for participants.

Probation Officers work in collaboration with system partners like the Courts, CASA, Children Behavioral Health, Family and Children Services, and County Office of Education; directly with staff from community-based organizations; and with the young person and their family and natural supports to further assess, refer, and monitor progress over time. Probation Officers convene multi-disciplinary case conferencing and meetings as needed to coordinate services, identify and address barriers to success, and revise and refine the case plan over time.

Probation Officers, in partnership with community-based service providers, are responsible for delivering cognitive thinking and behavioral interventions and motivational interviewing to engage participants and address key areas of risky thinking and behavior.

Primary activities of the Probation Officers include (but not limited to):

- Provide liaison and reporting to courts, including evidence-based pre-sentence investigations, written reviews, modifications, and probation violation reports and warrant requests;
- Monitor supervision terms, including fines and restitution;
- Conduct Juvenile Hall, office, home and school site meetings to confirm residence and educational status;
- Provide resource referral and system advocacy to help participants access community supports;
- Engage family members, mentors, and others who play a role in ongoing support;
- Motivate and incentivize positive behavior;
- Impose sanctions for non-compliance; and
- Conduct drug testing.

3.2 Service Areas and Funding Amounts

Santa Cruz County intends to award up to \$300,000 per year. Funding available (and the projected amount of funding for each service area) is a projection based on current funding provided to Santa Cruz County from Juvenile Probation Funding (JPF) and the Juvenile Justice Crime Prevention Act (JJCPA). All RFP funding is contingent upon availability of annually budgeted funds. No County general funds are available to make up any potential shortfall in funding. If additional funds become available or if JPF and JJCPA funding is reduced the County reserves the right to negotiate or re-negotiate agreements based upon available funding.

The County is providing funding for single year contracts. Funding requests will be considered for annual budgets at or above \$20,000. Funding amounts for each area are projected based on current population, utilization patterns, and unit service costs patterns.

Applicants shall target their requests to one of the below Service Areas. Agencies requesting funding for multiple service types shall submit separate applications for each service. Services cannot be bundled.

Services that Address Re-Entry Support, Community Support and Transitional Planning, Navigation and/or Family Engagement and Increased Family Involvement	\$110,000 (\$103,000 for service delivery + \$7,000 set aside for emergency supportive services)
Services that Address Thinking, Behavior and Identity, Life Skills, and/or Pro-Social Activities	\$100,000
Services that Address Supporting Education and Employment	\$90,000
TOTAL	\$300,000

A. *Services that Address Re-Entry Support (Community Support & Transition Planning); Family Engagement and Increased Family Involvement*

This service area addresses a need to prepare young individuals who served time in custody or in out-of-home placements for their return to the community and to support a need for increased family involvement to promote the safety, permanency, and well-being of the young individual, emerging adult, and the family or caregiver.

Reintegrative approaches will *establish collaboration with the community and its resources* to ensure the delivery of needed services for the young person and their family and/or caregiver. Services should infuse cognitive and behavioral strategies to support a social learning model that reinforces change. Many young people face concerns as they reenter the community, home, and school or work. Individuals, especially individuals of color, face disproportionate barriers. Providing services from a *shared experience model* and increasing connections and supports to peer mentors with shared experience and backgrounds contributes to successful re-entry.

Family involvement services are central to successful practices. Effective family engagement involves recognizing that the young person and family are the experts on their respective situations and empowering them throughout the system and process. Family engagement is a family-centered and strengths-based approach to making decisions, setting goals, and achieving desired outcomes. Services should target *peer and shared experience* support, coaching and navigation for families and caregivers with the purpose to increase family capacity and protective factors to support the young person as they navigate through or divert away from the criminal justice system. Focus on interactive hands-on coaching, support, advocacy, navigator and partner for family to increase family engagement and voice and choice.

Services may be delivered through hands-on, experiential, one-on-one, and/or in small group settings.

This service area is for an estimated \$103,000 for services plus a small set aside of \$7,000 to immediately address emergency one-time supportive and stabilizing services approved by probation. Total estimated funding in this service area is \$110,000 to be provided to one or more selected contractor(s).

B. *Services that Address Thinking, Behavior and Identity; Life and Social Skills; and/or Pro-Social Activities.*

This services area directly addresses risky thinking, behaviors and identity to support a social learning model that reinforces change. This service area also addresses a need for pro-social activities, life and social skills. Increasing a young individual's social skills can deter or replace antisocial behaviors. Pro-social activities encourage young individuals to change delinquent thinking by teaching many life lessons.

Attachment: RFP Juv Probation Community Based Services - 21P3-011 (12299 : Request for Proposal for Juvenile Community-Based Services)

Services should target approaches to increase a young person's awareness of themselves and others (ways of thinking, feelings, beliefs, and attitudes). Focus should be on cognitive restructuring, social skills, and problem solving.

Services may be delivered through curriculum, workbooks or interactive journaling, hands-on, experiential, one-on-one, and/or in small group settings. Services may include social skills training through mentorship and leadership opportunities and activities within the young person's community. Focus on interactive opportunities that engage young people in community-based peer leisure activities, sports, community service projects, connections, mentorship and leadership opportunities.

This service area is for an estimated \$100,000 to be provided to one or more selected contractor(s).

C. Services that Address Supporting Education and Employment

This service area addresses a variety of vocational needs. Services should infuse cognitive and behavioral strategies to support a social learning model that reinforces change.

Every young person deserves a quality education. System involvement often impedes educational progress by interrupting educational continuity. System involved young people and their caregivers need assistance in prompt re-entry to their neighborhood school, including transfer of academic credits and effective planning. Young people succeed in education when they are informed and entrusted to make decisions about their own education and future. This involves young people being fully informed about opportunities and their rights including due process, special education rights, and self-advocacy. Services will promote educational success by advocating for and involving the young person and the families/caregivers to have a voice and choice in meetings, planning and decisions; including the development of Individualized Educational Plans (IEP) and 504 plans. Services will include interactive support and coaching for the parents/caregivers to build their capacity. Services for young individuals and families/caregivers will include mentors who are culturally responsive to empower and support them. Services may also include tutoring sessions, IEP support, and support for parents/caregivers navigating school systems and resources.

Employment services will expand awareness, access, and will support young people to pursue employment opportunities and to enrich a young person's career experience and skill development. It is expected that the respondent will leverage and connect young people with existing programs and resources in the community such as the Workforce Investment Opportunity Act (WIOA) for both in-school and out-of-school youth employment services, County Office of Education's Youth Employment Program and Suenos, and other workforce systems and services for sustained and ongoing career ladder services. Focus activities on work experience opportunities within their community for younger individuals and on-the-job training or job placement services for young individuals/emerging adults. Focus on providing opportunities that match individual interests. Connection to the WIOA system and other workforce partners and opportunities is key for older population.

This service area is for an estimated \$90,000 to be provided to one or more selected contractor(s).

3.3 Statement of Work and Specifications for All Service Areas

Organizations are encouraged to propose a service that is within their current scope and mission. Applicants are to describe the service they are interested in providing within one service area, along with specific information about the research base, manualization and fidelity measures, dosage, impact and unit cost.

All proposed services should address established at-risk needs and responsivity associated factors that impact recidivism risk. All services are expected to include a focus on equity, collaboration and cognitive/behavioral strategies targeting criminogenic needs. Priority will be given to proven programs that can document a track record of achieving the desired outcomes with this target population.

Proposed service delivery under this RFP must address cultural and linguistic factors of the multicultural populations to be served. Cultural competence and responsive service delivery are essential elements to the effectiveness of services. Cultural competency requires a demonstrated respect, awareness, and dynamic appreciation of the beliefs, practices, traditions, religion, history, languages, and criminal histories of diverse individuals and communities. Service providers should be trained in trauma informed approaches and motivational enhancement and should have the willingness to work closely with Probation Officers to address non-compliance without unnecessary interruption in services.

Proposed services must target the juvenile population as described in Section 1.2 Overview of Target Population. As noted, the target population appears to be very small. These numbers are significant for potential vendors as it demonstrates trends in probation that are likely to continue to exist. Proposed services must match the target population to be served.

Proposed services under this RFP should:

- A. Describe the level of evidence-based practices used in the delivery of services (model, promising, or innovative) and the level of adaptations and how to ensure fidelity.
- B. Target primary at-risk needs as well as describe any other areas addressed.
- C. Describe how services are matched appropriately taking special consideration to addressing cultural and linguistic factors and equity.
- D. Describe provider responsivity to ensure that service providers develop competency in delivering equitable services and meet clients at any stage of readiness for change, enhancing intrinsic motivation and raising awareness of and capacity for change.
- E. Describe the dosage associated to the service/intervention being proposed that will contribute to the collective dosage associated to reducing recidivism.
- F. Include a plan to incorporate the ICPM values and principles into the coordination, collaboration and delivery of services. The Probation Department plans to provide ICPM training in FY 2022/23 for service providers. It is expected under this RFP that in years 2, 3 and 4 that the ICPM values and principles will be implemented into all service delivery and measured for impact.
- G. Identify at least one outcome that will assess the benefit of the specific service or practice by showing the change that will occur in the target population as a result of participating in the activities. Service outcomes are the benefits for clients or systems that result from the service activities. An outcome is a change in at least one of the following areas: knowledge, attitude, skill, behavior or condition. The outcome should be expressed as a percentage and the measurement should be cited in the statement.

- H. Describe data collection and reporting. Awarded contractors will submit service data and quarterly progress reports. Additionally, when directed by Probation, Contractor will be required to provide ongoing service data directly into the Probation Department's case management system(s) when a secure electronic interface is available. Data collection will include, at a minimum, the following: client roster with name, date of birth, gender, ethnicity, age, program entry and exit dates; cumulative service history by client, including session dates, duration, and content; client participation, including attendance, behavior, and completion of service components; client outcomes, including progress towards program-specific goals and objectives, as well as other areas of functioning related to criminal justice involvement; and program implementation, including hiring, staff training and retention, program accomplishments, barriers, challenges, and solutions developed to address barriers and challenges.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through June 30, 2023, with 3, 1-year extensions.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract 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 Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit F – Insurance Requirements and Certificates.

4.16 Default

- A. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 2. Perform any of the other provisions of Contract.
- B. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- A. 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. 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.

B. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted 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) Contractor is engaged in a distinct occupation or business; (3) 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; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor 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) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- A. Contractor 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. 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 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. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under 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.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under 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 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 Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- A. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- B. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- C. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- D. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. OFFICIAL PROPOSAL FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #21P3-011. Complete the following requirements in your response:

Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

Respondent shall include the following with their sealed Proposal:

- I. *Application Summary Form: Fillable form located at: [RFP 21P3-011 Summary Proposal Form- fillable pdf \(santa-cruz.ca.us\)](#)*

Download and complete this form and include in your submission packet.

- II. *Proposal Narrative*

Maximum 8 pages, single spaced, 1-inch margins, 12-point font

Please submit a brief response stating your interest in providing services in one of the areas listed in this solicitation. If your organization is interested in providing services in more than one service area, please submit separate applications for each service area. Proposals for case management or bundled/wrap-around programs are not compatible with the service model.

Include the following information in your response. Please number your responses to match the following items in order to allow for the review panel to better assess your proposal.

Narrative responses must be consistent with the information provided on the Application Summary Form to avoid loss of points.

1. Service Description

- a. Identify the service area from the list provided in Section 3.2 of this RFP which your organization is interested in providing services to the target population.
- b. Describe the specific services your organization is interested in providing, including service location, key interventions and expected client outcomes. All service providers are encouraged to include proven cognitive/behavioral interventions specific to the criminal justice population. Estimate the number of young people and families/caregivers to be served during the twelve-month period. Identify the service intensity (direct client service hours per week), the projected length of service (average number of weeks or sessions for completion of services), the total dosage of services per individual/family (total direct hours of evidence-based services/intervention), and the unit cost (cost per hour of services and/or cost per participant for completed service).

- c. Describe specific strategies for maintaining client engagement and service continuity for successful participation, and how you will address responsivity factors.
 - d. Describe how services are responsive and matched to the target population.
 - e. Describe the proposed data collection and analysis, including both program implementation data collection and performance outcomes measures. Outcome measures should be quantifiable and based on validated pre/post assessments tools and protocols. Based upon the type of service outcome measures should specify the number and percent of participants that will achieve benchmark criteria for success. Applicants selected for funding will meet with the SCCPD to refine measures for inclusion in service agreements.
2. Evidence-Based Practice
- The County is committed to implementing strategies and services identified by a consensus of research as constituting evidence-based practice within the juvenile justice system, effective at reducing the risk of recidivism among the target population. Each organization submitting a response must clearly demonstrate that the proposed services match those identified as being effective with the juvenile justice population. Responses should reference the Results First Clearinghouse Database, or other similar Clearinghouse data base(s) described in section 1.1 of this RFP, and should provide a summary that addresses the following information:
- a. Identify the level of evidence (model, promising, innovative) and the research base that confirms the effectiveness of the proposed services in reducing recidivism with moderate to high-risk populations similar to juvenile participants.
 - b. Describe the process for ensuring fidelity of implementation of evidence-based practices. Please also describe in detail any adaptations to fidelity. (*Adaptations to fidelity may only be low-risk adaptations*). If no published model or curriculum is to be used, please describe your plan for ensuring program quality, integrity and consistency.
 - c. Describe the current level of staff capacity for implementation of evidence-based practices, including training and certification.
 - d. Identify training and technical assistance needed to increase the integration of evidence-based practices in your organization's delivery of services to the target population.
3. Multi-Disciplinary Collaboration
- Prevention and intervention services are provided within an assertive forensic case management model structured around Probation Officers serving as lead case managers providing seamless services in custody and in the community at the various stages of the criminal justice process.
- a. Please describe the articulation between your organization's proposed services and the overall juvenile justice case management model, including strategies for information sharing, multi-disciplinary service delivery, interagency communication and coordination, and shared responses to participant behavior.
 - b. Please describe your organizations capacity and willingness to incorporate ICPM into your service delivery for years 2 through 4 (FY23/24, FY 24/25 and FY 25/26) under this funding cycle.
4. Matching Resources
- a. Identify and quantify existing and potential resources for service delivery to the target population to supplement funding. This may include existing community resources and funding streams, redirected service capacity, community volunteerism, new competitive funding, and legislative or regulatory changes to eligibility and benefits. Ensure funding and matching resources without supplanting.
 - b. Describe how services will be expanded without duplicating existing efforts.

5. Statement of Organizational Qualifications

Provide details indicating factors that uniquely qualify your organization as the best provider for these services. Resumes and/or biographies of staff, including those who will provide direct services and those who will supervise and/or guide the work may be included as attachments.

- a. Service History- Identify the services your organization has provided to moderate and/or high-risk juveniles in the criminal justice population. Please provide details of the number served, the setting, the number of years the service was provided, and evidence of successful completion of prior contract deliverables and outcome(s). Please attach a list of Customer References.
- b. Justice System Collaboration- Describe your organization's history of prior successful collaboration with probation, corrections, or other justice and child-serving agencies and system stakeholders.
- c. Responsivity- Describe your organization's understanding of the responsivity factors associated with your service and your history of addressing these.
- d. Interagency Collaboration- Summarize your organization's history of successful collaboration with the School Districts and local human and health service providers in other domains, including multi-disciplinary service delivery, shared funding strategic planning, and policy development.
- e. Staff Training- Describe your organization's staff training plan and your commitment to participate in additional trainings regarding effective, evidence-based interventions and services to the target population. It is anticipated that the Probation Department will provide ICPM training in FY 2022/23.
- f. Data Collection and Reporting, and Continuous Program Improvement- Describe your organization's experience in collecting and reporting service delivery statistics, measures of fidelity to evidence-based service delivery, and program-related impact and outcome measures. Describe your organization's commitment to flexible service delivery and continuous program improvement to enhance effective coordination.

III. Budget

Please include a draft budget covering the time period from July 1, 2022, through June 30, 2023. Include estimated costs for staffing (including FTE levels of **all** proposed staff), and operations, as well as matching resources available to expand services to the target population. This draft budget may be revised based on input from the review panel and discussion with the County. Indirect Costs may not exceed 10% under this RFP due to limited available funding. Please include the amount and percent of requested funding that funds direct client services (direct client staff, client materials and supplies, client space etc.) and the amount and percent of requested funding that supports general infrastructure and operations (oversight and admin staff, operational costs such as staff space, office supplies, etc.).

IV. Completed Exhibit Forms

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit G (Web Form)

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

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 _____, 2022

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

Attachment: RFP Juv Probation Community Based Services - 21P3-011 (12299 : Request for Proposal for Juvenile Community-Based Services)

Standard Definitions

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. Its 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. Its 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. Its 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: _____

Attachment: RFP Juv Probation Community Based Services - 21P3-011 (12299 : Request for Proposal for Juvenile Community-Based Services)

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 WITH Proposal

I, _____, am the
(Name)

_____ of _____,
(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

Attachment: RFP Juv Probation Community Based Services - 21P3-011 (12299 : Request for Proposal for Juvenile Community-Based Services)

Exhibit E Protests and Appeals Procedures

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or Respondent 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 Respondent 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 F Insurance Requirements

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Respondent 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 RESPONDENT'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 RESPONDENT and third persons.
- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

RESPONDENT, 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 RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT 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, RESPONDENT 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 RESPONDENT utilizes one or more subcontractors in the performance of this Permit, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Permit, unless RESPONDENT 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 Respondent has no employees and certifies to that fact.
 - b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Respondent'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 Respondent does not drive a vehicle in conjunction with any part of the performance of Permit and Respondent 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 \$1,000,000 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 Respondent 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, Respondent 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. Respondent 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 Respondent, 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 Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent 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. Respondent 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 Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.
- f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent 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 G
Proposal Summary Form

EXHIBIT G

Proposal Summary Form- RFP 21P3-011

ORGANIZATION			
ADDRESS			
PHONE		EMAIL	
NAME OF CEO		URL	
YEAR INCORPORATED		NUMBER OF EMPLOYEES	
TYPE OF ORGANIZATION	<input type="checkbox"/> US Government Entity <input type="checkbox"/> For-profit organization <input type="checkbox"/> Non-profit organization <input type="checkbox"/> University <input type="checkbox"/> Foundation <input type="checkbox"/> Other		

The Proposal Summary Form is a required component of the RFP application. Failure to submit the Proposal Summary Form will result in an incomplete application.

Ensure the Summary Form is consistent with the information you provided in your narrative response. Discrepancies from the Summary Form to the Narrative Response may result in a loss of points.

1. PRINCIPAL SERVICE AREAS

a. SERVICE AREA

Select **ONLY 1** service area that best aligns to the service being prosed in the RFP response.

<input type="checkbox"/>	Thinking, Behavior and Identity; Life Skills; and/or Pro-Social Activities
<input type="checkbox"/>	Re-Entry Support, Community Support and Transition Planning; Navigation; and/or Family Engagement and Increased Family Involvement
<input type="checkbox"/>	Education and Employment

Click Here to Access and Download Web Form

Attachment 1 Supervision Strategy Groups

Strategy Group	General Characteristics	Why Offenders Get in Trouble	Intervention Goals
Selective Intervention (SI-S)	<ul style="list-style-type: none"> Pro-social values Positive adjustment Positive achievements Good social skills 	<ul style="list-style-type: none"> External stressors 	<ul style="list-style-type: none"> Resolve external stressor Return to school or work as applicable Return to appropriate peers and activities
Selective Intervention (SI-T)	<ul style="list-style-type: none"> Pro-social values Positive adjustment Positive achievements Good social skills 	<ul style="list-style-type: none"> External stressors Internal, neurotic need 	<ul style="list-style-type: none"> Resolve external stressor Resolve internal problems Return to school or work as applicable Return to appropriate peers and activities
Casework/ Control (CC)	<ul style="list-style-type: none"> Broad range instability Chaotic lifestyle Emotional instability Multi-drug abuse/addiction Negative attitudes towards authority 	<ul style="list-style-type: none"> Positive effort blocked by: <ul style="list-style-type: none"> Chaotic lifestyle Drug/alcohol use Emotional instability Unable to commit to long-term change 	<ul style="list-style-type: none"> Increase stability Control drug/alcohol abuse Overcome attitude problems Foster ability to recognize and correct self-defeating behavior
Environmental Structure (ES)	<ul style="list-style-type: none"> Lack of social and survival skills Poor impulse control Gullible Naïve Poor judgment 	<ul style="list-style-type: none"> Used by more sophisticated criminals Difficult generalizing from past experience 	<ul style="list-style-type: none"> Improve social and survival skills Increase impulse control Develop realistic education program Limit contact with negative peers
Limit Setting (LS)	<ul style="list-style-type: none"> Antisocial values Prefers to succeed outside the rules/law Role models operate outside the rules/law Manipulative, exploitive 	<ul style="list-style-type: none"> Motivated by power, excitement Straight life is dull 	<ul style="list-style-type: none"> Substitute pro-social means to achieve power, money, excitement Change attitudes and values Use skills in pro-social ways Protect the community, especially school environments

Attachment 2 Core Set of At-Risk (Criminogenic) Needs

	CRIMINOGENIC NEEDS		JAIS PRINCIPAL SERVICE NEEDS
TOP 4 CRIMINOGENIC NEEDS	Antisocial Cognition: Antisocial (procriminal) attitudes, values, beliefs and cognitive-emotional states.	=	Criminal Orientation: Refers to whether criminal behavior is an acceptable and common part of the youth's life. Interpersonal Manipulation: Refers to youth who use other people to gain their own ends. The youth frequently tries to manipulate others or take advantage of them.
	Antisocial Personality/Temperament: Temperamental & anti social personality pattern conducive to criminal activity including: weak socialization; impulsivity; adventurous; pleasure seeking; restless aggressive; egocentrism; below average verbal intelligence; risk taker; weak problem-solving; lack of coping & self-regulation skills.	=	Social Inadequacy: Refers to the youth's social skills and ability to understand the motives and concerns of people - easily led by others and highly immature socially. Emotional factors: Refers to the degree that emotional problems in the youth's life affect her behavior. This includes problems with anger management and impulse control [not mental health issues].
	Antisocial Associates/Peers: Procriminal associates and isolation from prosocial others.	=	Relationships: Refers to relationships with her peer group and other adults. If peer group is negative, delinquent, and/or abusive and her relationships are detrimental, which contributes to her risky behavior. Physical Safety: Refers to the level of safety with <u>peers</u> , and other adults. Also includes threats/fear for physical safety related to peers that contribute to behavior. Includes experiencing physical, emotional, or sexual abuse and/or domestic violence by peers.
	Family and/or Marital Factors: Family factors that include criminality and a variety of psychological problems in the family of origin including: Low levels of affection, caring and cohesiveness; Poor parental supervision and discipline practices; Out-right neglect and abuse.	=	Family History Problems: Refers to chronic parental or family problems that affect the youth's actions or decision making. May also include instances of the youth acting out against family members. Abuse/Neglect Trauma: Refers to history of physical and sexual abuse and/or trauma that has affected the youth's actions or decision making (family/marital related). Parental Supervision: Refers to the lack of parental supervision. If parents expect, encourage, and/or allow illegal behavior. Physical Safety: Refers to the level of safety with family. Also includes threats/fear for own physical safety related to family that contribute to behavior. Includes experiencing physical, emotional, or sexual abuse and/or domestic violence by family. Basic Living Needs: Refers to suitability of home living environment. If youth has left home, family is homeless, or lacks very basic needs.
THE LESSER 4	Employment: Low levels of vocational or financial achievement.	=	Vocational Skills: Refers to the lack of capacity/ability to obtain and maintain relatively permanent and reasonably paying employment – if this deficit is highly significant in contributing to the youth's legal difficulties.
	Substance Abuse Alcohol and/or Drug Abuse.	=	Alcohol Abuse: Refers to the degree of problems in the youth's life due to her alcohol abuse. Drug Abuse: Refers to the degree of problems in the youth's life due to his/her other drug abuse.
	Education: Low levels of personal educational achievement.	=	School Inadequacy: Refers to the youth's ability to learn and perform on a basic level academically.
	Leisure/Recreation: Low levels of involvement in prosocial leisure activities.	=	There is no Principle Service Need that correlates directly with the criminogenic need of Leisure/Recreation. Reference peer relationship and family factor areas.

Attachment: RFP Juv Probation Community Based Services - 21P3-011 (12299 : Request for Proposal for Juvenile Community-Based Services)



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Sheriff-Coroner

(831) 454-7600

Subject: Request for Proposal for Janitorial Services

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Authorize the General Services Department to release a Request for Proposal (RFP) for Janitorial Services for the Sheriff's Office; and
- 2) Direct the Sheriff's Office to return with a selected vendor and contract once the RFP process is completed.

Executive Summary

The Sheriff's Office is requesting approval to issue a Request for Proposal (RFP) for janitorial services. An RFP for janitorial services is required due to the current contract term expiring on June 30, 2022.

Background

On November 20, 2018, the Board approved a contract with the Sheriff's Office for janitorial services. The contract provides janitorial services that started on May 22, 2018, renewed annually through June 30, 2022.

The Sheriff's Office requires janitorial services for all Sheriff headquarters facilities, correctional facilities, and community services centers. This includes patrol, investigations, administration, records, community rooms, service centers, forensic laboratories, property and evidence, medical examiner facilities and various corrections facilities.

Analysis

The Sheriff's Office currently contracts for janitorial services with Clean Building Maintenance Company. This contract will expire June 30, 2022. A competitive solicitation process is required for services beyond June 30, 2022. The RFP process ensures the Sheriff's Office is receiving the best services and pricing for janitorial services.

The attached RFP details the Sheriff's Office requirements for janitorial services. Responses to the RFP will be reviewed and ranked by a panel of department representatives based on qualifications and pricing. When the panel has made a final selection, the Sheriff's Office will return to the Board with a recommendation of a contractor to provide these services.

Financial Impact

Janitorial services costs for Fiscal Year (FY) 2022-23 are budgeted in GL Keys 661100, 661800, 662110, 662300 and 662500.

Strategic Plan Element(s)

1.C (Comprehensive Health & Safety: Local Justice) - Provide resources to deliver services that ensure public safety.

Submitted by:

Jim Hart, Sheriff-Coroner

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a 21P3-008 Sheriff Janitorial Services



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

Request for Proposal (RFP) #21P3-008

FOR

Sheriff Janitorial Services

Exhibit I Due

in order to attend

Mandatory Walkthrough

5:00 PM, PDT, April 22, 2022

Mandatory Walkthrough

10:00 AM, PDT, April 26, 2022

Question Deadline

5:00 PM; PDT, April 29, 2022

Submit questions by email to Contact Person

Submittal Deadline

5:00 PM, PDT, May 11, 2022

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, Senior Buyer

Email Shauna.Soldate@santacruzcounty.us

Phone (831) 454-2526

Fax (831) 454-2710

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

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SECTION I. INVITATION

The County of Santa Cruz invites sealed proposals from fully licensed, insured, bonded, certified CONTRACTORS to furnish all labor, tools, equipment, and incidentals required to provide janitorial services as required by the County of Santa Cruz Sheriff.

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. The 2020 estimated population of the County of Santa Cruz by the U.S. Census Bureau was 270,861. The County encompasses an urban service area of 440 square miles.

As used herein, "County" refers to the County of Santa Cruz.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

a. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Advertise RFP - Sentinel	4/12/22, 4/19/22
BOS Approval & Release RFP	4/12/22
Exhibit I- Pre-Proposal Conference Form DUE to Buyer	4/22/22
Mandatory Walkthrough	4/26/22
Question Deadline	4/29/22
Dissemination of Answers	5/06/22
Deadline for Submittals	5/11/22
Tentative Award	May 2022
Contract Negotiation	May 2022-June 2022
BOS Approval of Contract	June 2022

b. Mandatory Pre-Proposal Conference and Site Examination

The Sheriff's Office is requiring mandatory participation of prospective contractors to visit the facilities for at the Sheriff's Headquarters (Building B, 5400 Soquel Avenue, Santa Cruz; Building C, 5200 Soquel Avenue, Santa Cruz; Building D, 2400 Chanticleer Avenue, Santa Cruz) on **Tuesday, April 26, 2022, 10:00 am PDT**. All interested contractors are to meet at the main entrance of the Sheriff's Headquarters at 5200 Soquel Avenue, Building C. This will be the only time available for Contractors to visit these facilities during the RFP Process. A layout of the Sheriff Headquarters Facilities areas to be cleaned (Bldgs. B, C, and D), will be handed out during the Pre-Proposal Conference. Proposals submitted by contractors who did not attend this portion of the Pre-Proposal Conference will not be accepted.

After completing the visit of the facilities for the Sheriff's Headquarters, the Sheriff's Office will offer a tour of the Correctional Facilities (Main Jail, 259 Water Street, Santa Cruz; Rountree Facility, 90 Rountree Lane, Watsonville) for those prospective contractors who wish to see these facilities. Participation in this portion of the Pre-

Proposal Conference will not be mandatory. The Community Service Centers may be visited by prospective contractors with a prescheduled appointment during regular business hours, 9:00 a.m. to 4:00 p.m., Monday thru Friday. See Section 3.1 for addresses.

Respondent must complete [Exhibit I– Pre-Proposal Conference Form](#) and return the completed form to GSD Purchasing by **April 22, 2022, 5:00 pm PDT**. The form must be emailed to Shauna.Soldate@santacruzcounty.us.

During the pre-proposal conference, Respondents may ask questions about the location and the scope of work. While Sheriff's Office staff will attempt to answer questions that can be immediately answered, oral responses made at the pre-proposal conference will be non-binding on the County. Respondent must submit questions in writing to the Buyer following the pre-proposal conference. The Buyer will disseminate written questions and answers in the form of an addendum.

2.4 Submission of Proposal

- 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) of the completed proposal as specified herein.
- b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #21P3-008**, addressed to:

GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean Street, Room 330
Santa Cruz, CA 95060

- c. The deadline to submit proposals is **May 11, 2022, at 5:00 PM PDT**.

2.5 Public Opening of Proposals

Due to the ongoing Covid-19 pandemic, there will be no public opening for this RFP. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one Proposal.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **May 11, 2022, at 5:00 PM PDT**. Respondent will be solely responsible for the timely delivery of the Proposal. Proposals will not be accepted after the deadline and will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection

On-site inspection of Respondent’s facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D.

2.11 References

Respondent shall complete and submit Exhibit B– Customer References with Proposal.

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.

2.12 Proposal Evaluation Criteria

A. It is the County’s intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Points
1.	Staffing <ul style="list-style-type: none"> • Qualifications of key personnel • Work completed on schedule • Response to emergency services. • Approach to customer service. 	15 15 10 10
2.	Capacity of contractor to perform required services <ul style="list-style-type: none"> • Same or similar size and type of building(s) • Same or similar scope of services • Experience, years in business 	10 10 10
3	Cost of Service	15
4.	Locally Operated Vendor	5
Total Possible Points		100

B. A committee of County employees and subject matter experts 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 contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost and scope of work with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through May 2025. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland, and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 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.

2.15 Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 Respondent Responsibility 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 contract 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 contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent 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. Respondent shall provide a brief statement of company background including years in business and experience of support staff.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals. 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 their 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 contract awarded as a result of this RFP.

If issued, a written addendum will be emailed to all prospective respondents.

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 Protests and Appeals Procedures

Refer to Exhibit E – 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

3.1 Scope

It is the intent of the County to solicit an RFP for all janitorial services at the locations listed below, as an independent contract agreement and award all services to a single contractor. The successful contractor will provide and supervise a regular staff of qualified employees to perform janitorial services for the following facilities:

SHERIFF FACILITIES			
LOCATIONS	BUILDING SQUARE FOOTAGE	JANITORIAL SQUARE FOOTAGE	ADDRESS
HEADQUARTERS			
Bldg. B Operations	25,662	17,752	5400 Soquel Ave, Santa Cruz, CA
Bldg. C Admin	33,602	29,918	5200 Soquel Ave, Santa Cruz, CA
Bldg. D Sciences	26,518	15,893	2400 Chanticleer Ave, Santa Cruz, CA
CORRECTIONS			
Main Jail	N/A	3,865	259 Water Street, Santa Cruz, CA
Blaine Street	2,800	500	141 Blaine Street, Santa Cruz, CA
Rountree	N/A	2,560	90 Rountree Ln, Watsonville, CA
SERVICE CENTERS			
Aptos	833	833	171 Aptos Village Way, Aptos, CA
Boulder Creek	1,098	1,098	31210 Hwy 9, Boulder Creek, CA
Davenport	150	150	75 Marine View Ave, Davenport, CA
SLV	1,453	1,453	6062 Graham Hill Rd, Felton, CA

JANITORIAL SERVICE SCHEDULE		
SHERIFF LOCATIONS	DAYS OF THE WEEK	TIMES PER WEEK
HEADQUARTERS		
Bldg. B Operations	Monday/Wed/Friday	3
Bldg. C Administration	Monday/Wed/Friday	3
Bldg. D Sciences	Monday/Wed/Friday	3
CORRECTIONS		
Main Jail	Monday/Wed/Friday	3
Blaine Street	Monday/Wed/Friday	3
Rountree	Monday/Wed/Friday	3
SERVICE CENTERS		
Aptos	Monday / Thursday	2
Boulder Creek	Monday / Thursday	2
Davenport	Monday / Thursday	2
SLV	Monday / Thursday	2

If your firm is capable of providing most services, but for some reason not all, you should bid on as many services as possible and indicate why you cannot provide the other services.

The County maintains the right, as it may deem necessary, to add or delete services, with a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates, or square footage rates, as provided herein. This may also include the days of the week, and or times of service to be delivered.

All proposers shall carefully and completely examine the worksites noted in this RFP, all documents therein and perform any inspections necessary to fully understand all conditions that may be encountered, including but not limited to: the character, quality and scope of the work to be performed. The submission of a proposal shall be considered by the County Sheriff's Dept as conclusive evidence that the proposer has investigated and is satisfied with the conditions of providing these services.

Important Safety Note Regarding Bloodborne Pathogens

OSHA specifies a Bloodborne Pathogens Standard to protect workers against the health hazards from exposure to blood and other potentially infectious materials, and to reduce their risk from this exposure. As there is the potential for workers to encounter Bloodborne Pathogen exposure, by submitting a response to this RFP, the respondent is certifying understanding and acceptance of these conditions. All proposers shall be expected to know and follow the contents of this standard, which can be reviewed at this link: <https://www.osha.gov/bloodborne-pathogens/standards>

Janitorial Supply Note: The County will only supply toilet paper, hand towels, hand soap, and trash can liners. Respondent is required to provide all other materials to complete requested services.

3.2 Service Requirements – Headquarters (3 Buildings)

Services to be performed between the hours of 4:00 a.m. to 12 Noon, at Buildings B, C, and D, as indicated below:

3.2.1 Monday, Wednesday, Friday Routine

- Empty all waste receptacles
- Replace waste receptacles liners in break room and restrooms
- Fill towel, toilet paper and soap dispensers
- Sanitize drinking fountains
- Clean mirrors, sinks, toilets, and chrome fixtures
- Sanitize commodes, urinals, handles and knobs
- Wipe down restroom partitions
- Sweep and mop VCT and tile floors
- Clean both sides of entry doors
- Take spots out of carpeting
- Vacuum entry mats
- Vacuum accessible carpeted areas of conference and training rooms, offices, cubicles, and hallways.
- Mopping and floor care for epoxy flooring in Morgue area (Bldg. D)
- Keep janitor closets clean and orderly
- Stairwell – pick up litter and vacuum both stairwells
- Elevator
 - Wipe down both sides of door to remove prints, smudges, dirt and dust.
 - Spot clean walls removing all marks.
 - Mop floor
 - Clean all call buttons and panels inside and outside of cab. When cleaning call buttons outside of cab in elevator lobby, take precaution with cleaning solution not to soil the area around buttons.
 - Report any damage to cab.
- Breakrooms/Kitchens
 - Clean sinks, countertops
 - Wipe down microwaves and refrigerators
 - Scrubbing and polishing of sinks and faucets
 - Clean behind microwave and coffee machine
 - Mopping of kitchen floors
 - Disinfection of countertops, garbage bins and other kitchen items
 - Empty trash and replace liner as needed and wipe around top of trash receptacle.

- Locker/Shower Rooms
 - Dust tops of lockers
 - Wipe and sanitize bench seating
 - Empty waste and recycle receptacles and replace liners
 - Clean mirrors
 - Clean and sanitize counter tops, sinks and fixtures
 - Spot clean walls, door handles and light switches
 - Refill all hand paper towels, toilet tissue, seat and covers, and hand soap dispensers
 - Sweep and damp mop floors
 - Dust partitions
 - Dust ledges and sills
 - Vacuum carpets
 - Once a week shower scrubbing with non-abrasive cleaner and sanitizing

3.2.2 Weekly:

- Dust all office equipment and surrounding work surfaces
- Sanitize restroom waste receptacles
- Sanitize break room waste receptacles and recycling bins
- Remove cobwebs
- Clean light switches
- Wipe clean windowsills
- Wipe clean accessible cabinet tops
- Remove fingerprints from woodwork, walls and partitions
- Remove scuff marks from walls
- Polish all wood conference room tables using approved polish

3.2.3 Monthly

- Dust blinds
- Vacuum upholstery
- Vacuum HVAC registers and returns
- Wipe clean partition tops
- Dust high cabinets, lockers, and ledges
- Thorough spotting and vacuuming of carpeted areas
- Spot clean corridor walls
- Polish or clean door kick plates and thresholds
- Polish all wood surfaces using approved polish
- Descale toilets and urinals
- Maintenance of p-traps

3.2.4 Semi-annually

- Carpet cleaning. Hot water soil extraction with water temps between 120 and 170 degrees and a 75%+ recovery rate is the manufacturer's recommendation
- Apply floor finish to VCT flooring – do not strip
- Strip and wax resilient floors
- Damp wipe furniture and lint brush fabric furniture

3.2.5 As Needed (Report any findings each time contractor is on site):

- Report malfunctioning electrical outlets and light switches
- Report drips, running toilets and leaks
- Report damages and unusual conditions
- Wipe down doors and jams

3.2.6 Security

Contractor is responsible for securing the building on completion of work. Securing the building is turning out all lights other than those required to be on, setting the alarm if equipped and locking and checking all doors.

3.2.7 Cleaning Chemicals

Chemicals deemed inappropriate or hazardous by the County of Santa Cruz may not be carried or used at the facility.

3.3 Service Requirements – Correctional Facilities – (3 Buildings)

Services to be performed between the hours of 8:00 a.m. – Noon

3.3.1 Monday, Wednesday and Friday Routine

- Empty all waste receptacles
- Replace waste receptacles liners in break room and restrooms
- Fill towel, toilet paper and soap dispensers
- Sanitize drinking fountains
- Clean mirrors, sinks, toilets, and chrome fixtures
- Sanitize commodes, urinals, handles and knobs
- Wipe down restroom partitions
- Sweep and mop VCT floors
- Clean both sides of entry doors
- Take spots out of carpeting
- Keep all janitor closets clean and orderly
- Vacuum entry mats
- Vacuum accessible carpeted areas of conference and training rooms, offices, cubicles and hallways.

- Locker/Shower Rooms
 - Dust tops of lockers
 - Wipe and sanitize bench seating
 - Empty waste and recycle receptacles and replace liners
 - Clean mirrors
 - Clean and sanitize counter tops, sinks and fixtures
 - Spot clean walls, door handles and light switches
 - Refill all hand paper towels, toilet tissue, seat and covers, and hand soap dispensers
 - Sweep and damp mop floors
 - Dust partitions
 - Dust ledges and sills
 - Vacuum carpets
 - Once a week shower scrubbing with non-abrasive cleaner and sanitizing

3.3.2 Weekly:

- Dust all office equipment and surrounding work surfaces
- Sanitize restroom waste receptacles
- Sanitize break room waste receptacles and recycling bins
- Remove cobwebs
- Clean light switches
- Wipe clean windowsills
- Wipe clean accessible cabinet tops
- Spot clean corridor walls
- Polish or clean door kick plants and thresholds
- Remove scuff marks from walls
- Polish all wood conference tables using approved polish

3.3.3 Monthly:

- Dust blinds
- Vacuum upholstery
- Vacuum HVAC registers and returns
- Wipe clean partition tops
- Dust locker tops
- Thorough spotting and vacuuming of carpeted areas
- Polish all wood surfaces using approved polish
- Descale toilets and urinals
- Maintenance of p-traps

3.3.4 Semi-annually:

- Carpet cleaning. Hot water soil extraction with water temps between 120 and 170 degrees and a 75%+ recovery rate is the manufacturer's recommendation
- Apply floor finish to VCT flooring – do not strip
- Strip and wax resilient floors
- Damp wipe furniture and lint brush fabric furniture

3.3.5 As Needed (Report any findings each time contractor is on site):

- Report malfunctioning electrical outlets and light switches
- Report drips, running toilets and leaks
- Report damages and unusual conditions
- Wipe down doors and jams

3.3.6 Security:

Contractor is responsible for securing the building on completion of work. Securing the building is turning out all lights other than those required to be on, setting the alarm if equipped and locking and checking all doors.

3.3.7 Cleaning Chemicals

Chemicals deemed inappropriate or hazardous by the County of Santa Cruz may not be carried or used at the facility.

3.4 Service Requirements – Community Service Centers

Services to be performed between 8 a.m. to 5 p.m. for Service Centers as indicated below:

3.4.1 Monday and Thursday Routine

- Empty all waste receptacles
- Replace waste receptacles liners in break room and restrooms
- Fill towel, toilet paper and soap dispensers.
- Sanitize drinking fountains
- Clean mirrors and chrome fixtures
- Sanitize commodes, urinals, handles and knobs
- Wipe down restroom partitions
- Sweep and mop VCT floors
- Wipe down both sides of entry doors
- Take spots out of carpeting
- Vacuum entry mats
- Vacuum accessible carpeted areas of conference and training rooms, offices, cubicles and hallways.

3.4.2 Weekly:

- Dust all office equipment and surrounding work surfaces
- Remove fingerprints from woodwork, walls and partitions
- Remove scuff marks from walls
- Polish all wood conference tables using approved polish

3.4.3 Monthly:

- Dust blinds
- Vacuum upholstery
- Vacuum HVAC registers and returns
- Wipe clean partition tops
- Thorough spotting and vacuuming of carpeted areas
- Polish all wood surfaces using approved polish
- Descale toilets and urinals
- Maintenance of p-traps

- 3.4.4 Semi-annually:
- Clean exterior and interior windows
 - Damp wipe furniture and lint brush fabric furniture

- 3.4.5 As Needed (Report any findings each time contractor is on site):
- Report malfunctioning electrical outlets and light switches
 - Report drips, running toilets and leaks
 - Report damages and unusual conditions
 - Wipe down doors and jams
 - Change light bulbs/florescent bulbs

3.5 Deficiencies in Service (All sites):

The Contractor's supervisory representative will be required to meet with a Sheriff's Office Representative upon request whenever the level of service is unsatisfactory. The County may require that the Contractor's supervisory representative tour the job site(s) with the Sheriff's Office Representative to point out problem areas in the service being provided by the Contractor.

- a. A written list of deficiencies in the Contractor's service will be provided by the Sheriff's Office representative.
- b. The Contractor will be required to correct the deficiencies within twenty-four hours.
- c. Failure to correct the deficiencies within twenty-four hours or repeated unsatisfactory levels of services may result in termination of the contract.

3.6 Keys

Upon award of the contract, access keys will be issued for all facilities listed. The contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The contractor must return all issued keys upon termination of the contract.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through June 30, 2024 with 2, 1-year extensions.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract 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 Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit F – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
 1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. 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. 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.

b. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted 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) Contractor is engaged in a distinct occupation or business; (3) 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; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor 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) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor 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. 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 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. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under 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.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under 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 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 Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. OFFICIAL PROPOSAL FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions herein.

Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

Respondent shall include the following with their sealed proposal:

1. Letter of Transmittal with information regarding your company and a statement of qualifications to provide the product and services required. Describe your experience with similar size (74,022 square feet) buildings and similar scope of services.
2. Number of years in the janitorial services business: _____
3. Monthly cost for services as specified in this RFP for each location:

HEADQUARTERS

- a. Building B, 5400 Soquel Avenue \$ _____/month
- b. Building C, 5200 Soquel Avenue \$ _____/month
- c. Building D, 2400 Chanticleer Avenue \$ _____/month

CORRECTIONS

- a. Main Jail, 259 Water Street \$ _____/month
- b. Blaine Street, 141 Blaine Street \$ _____/month
- c. Rountree, 90 Rountree Lane \$ _____/month

SERVICE CENTERS

- a. Aptos Service Ctr, 171 Aptos Village Way \$ _____/month
- b. Boulder Creek, 31210 Hwy 9 \$ _____/month
- c. Davenport, 75 Marine View Avenue \$ _____/month
- d. San Lorenzo Valley Service Center, Hill Road, Suite A \$ _____/month 6062 Graham

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

MONTHLY TOTAL – ALL SITES: \$ _____/month

- 4. Complete and attach Exhibit A-E with your proposal
- 5. Complete and attach Exhibit G: Locally Operated Affidavit of Eligibility (if applicable).
- 6. Complete and attach Exhibit H: FY 21/22 Living Wage Certificate

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes _____ No _____

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

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 _____, 2022

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

SECTION 6. EXHIBITS

Exhibit A
Respondent Fact Sheet

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

___ Sole Proprietor ___ Partnership ___ Corporation

___ Government ___ Fiduciary ___ Other

Is Contractor:

- 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 next page. If yes, indicate composition of ownership below.

___ % Disabled ___ % Women ___ % Black
 ___ % Hispanic ___ % Asian American ___ % Native American

Contractor has been in continuous operation under the present business name for ___ years.

Contractor'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): _____

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

Standard Definitions

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. Its 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. Its 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. Its 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: _____

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

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:

5. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

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6. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

7. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

8. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

9. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

10. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

**Exhibit D
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, _____, am the
(Name)

_____ of _____,
(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

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

Exhibit E Protests and Appeals Procedures

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or Respondent 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 Respondent 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

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

Exhibit F INSURANCE REQUIREMENTS

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, Respondent 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 RESPONDENT'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 RESPONDENT and third persons.
- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

RESPONDENT, 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 RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT 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, RESPONDENT 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 RESPONDENT utilizes one or more subcontractors in the performance of this Permit, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Permit, unless RESPONDENT 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 Respondent has no employees and certifies to that fact.
- b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Respondent'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 Respondent does not drive a vehicle in conjunction with any part of the performance of Permit and Respondent 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 \$1,000,000 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 Respondent 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, Respondent 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. Respondent 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 Respondent, 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 Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent 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. Respondent 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 Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.
- f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent 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 G

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)

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

Exhibit H
COUNTY OF SANTA CRUZ
LIVING WAGE COMPLIANCE STATEMENT – FISCAL YEAR 2021-2022

Only qualified employees covered under the Living Wage Ordinance 2.122 are allowed to work for County contracts and purchase orders. Vendors must familiarize themselves with this ordinance as located at <http://www.co.santa-cruz.ca.us> Business/vendor registration/Living Wage. Vendors must certify their intent to comply each year and return this completed form to: County of Santa Cruz: General Services Department – 701 Ocean St. Santa Cruz, CA 95060 or by email at GSDSupportingDocs@santacruzcounty.us.

Company Name: _____

Address: _____
Street City State Zip

Proposed Service: _____

1. Number of employees: _____ **Note: If five or less, skip questions 2-9, sign below and return.**

2. Of these employees, are they covered by a collective bargaining agreement? Yes: _____ No: _____

2a. If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

2b. If no, are your covered employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$18.10/hr with benefits or \$19.74/hr without benefits)?

Yes: _____ No: _____

3. Are medical benefits provided to your covered employees who are assigned to any County contract?

Yes: _____ No: _____

If yes, enter the name and address of the program, plan or fund below.

4. Are your covered full-time employees receiving a minimum of twelve days compensated leave annually (sick and vacation leave combined)? Yes: _____ No: _____

5. Will any subcontractors perform work on this contract? Yes: _____ No: _____

If yes, please complete and submit a copy of this form for each subcontractor working on this County Contract.

6. Within the last five years, have you had any violations with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing?

Yes: _____ No: _____

6a. If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

6b. Do you agree to provide this information within 10 days of request? Yes: _____ No: _____

7. For each County contract, you may be required to provide certified payroll records after the contract is completed to include the following information for each employee assigned to the work: employee name, contact phone number, job classification, hire date, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: _____ No: _____

I certify, under penalty of perjury, that the above information is true and correct.

Name (please print) Title Phone Number Fax Number

Signature Date

Email address

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)

Exhibit I
PRE-PROPOSAL CONFERENCE FORM

This Pre-Proposal Conference Form must be completed and returned to the Santa Cruz County General Services Department, Purchasing Division by **March 30, 2022** at 5:00 p.m. Form can be emailed to Shauna.Soldate@santacruzcounty.us. The Facility will provide an escort.

Company Name: _____

Company Address: _____

Contact Name: _____

Contact Telephone # _____

Please provide the following information for the Contractor's representative(s) that will be attending the Pre-Proposal Conference on April 12, 2022.

Attendee #1

Name: _____

Title: _____

Office Telephone # _____

Mobile Telephone # _____

Email Address: _____

Attendee # 2

Name: _____

Title: _____

Office Telephone #: _____

Mobile Telephone #: _____

Email Address: _____

Attachment: 21P3-008 Sheriff Janitorial Services (11935 : Request for Proposal for Janitorial Services)



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Sheriff-Coroner

(831) 454-7600

Subject: Resolution to Amend Deputy Sheriff's Lateral Hiring and Incentive and Vacation Advancement Program

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Adopt resolution amending Resolution No. 279-75 extending the Deputy Sheriff's Lateral Transfer Incentive Pay and Vacation Advancement Program to allow for eight (8) additional lateral hires; and
- 2) Authorize the County Administrative Officer, Personnel Director and Auditor-Controller-Treasurer Tax Collector to take any necessary administrative actions to effectuate the program.

Executive Summary

The Deputy Sheriff's Lateral Transfer Incentive Pay and Vacation Advancement Program was last approved by the Board on January 12, 2021, as a recruiting strategy to address the ever-present challenge of filling Deputy Sheriff vacancies. The program was approved through December 31, 2021. A number of lateral transfer candidates are currently in the background process and job offers were not completed by December 31, 2021. The program is recommended to be extended and remain in effect until the remaining lateral hires are made, as previously authorized by the Board. This incentive program is a pragmatic strategy for recruitment and retention of experienced lateral Deputy Sheriffs.

Background

The Sheriff's Office is a full-service agency consisting of three bureaus: Administration, Corrections and Operations. Sworn staff are responsible for law enforcement services including patrol and criminal investigation for the unincorporated areas of the County. To provide effective public safety services to our community, the Sheriff's Office recruits, trains, and hires the best skilled and experienced individuals capable of carrying out the values and achieving the standards for community policing and public safety. Recruiting and hiring Deputy Sheriffs is an ongoing national problem due to the low level of applicant commitment to complete our recruitment process, current anti-police sentiment, background standards, and the high cost of living in the area.

In 2009, the Board approved the first ever incentive pay program for one year and subsequently approved the reinstatement of the program on November 19, 2019, and January 12, 2021, for a total of 20 lateral hires through December 31, 2021. To date, 12 lateral hires have been made through July 2021 while a number of lateral hires are still in background.

Analysis

Local law enforcement agencies continue to use similar incentive programs for lateral hires. For example, the City of Scotts Valley offers \$40,000 signing bonus for police officer laterals and the City of Santa Cruz offers a \$2,000 Citizen Hiring Bonus to community members who recruit sworn officers, and the lateral hires receive a \$20,000 hiring bonus. The Sheriff's Office is offering a competitive incentive of \$25,000 in our area. This has directly contributed to our ability to hire 12 laterals through the County's lateral hiring incentive program. There are four lateral candidates currently undergoing the background investigation. These lateral hires transferred from nearby cities and counties in the region.

Currently, with hires, departures, and anticipated retirements, the Sheriff's Office has six funded Deputy Sheriff position vacancies to fill that are essential for delivering high value public safety services to the public. Hiring lateral candidates is a cost-effective strategy. The cost of hiring and training a Deputy Sheriff Trainee is approximately over \$129,417. Whereas, the cost to hire a Deputy Sheriff - Lateral Transfer is approximately \$25,811 because they have already completed the academy and are eligible for an abbreviated field training program. This is a cost savings of \$103,606. Importantly, a lateral hire can begin providing services within 10 weeks from the time of hire while a trainee is not prepared for service until a minimum of 10 months after hired.

Incentive Pay Program

The Sheriff's Office in conjunction with the Personnel Department continues to work closely to enhance recruitment strategies. Due to the COVID-19 pandemic, the Sheriff's Office has postponed recruitment efforts at job fairs and other recruitment events typically held. Current efforts focus on conducting advertisements on various targeted job boards to solely recruit Deputy Sheriffs from other local and surrounding area agencies. Lateral transfers enable the Sheriff's Office to quickly fill openings and bring valuable experience and diversity to our community.

Other agencies providing an incentive pay have an incremental structure for incentive pay-out to allocate a portion upon reaching certain milestones that is like what we have done in the past. A unique aspect of the County's incentive program is that our incentive pay is issued as a full payment upon completion of the field training program. This has served as a very appealing for recruiting and hiring lateral hires. Program elements remain the same for the proposed extension as follows:

- Lateral hires receive \$25,000 (subject to legally required taxes) upon completion of field training program, which is approximately 10 weeks after the starting date.
- Employees who separate from County employment prior to the completion of three years (6,240 hours) shall reimburse the total amount of the incentive pay.
- Program remains in effect until eight (8) additional lateral hires are made not to exceed a maximum of 20 lateral transfer hires to date.

Vacation Advancement Program

In 2009, an element to recruit lateral Deputy Sheriffs included advancing vacation accruals. This program includes advancement of 40 hours of vacation upon completion of the field training program. This is approximately 10 weeks after a lateral begins

employment with us. The advance accrual will be offset against the regular rate of accrual per pay period basis as the credit is exhausted. Only under this provision, employees are permitted to access and utilize vacation leave without regard to other requirements.

Financial Impact

The Lateral Transfer Incentive Pay and Vacation Advancement Program will be funded by the Sheriff's Office personnel savings from funded and vacant Deputy Sheriff positions. There is No Net County Cost in approving the recommended Board actions.

Strategic Plan Element(s)

6.B (Operational Excellence: County Workforce) - The recommended actions support attracting, growing and retaining a diverse engaged and high-performing County workforce that reflects our community.

Submitted by:

Jim Hart, Sheriff-Coroner, Ajita Patel, Personnel Director

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Resolution - Amend Lateral Deputy Sheriff Incentive Program

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 AMENDING SALARY RESOLUTION NO. 279-75
(Amendment No.)

WHEREAS, this Board of Supervisors on June 25, 1975, adopted Resolution No. 279-75 establishing the compensation of County officers, deputies, assistants, and employees; and

WHEREAS, it is now desirable and necessary to amend said resolution to incorporate needed changes;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Resolution No. 279-75 be amended by the following actions:

1. Extend the incentive program for Deputy Sheriff - Lateral hires until the permissible number of authorized positions is made as identified below;
2. Incentive program shall be available until at least eight (8) additional lateral transfer hires are made and shall not exceed a maximum of 20 lateral transfer hires made pursuant to the reinstatement of the program as approved in 2019 and 2021;
3. Payment is based on full-time equivalent hours and shall be pro-rated for part-time employees;
4. Payment of \$25,000 (minus legally required taxes) or the pro-rated amount shall be made upon completion of the field training program;
5. Employee shall reimburse the County if the employee leaves County employment prior to completing 6,240 hours;
6. Extend the vacation advancement program for Deputy Sheriff - Lateral hires. Advance 40 hours of vacation upon completion of the field training program to be offset against the regular rate of accrual per pay period as the credit is exhausted; and
7. Authorize the County Administrative Officer, Personnel Director, and the Auditor Controller- Treasurer-Tax Collector to take all necessary administrative actions to effectuate the changes as described in this resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California this ____ Day of _____ 2022, by the following vote:

Attachment: Resolution - Amend Lateral Deputy Sheriff Incentive Program [Revision 2] (12448 : Resolution to Amend Deputy Sheriff's Lateral

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson of the Board

ATTEST: _____
Clerk of the Board

Approved as to form:

DocuSigned by:
Ryan Thompson 4/4/2022
9E4A945741D64EA...
Office of the County Counsel 03/30/2022 (AMS#12448)

DISTRIBUTION: Personnel (2); Auditor-Controller-Treasurer-Tax Collector; Sheriff-Coroner

Attachment: Resolution - Amend Lateral Deputy Sheriff Incentive Program [Revision 2] (12448 : Resolution to Amend Deputy Sheriff's Lateral

Certificate Of Completion

Envelope Id: F0EC3B11C54F45E49C905F3DF305492A	Status: Sent
Subject: Please DocuSign: Resolution - Amend Lateral Deputy Sheriff Incentive Program _ AMS #12448 BOS...	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ana Espinoza
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Ana.Espinoza@santacruzcounty.us
	IP Address: 63.194.190.100

Record Tracking

Status: Original	Holder: Ana Espinoza	Location: DocuSign
4/4/2022 4:01:57 PM	Ana.Espinoza@santacruzcounty.us	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Ryan Thompson
ryan.thompson@santacruzcounty.us
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

9E4A945741D64EA...

Signature Adoption: Pre-selected Style
Signed by link sent to
ryan.thompson@santacruzcounty.us
Using IP Address: 63.194.190.100

Timestamp

Sent: 4/4/2022 4:08:02 PM
Viewed: 4/4/2022 4:09:24 PM
Signed: 4/4/2022 4:10:21 PM

Electronic Record and Signature Disclosure:

Accepted: 4/4/2022 4:09:24 PM
ID: 28334c9c-bc7b-475d-a11a-e6384cbd9504

CBD eSignature

CBD.eSignature@santacruzcounty.us

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Sent: 4/4/2022 4:10:23 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 5:29:04 PM
ID: c4e5a2a3-4d71-4795-ac63-16aaad036e28

Manu Koenig

manu.koenig@santacruzcounty.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/25/2022 11:49:51 AM
ID: 041f5ca1-ba01-4de1-98d9-c96f59a87734

Stephanie Cabrera

Stephanie.Cabrera@santacruzcounty.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 5:31:53 PM
ID: 6a1f4584-e3cd-4172-9dfe-60cbf34af8c0

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Attachment: Resolution - Amend Lateral Deputy Sheriff Incentive Program [Revision 2] (12448 : Resolution to Amend Deputy Sheriff's Lateral

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Ana Espinoza

ana.espinoza@santacruzcounty.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/11/2022 11:47:51 AM

ID: f9ab6d52-c184-498f-ba26-e33632293066

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Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	4/4/2022 4:08:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Health Services Agency: Behavioral Health Division
(831) 454-4000

Subject: Substance Abuse Prevention and Treatment Block Grant (SABG)
Supplemental Funding

Meeting Date: April 12, 2022

Recommended Actions:

- 1) Ratify a grant application to the California Department of Health Care Services for the Substance Abuse Prevention and Treatment Block Grant for supplemental funding for the enhancement and expansion of Substance Use Disorder Prevention, Treatment and Recovery Services;
- 2) Accept a grant allocation in the total amount of \$1,845,689 awarded by the California Department of Health Care Services through supplement funding available through two sources: the Coronavirus Response and Relief Supplemental Appropriations Act in the amount of \$973,889 from July 1, 2021 through December 31, 2022, and the American Rescue Plan Act, in the amount of \$871,800 from September 1, 2021 through June 30, 2025; and
- 3) Adopt an AUD-60 resolution to accept and appropriate unanticipated revenue in the amount of \$184,544 from the California Department of Health Care Services for Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act funding for Fiscal Year 2021-22.

Executive Summary:

The Health Services Agency (HSA) received a grant allocation in the amount of \$1,845,689 from the California Department of Health Care Services for supplemental funding available through the Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act for the period July 1, 2021 to June 30, 2025, for enhancement and expansion of Substance Use Disorder Prevention, Treatment and Recovery Services. Of this funding, \$184,544 is requested to be appropriated for Fiscal Year (FY) 2021-22. The grants will be used to improve operating efficiency to develop Recovery Support Housing with Substance Use Disorder Treatment Providers, enhance perinatal and youth services to existing treatment contracts, and increase and enhance prevention services and administrative support.

Background:

The California Department of Health Care Services (DHCS) Behavioral Health Response and Rescue Project (BHRRP) was enacted to promote effective planning, monitoring, and oversight of efforts to deliver Substance Use Disorder (SUD) prevention, intervention, treatment, and recovery services, promote support for providers, maximize efficiency by leveraging the current infrastructure and capacity, and

address local SUD-related needs during the COVID-19 pandemic. BHRPP is funded by supplements to the Substance Abuse Prevention and Treatment Block Grant (SABG) and the Community Mental Health Services Block Grant (MHBG) awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA), with funding made available to SAMHSA through passage of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA).

On July 9, 2021, DHCS released the request for applications for the SABG supplemental funding with a due date of August 9, 2021. Due to the time constraints HSA was unable to request Board approval prior to the submission deadline. On January 12, 2022, DHCS notified HSA that the CRRSA/ARPA grant funds were awarded in the combined amount of \$1,845,689 for the period July 1, 2021 to June 30, 2025. Grant recipients are expected to use available funding to recruit, hire, and train personnel to leverage and enhance services, respond to community needs, and address identified gaps in services over the performance period, including hiring personnel to build capacity to address behavioral health priorities deriving from both community need and COVID-19.

Due to the stresses of the pandemic on mental health and people's financial situation, the impact of the COVID-19 pandemic has greatly increased the need for direct prevention, treatment, and recovery services, in person and virtually, for both youth and adults and consequently, administrative support. Providers have not been able to keep up with the needs on their own and the County is being looked at to provide guidance, cohesion, and monitoring. Additionally, in Santa Cruz County, there are many individuals that seek treatment but are also housing insecure, so treatment alone is insufficient without stabilizing their housing situation during recovery.

Analysis

To address the issues noted above, HSA's Behavioral Health Services Division (Behavioral Health) proposes to concentrate the CRRSAA and ARPA supplemental funding in three (3) areas relating to Prevention and Treatment:

1. Prevention: To improve operating efficiency to better respond to community services needs and emerge stronger and better equipped to meet future challenges and address immediate gaps in services;
2. Treatment: To provide a continuum of services from residential treatment and outpatient programs that addresses the challenges with housing insecurities; and
3. Treatment: To supplement existing services for at risk youth.

Prevention:

HSA prevention funding will be utilized to develop and implement strategies to expand programming and enhance quality of existing Friday Night Live (FNL) and Community Prevention Partners (CPP) services, improve operating efficiency, ensure fidelity to evidenced based practices, and identify and support training, technical assistance and professional development needs of staff, youth and contractors. FNL youth development prevention services will be expanded to additional school and community-based sites, focus on workforce development, and build stronger partnership and collaboration between FNL youth and CPP coalition efforts.

County staff will support CPP volunteer chairs, community members and partners in the coordination and implementation of CPP goals and objectives, including meeting and event logistics, outreach, recruitment and onboarding of new members, data collection and analysis, and coordination of strategic planning efforts. County staff will provide expertise in management of grant funding as it relates to specific regulatory requirements, staff management, training, program fidelity and budgetary monitoring across multiple providers, along with centralized oversight, training and monitoring of various prevention grants that include the CRRSAA, ARPA, SABG, Proposition 64 grant, Office of Traffic (OTS) grant and California FNL grants.

Contractors will be utilized to support program implementation including: the development of a state certified Responsible Beverage Service and Sales training and training of trainers module for alcohol enforcement officers in all local law enforcement jurisdictions, county staff and contractors; social norms messaging related to substance use, stigma and policy education via social media; translation of all materials and messaging in Spanish; and youth and adult partnership training and capacity building around community organizing and evidenced based policy implementation strategies.

Treatment:

The CRRSAA/ARPA funds will support forthcoming contracts between Substance Use Disorder Services (SUDS) and Janus of Santa Cruz (Janus) to provide a continuum of care to help bridge the gap between treatment and housing. SUDS will contract with Janus to start a formal aftercare program for women to continue from residential to outpatient services. Janus currently provides perinatal residential services to women throughout Santa Cruz County. The goal of the program will be to provide a stepdown level of care to strengthen client-OB/GYN relationships through partnership outreach with training components for Medical Doctors (MDs); enhance the Narcotic Treatment Program (NTP) with outpatient doctor visits; and re-introduce a rapid re-entry detox program for perinatal clientele when needed. It will also support expansion of current services provided to perinatal clientele for referrals, case management, peer support, Intensive Outpatient Treatment, Outpatient Treatment, NTP, residential detoxification and recovery, and community outreach.

Additionally, SUDS will contract with Janus to provide a supportive housing model to serve 10-12 men that are currently enrolled in or have just completed SUD treatment. The supportive housing model will serve as a stable environment while participants develop life skills and receive clinical support through a substance use provider. The additional funding request defined supportive housing as a transitional or permanent housing model that meets guidelines for alcohol-and-drug free housing (ADFC) for individuals in a verifiable program of recovery. Program participants will be connected to peers and clinical staff who provide recovery focused services with the goal of achieving recovery, employment, income, and stable housing.

As outlined in the housing model, peer services will be a major component to the success of this program. The peer will work side-by-side with the clinical staff in assisting the client with emotional and recovery support to maintain long-term sobriety. This model and philosophy are based on and incorporate Recovery Oriented System of Care (ROSC) principles as defined by SAMHSA. These principles identify the importance of person-centered services by offering choice that is based on a person's

strengths and resilience while providing social support and community connection and attending to a person's overall health and wellness over time. Janus embodies these principles through integrated programs that demonstrate that recovery:

- Emerges from hope;
- Is person-driven;
- Occurs via many pathways;
- Is holistic;
- Is supported by peers and allies;
- Requires relationships and social networks;
- Is culturally based and influenced;
- Addresses trauma;
- Involves individual, family, and community strengths and responsibility; and
- Is based on respect.

The youth treatment funds will be used for two purposes: to implement a new Parent Engagement Project, a family systems approach to actively engage parents/guardians in the young person's care and to increase capacity of youth early intervention and youth outpatient services to clients that qualify for Medi-Cal under the Drug Med-Cal Organized Delivery System (DMC-ODS), as well as indigent persons who do not qualify for Medi-Cal, and to strengthen family intervention and support systems.

Behavioral Health's desired outcomes for this funding include:

- Enabling Agency, Divisional, and County leadership to address quality of existing services and unmet SUD Prevention, Treatment and Recovery needs and challenges;
- Enhancing and expanding services centering around community need to provide support to youth, parents, families, perinatal resources and after care, and recovery housing support;
- Using Peer mentoring to strengthen the clinical relationship by augmenting services that focus on pro-social support, resource sharing and relationship building;
- The new step-down housing program will focus specifically on individuals exiting detox or residential treatment, or an alternative to residential treatment for individuals connected to outpatient, or an intensive outpatient treatment. The goal for all targeted individuals receiving these services will be to add additional support to ensure continued engagement and completion of SUD treatment, develop natural community support and meaningful connections to a recovery community, obtain employment or benefits income, secure stable housing, and maintain long-term recovery. These services will incorporate the values of a ROSC and reflect the value of peer delivered, recovery oriented, community support services;
- To increase completion outcomes, and stability for vulnerable individuals with SUD;

- To increase retention rates by 40% in the intensive outpatient treatment program;
- 60% of the participants will obtain long-term permanent housing;
- 70% of the participants will obtain work including as an intern, volunteer, and other work opportunities;
- Enabling division leaders and managers to more quickly be able to implement grant objectives, manage administrative tasks associated with grants, and understand the status of grants and grant-funded contracts; and
- Reducing staff reports of overwhelm and burnout, and increasing retention.

Financial Impact

The CRRSAA/ARPA grant allocation with DHCS in the total amount of \$1,845,689, Contract No. 22R0335, spans FY 2021-22 through FY 2024-25.

The AUD-60 resolution accepts revenue in the amount of \$184,544 to the HSA Behavioral Health Budget in FY 2021-22 under accounts 364042/40988/H57305, 364012/40988/H57305, 364022/40988/H57306, 364042/40988/H57306, and 364012/40988/H57306.

No new County General Funds are needed nor requested.

Strategic Plan Elements

This item supports the following County Strategic Plan Elements:

1. A. Comprehensive Health & Safety: Health Equity
1. B. Comprehensive Health and Safety: Community Support
1. D. Comprehensive Health and Safety: Behavioral Health
6. A. Operational Excellence: Customer Experience
6. B. Operational Excellence: County Workforce

Submitted by:

Monica Morales, Director, Health Services Agency

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Notice of Grant Award Department of Health Care Services
- b Grant Information Worksheet California Department of Health Care Services
- c Resolution AUD60 Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act Funding



State of California—Health and Human Services Agency
 Department of Health Care Services



GAVIN NEWSOM
 GOVERNOR

#22R0335

January 12, 2022

Erik Riera
 Behavioral Health Director
 Santa Cruz County
 1400 Emeline Avenue
 Santa Cruz, CA 95060

Dear Mr. Riera:

The Department of Health Care Services (DHCS) has completed the review of your county's Behavioral Health Response and Rescue Project (BHRRP) Supplemental County Application for the Substance Abuse Prevention and Treatment Block Grant (SABG). All required documents have been received, and your application has been approved up to the maximum **Total Amount Approved** noted below. Your County may begin incurring costs up to that amount retroactively per the timelines denoted below.

**Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA)
 (July 1, 2021 through December 31, 2022)**

Funding Categories	Total Amount Available	Total Amount Requested	Total Amount Approved
Total Allocation	\$973,889.10	\$973,889.10	\$973,889.10
Primary Prevention Set-Aside	\$439,109.33	\$439,109.33	\$439,109.33
Friday Night Live Set-Aside	\$50,000.00	\$50,000.00	\$50,000.00
Perinatal Set-Aside	\$52,745.13	\$52,745.13	\$52,745.13
Adolescent/Youth Set-Aside	\$120,975.00	\$120,975.00	\$120,975.00
Recovery Housing Support	\$311,059.64	\$311,059.64	\$311,059.64

**American Rescue Plan Act (ARPA)
(September 1, 2021 through June 30, 2025)**

Funding Categories	Total Amount Available	Total Amount Requested	Total Amount Approved
Total Allocation	\$871,800.54	\$871,800.54	\$871,800.54
Discretionary Allocation	\$400,386.37	\$400,386.37	\$400,386.37
Primary Prevention Set-Aside	\$371,414.17	\$371,414.17	\$371,414.17
Friday Night Live Set-Aside	\$100,000.00	\$100,000.00	\$100,000.00

Please note, your County may be eligible to receive additional funding if it was requested during the application period. DHCS will be providing additional instructions once the final funding amount has been determined.

Should you have any questions, please contact the BHRRP team at BHRRP@dhcs.ca.gov.

Sincerely,



Waheeda Sabah, Section Chief
Contracts and Fiscal Section
Federal Grants Branch
Community Services Division
Department of Health Care Services

GRANT INFORMATION WORKSHEET

Proposal: PR000186

Project: PJ000116

Department: 36 Health Services Agency

Project Description:

Substance Abuse Prevention and Treatment Block Grant (SABG)
 Coronavirus Response and Relief Supplemental Appropriations Act
 (CRRSAA) and American Rescue Plan Act (ARPA)

Title of Grant: SABG Supplemental Funding	
Funding Agency: CA Department of Health Services	
Application Due Date: 08/09/2021	Number of Years Covered by Grant: 4.00
Other Involved Agencies:	
Other Involved County Departments:	

Project Budget:

Amount of Funding:	\$ 1,845,689.00	Salaries and Benefits:	\$ 0.00
County Match (amount of hard or soft match):	0.00	Services and Supplies:	0.00
Cash:	0.00	Fixed Assets:	0.00
In Kind/Other:	0.00	Other: Specify	1,845,689.00

Please include the following: A) Anticipated new county positions (number and classifications), B) Anticipated subcontractors (names and anticipated payment amounts), and C) List all facilities to be used or acquired.

The California Department of Health Care Services (DHCS) is making CRRSAA and ARPA funding available to counties to support certain activities required or recommended by the Substance Abuse and Mental Health Services Administration (SAMHSA). Through the Behavioral Health Response and Rescue Project, DHCS aims to improve access to behavioral health across the state. Supported activities include: Promote effective planning, monitoring, and oversight of efforts to deliver SUD prevention, intervention, treatment, and recovery services; Promote support for providers; Maximize efficiency by leveraging the current infrastructure and capacity; and Address local SUD-related needs during the COVID-19 pandemic.

A) No new county positions at this time; B) Janus of Santa Cruz, Pajaro Valley Prevention and Student Assistance (PVPSA); C) 1400 Emeline, 3rd floor, SUDS Prevention

Attachment: Grant Information Worksheet California Department of Health Care Services (11918 : Substance Abuse Prevention and Treatment

GRANT INFORMATION WORKSHEET

37.b

Proposal: PR000186

Project: PJ000116

Department: 36 Health Services Agency

Project Description:

Department Contact: Mary Chavez

Attachment: Grant Information Worksheet California Department of Health Care Services (11918 : Substance Abuse Prevention and Treatment

**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 \$ 184,544 ,
from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA) ,
for the Substance Use Disorder Services Treatment and Prevention 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 for 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 \$ 184,544 for the Substance Use Disorder Services Treatment and Prevention program.

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
364042	40988	H57305		111,802	FED-DRUG BLOCK GRANT
364012	40988	H57305		3,450	FED-DRUG BLOCK GRANT
364022	40988	H57306		30,588	FED-DRUG BLOCK GRANT
364042	40988	H57306		24,784	FED-DRUG BLOCK GRANT
364012	40988	H57306		13,920	FED-DRUG BLOCK GRANT

and that such funds be and are hereby appointed as follows:

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
364012	62381			17,370	PROFESSIONAL SERVICES
364022	51010			26,850	REGULAR PAY-EXTRA HELP
364022	62381			3,738	PROFESSIONAL SERVICES
364042	62381			136,586	PROFESSIONAL SERVICES

Attachment: Resolution AUD60 Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act Funding

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, _____ by the following vote (requires four-fifths vote for approval):

AYES:

NOES:

ABSENT:

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: DocuSigned by:
Jessica Randolph
42B41EE65D5549A *Jessica Randolph* Jessica Randolph for Date: 3/28/2022
Department Head

COUNTY ADMINISTRATIVE OFFICER / x / Recommended to Board
/ _____ / Not Recommended to Board

APPROVED AS TO FORM:
DocuSigned by:
John Nguyen
13427C9A75E0491...
Office of the County Counsel

APPROVED AS TO ACCOUNTING DETAIL:
DocuSigned by:
Christine Williams
A0BD043F7F86464... *Christine Williams*
Health Services Agency on behalf of
Auditor-Controller-Treasurer-Tax Collector

- Distribution:
- Auditor-Controller-Treasurer-Tax Collector
 - County Counsel
 - County Administrative Officer
 - Originating Department

Attachment: Resolution AUD60 Coronavirus Response and Relief Supplemental Appropriations Act and American Rescue Plan Act Funding

Certificate Of Completion

Envelope Id: 88C954739044480DB1078102A6CF2AF7
 Subject: Resolution AUD60 (11918) 4/12/22 BOS
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Mary Chavez
 701 Ocean Street
 Santa Cruz, CA 95060
 Mary.Chavez@santacruzcounty.us
 IP Address: 107.3.171.147

Record Tracking

Status: Original
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 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Mary Chavez
 Mary.Chavez@santacruzcounty.us
 Pool: FedRamp
 Pool: County of Santa Cruz

Location: DocuSign
 Location: DocuSign

Signer Events

Christine Williams
 christine.williams@santacruzcounty.us
 Chief of Fiscal Services
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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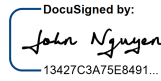
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 Signed: 3/28/2022 10:58:33 AM

Electronic Record and Signature Disclosure:

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John Nguyen
 John.Nguyen@santacruzcounty.us
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:

Accepted: 3/28/2022 11:11:14 AM
 ID: 40e6d019-4383-400f-9b35-0bea1a234d3a

Sven Stafford
 Sven.Stafford@santacruzcounty.us
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 73.170.156.8

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Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 8:43:41 AM
 ID: b7db2746-459c-4496-be05-fd73af9c817c

Jessica Randolph
 jessica.randolph@santacruzcounty.us
 Director of Admin Services
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2022 3:51:33 PM
Certified Delivered	Security Checked	3/28/2022 12:47:17 PM
Signing Complete	Security Checked	3/28/2022 12:47:36 PM
Completed	Security Checked	3/28/2022 12:47:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Health Services Agency: Behavioral Health Division
(831) 454-4000

Subject: Amendment to Expenditure Agreement with Pajaro Valley
Prevention and Student Assistance, Inc.

Meeting Date: April 12, 2022

Recommended Action:

Approve Amendment No. 1 to an expenditure agreement with Pajaro Valley Prevention and Student Assistance, Inc., Contract No. 22H3106, reducing the contract amount by \$31,374 for a new contract maximum of \$1,453,576, to adjust compensation commensurate with services provided and the per unit of service rate for mental health services, and authorize the Health Services Agency Director or designee to sign.

Executive Summary

The Health Services Agency (HSA) requests approval of an amendment to an ongoing expenditure agreement with Pajaro Valley Prevention and Student Assistance, Inc. (PVPSA) for provision of behavioral health services to youth in South County. Personnel and COVID-19 issues have notably hindered the ability of PVPSA to perform the outpatient services described in their existing scope of work. This amendment allows for an adjustment to the per unit of service (UOS) rate for the contracted services for the last half of the fiscal year to reflect the reduced unit production and allows for a more accurate record of service delivery, billing, and cost reporting.

Background

HSA has maintained an ongoing contract with PVPSA for behavioral health services for youth in South County for many years. This agreement was approved as part of the Fiscal Year (FY) 2021-22 Continuing Agreements List (CAL) for a contract maximum of \$1,484,950. Due to staffing retention issues, PVPSA have lost on average two (2) months of billing per staff member as new staff are trained and transitioned to take on clients. Consequently, for the first half of FY 2021-22 UOS production was only about half of the contracted amount, all the while absorbing the personnel costs of the new hires during their training phase. In addition to that, PVPSA increased its salary schedule in an effort to recruit new employees and retain as many existing employees as possible. Along with the personnel issues, productivity was adversely affected to a great degree because of the impacts of COVID-19 on PVPSA personnel and the clients they serve.

Analysis

This amendment allows for an adjustment to the per unit of service rate for the contracted services with PVPSA for the 3rd and 4th quarters of FY 2021-22 to reflect the decreased outpatient unit production in these programs due to personnel issues and COVID-19 restrictions and allows for a more accurate record of service delivery, billing,

and cost reporting. This amendment does not alter the Service Measurements for this agreement.

Financial Impact

Amendment No. 1 to Contract No. 22H3106 decreases the Contract Maximum amount by \$31,374 under account 363114/ 62367 for a new contract maximum of \$1,453,576. No new County General Funds are needed nor requested.

Strategic Plan Element

1.D (Comprehensive Health & Safety: Behavioral Health) - The contract with PVPSA provides a variety of services to assist youth in overcoming behavioral health issues and this amendment ensures the continuation of these vital services during these challenging times.

Submitted by:

Monica Morales, Director, Health Services Agency

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

a Amendment 22H3106 Pajaro Valley Prevention and Student Assistance, Inc.
(eSign)

Contractor: Pajaro Valley Prevention and Student Assistance, Inc. (PVPSA)

Contract: 22H3106

**COUNTY OF SANTA CRUZ
AMENDMENT NO. 1 TO AGREEMENT**

The parties hereto agree to amend that certain above Agreement dated July 1, 2021, by the changes as follows:

1. Agreement Cover Sheet

The amount in Suffix 01 and Total Contract Amount is reduced from \$1,484,950 to \$1,453,576.


2. Exhibit B- Payment, Budget, and Fiscal Provisions

Delete existing Exhibit B - Budget, Fiscal, and Payment Provisions, Contract No. 3106, and replace with Amended Exhibit B - Budget, Fiscal, and Payment Provisions, Contract No. 3106.

All other provisions of said Agreement, except those mentioned above, shall remain the same and in full force and effect. In the event of a conflict between the provision of this First Amendment and the original Agreement, the provisions of this First Amendment shall govern.

CONTRACTOR

COUNTY OF SANTA CRUZ


DocuSigned by:
By: 
Erica Padilla-Chavez, Executive Director
PVPSA

By: _____
Monica Morales, HSA Director
Health Services Agency

Date: 3/28/2022

Date: _____

Approved as to form:

DocuSigned by:
By: 
Office of the County Counsel

DocuSigned by:
By: 
Risk Management

Date: 3/28/2022

Date: 3/28/2022

Attachment: Amendment 22H3106 Pajaro Valley Prevention and Student Assistance, Inc. (eSign) (12371 : Amendment to Expenditure

Contractor: PVPSA

Agreement No: 3106, Amendment No. 1

COUNTY OF SANTA CRUZ**AMENDED EXHIBIT B – Budget, Fiscal and Payment Provisions****Compensation**

In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR One Million Four Hundred Fifty-Three Thousand Five Hundred Seventy-Six Dollars (\$1,453,576). This compensation includes any and all reimbursements due to the CONTRACTOR for duties performed pursuant to this Agreement as requested by the COUNTY, including reimbursement for materials needed to perform these services. The total contract compensation is not to exceed One Million Four Hundred Fifty-Three Thousand Five Hundred Seventy-Six Dollars (\$1,453,576).

Payment Terms

1. CONTRACTOR will bill in the format and in the manner required by COUNTY. COUNTY will pay CONTRACTOR within thirty (30) days of receipt of an approved invoice.
2. CONTRACTOR shall invoice COUNTY in arrears on a monthly basis a fixed payment amount up to 1/12th of the contract maximum amount. CONTRACTOR shall submit back-up documentation, including monthly program expense detail, along with a reconciliation of fixed payment received to CONTRACTOR's actual costs by the 15th of following month.
3. For the fiscal year beginning July 1, 2021, and ending June 30, 2022, COUNTY agrees to pay CONTRACTOR monthly, in arrears, up to the following amounts:

Part 01:

One Hundred Twenty Thousand Nine Hundred Eighty-Seven Dollars (\$120,987) for each month of July 2021 through December 2021.

One Hundred Eighty Thousand Six Hundred Sixty-Two Dollars (\$180,662) for each month of January 2022 through May 2022.

One Hundred Eighty Thousand Six Hundred Sixty-Six Dollars (\$180,666) for the month of June 2022.

Additional Payment, Budget, and Fiscal Provisions:

1. Other financial provisions of this Agreement are stated in Exhibit B1, which is attached hereto and incorporated into this Agreement by this reference including cost settlement of fixed payments.
2. Per Exhibit B1, Section 3.B.1.b., CONTRACTOR shall not receive reimbursement for any units of service delivered to indigent clients.
3. In the event that CONTRACTOR receives proceeds from the Paycheck Protection Program or any other relief program designed to provide economic relief to small businesses and certain other entities that have been adversely impacted by the COVID-19 pandemic,

Contractor: PVPSA

Agreement No: 3106, Amendment No. 1

CONTRACTOR shall inform COUNTY of such activity within one (1) business day, at which time the relief funds received by CONTRACTOR will be taken into consideration for the purpose of adjusting the amount of funding COUNTY will provide to CONTRACTOR for the program into which the funds have been received. CONTRACTOR will also include any relief funds received as part of the annual cost report submission described in Exhibit B1.

Failure to provide this information to the COUNTY shall be considered a breach of the Agreement and may, at the discretion of the COUNTY, result in a suspension of payments and/or termination of the Agreement until the CONTRACTOR comes into full compliance with these terms and conditions.

Attachment: Amendment 22H3106 Pajaro Valley Prevention and Student Assistance, Inc. (eSign) (12371 : Amendment to Expenditure

LEGAL ENTITY: 00656 Pajaro Valley Prevention and Student Assistance
 PROGRAM NAME: EPSDT PVPSA
 GL Key, Code: 363114/62367

FISCAL YEAR: 2021/2022
 CONTRACT #: 22H-3106-01
 DATE: 03/09/22
AMENDMENT NO. 1

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
AMENDED EXHIBIT B

PROGRAM COMPONENT PROVIDER #	CONTRACT TOTAL	Jul - Dec	Jan - Jun				
		PVPSA 44A3/44CB/44DZ	PVPSA 44A3/44CB/44DZ				
PROGRAM NAME		PV-PVP	PV-PVP				
MODE		PV-PVPSA	PV-PVPSA				
SERVICE FUNCTION		PV-PVPOUT	PV-PVPOUT				
CONTRACTOR'S COSTS	1,453,576	15	15				
REVENUES		01-70	01-70				
GRANTS		369,600	1,083,976				
PATIENT FEES							
PATIENT INSURANCE							
OTHER							
TOTAL REVENUES							
NET CONTRACT AMOUNT	1,453,576	369,600	1,083,976				
FUNDING SOURCES							
MEDI-CAL / HF FFP	726,788	184,800	541,988				
EPSDT REALIGNMENT	383,252	97,449	285,803				
REALIGNMENT	19,168	4,874	14,294				
CGF (COMMUNITY PROGAMS)	11,136	2,832	8,304				
MHSA CSS	119,521	30,390	89,131				
PROBATION MATCH	30,000	7,628	22,372				
PVUSD EPSDT MATCH	148,711	37,813	110,898				
OTHER - WATSONVILLE PD MATCH, 50%	15,000	3,814	11,186				
	1,453,576	369,600	1,083,976				
UNIT COST CALCULATION							
CONTRACTOR'S COSTS	1,453,576	369,600	1,083,976				
COUNTY'S DIRECT COSTS	210,769	53,592	157,177				
TOTAL DIRECT COSTS	1,664,345	423,192	1,241,153				
CONTRACT UNITS OF SERVICE		144,375	223,618				
COST PER UNIT - TOTAL		2.931	5.550				
CONTRACT COST PER UNIT		2.560	4.847				
COUNTY COST PER UNIT		0.37	0.70				
REIMBURSEMENT TYPE		COST MAX	COST MAX				
MAXIMUM COST PER UNIT		2.598	4.920				
CONTRACT UNITS		144,375	223,618				
CONTRACT MEDI-CAL UNITS		144,375	223,618				
CONTRACT MEDI-CAL %		100.0%	100.0%				
CONTRACT INDIGENT UNITS		0	0				
CONTRACT INDIGENT UNITS %							
CONTRACT MAXIMUM INDIGENT UNITS		0	0				

For all services, reimbursement is subject to LIMITATIONS as specified in the Exhibit B1 Provisions.

Attachment: Amendment 22H3106 Pajaro Valley Prevention and Student Assistance, Inc. (eSign) (12371 :

Certificate Of Completion

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 Mary Chavez
 701 Ocean Street
 Santa Cruz, CA 95060
 Mary.Chavez@santacruzcounty.us
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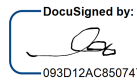
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 Mary.Chavez@santacruzcounty.us
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 Pool: County of Santa Cruz
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 Location: DocuSign

Signer Events

Erica Padilla-Chavez
 epadillachavez@pvpsa.org
 CEO
 Security Level: Email, Account Authentication
 (None)

Signature

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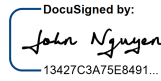
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John Nguyen
 John.Nguyen@santacruzcounty.us
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Enrique Sahagun
 Enrique.Sahagun@santacruzcounty.us
 Risk Manager
 County of Santa Cruz
 Security Level: Email, Account Authentication
 (None)

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 County of Santa Cruz
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Jessica Randolph

jessica.randolph@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Michael McLay

Michael.McLay@santacruzcounty.us

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**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Health Services Agency: Environmental Health Division
(831) 454-4000

Subject: Amendment to Expenditure Agreement with Accela

Meeting Date: April 12, 2022

Recommended Action:

Approve Amendment No. 2 to expenditure agreement with Accela Inc., Contract No. 22H3000, to increase by \$2,144 to purchase seven remote software licenses, revise provisions related to pricing and optional additional services, and authorize the Health Services Agency Director or designee to sign.

Executive Summary

The Health Services Agency (HSA) requests Board approval to amend an expenditure agreement with Accela, Inc (Accela). The amendment modifies Appendix A- Payment Table for License and Support Fees to add the purchase of seven (7) additional remote software licenses in the amount of \$2,144.

Background

Accela is a San Ramon company that develops Envision-Connect software. Envision-Connect provides a computer platform to manage HSA Environmental Health Division's regulatory programs within a consolidated database that tracks permits, violations, fees, and staff time. The Environmental Health Division (Environmental Health) has successfully worked with Accela since 2002.

On January 24, 2017, the Board approved a five-year expenditure agreement with Accela, Contract No. 17H3000. The agreement provided for 31 software licenses, including six (6) remote software licenses. It is necessary to purchase seven (7) additional remote software licenses to maintain Environmental Health's current software system service levels, including licenses, hosting, and related maintenance.

This agreement was approved as part of the Fiscal Year (FY) 2021-22 Continuing Agreements List (CAL). Amendment No. 2 modifies the Payment Table for License and Support Fees in Exhibit A to reflect monthly costs for the additional licenses between February 2022 to June 2022 in the total amount of \$2,144.

Analysis

Board approval of the amendment is requested to update the agreement for current rates and language related to the purchase of additional remote software licenses. The amendment allows Environmental Health to maintain their current software system service levels regarding their licensing.

Financial Impact

Amendment No. 2 to Contract No. 22H3000 increases the encumbrance amount by

\$2,144, for a new fiscal year total of \$51,116, and is budgeted under account 367100/62381. No new County General Funds are needed nor requested.

Strategic Plan Element

6A (Operational Excellence: Customer Experience)

This amendment will allow HSA to support and strengthen efforts to improve customer service.

Submitted by:

Monica Morales, Director, Health Services Agency

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Amendment 22H3000 Accela, Inc. (eSign)

Contractor: Accela

Agreement Number: 17H3000

COUNTY OF SANTA CRUZ

AMENDMENT NO. 2 TO AGREEMENT

The parties hereto agree to amend that certain above Agreement dated January 25, 2017, by the changes set forth below:

1. Exhibit A- Payment Table

"Payment Table for License and Support Fees" in Appendix A on Page 16 of 42 shall add the following table:

Payment Table for License and Support Fees for February 2022 to June 2022:

Date	Payment No.	Qty - Additional Remote Software Licenses	Additional Monthly Payment for Additional Remote Software Licenses
February 2022	1	7	\$428.98
March 2022	2	7	\$428.98
April 2022	3	7	\$428.98
May 2022	4	7	\$428.98
June 2022	5	7	\$428.99

All other provisions of said Agreement, excepting those mentioned above, shall remain the same and in full force and effect. In the event of a conflict between the provision of this Second Amendment, the First Amendment, and the original Agreement, the provisions of this Second Amendment shall govern.

CONTRACTOR

COUNTY OF SANTA CRUZ

By: DocuSigned by: Aaron Haggarty
A04499D928344D8...
 Accela

By: _____
 Mónica Morales, Director
 Health Services Agency

Date: 3/10/2022

Date: _____

Approved as to Form:

Approved as to Insurance:

By: DocuSigned by: John Nguyen
13427C3A75E8491...
 Office of the County Counsel

By: DocuSigned by: Enrique Salazar
F88BB4ED4F14445...
 Risk Management

Date: 3/18/2022

Date: 3/20/2022

Attachment: Amendment 22H3000 Accela, Inc. (eSign) (12342 : Amendment to Expenditure Agreement with Accela)

Certificate Of Completion

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	Suite 500
	San Ramon, CA 94583
	msharifi@accela.com
	IP Address: 76.14.56.174

Record Tracking

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Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

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Electronic Record and Signature Disclosure:
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Caitlin Carter ccarter@accela.com Jr. Renewal Account Manager Accela	COPIED	Sent: 3/10/2022 5:33:55 PM
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Attachment: Amendment 22H3000 Accela, Inc. (eSign) (12342 : Amendment to Expenditure Agreement with Accela)

Carbon Copy Events**Status****Timestamp**

Kyle Bockwoldt

kbockwoldt@accela.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

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Security Checked

3/10/2022 5:33:46 PM

Signing Complete

Security Checked

3/10/2022 5:33:53 PM

Completed

Security Checked

3/10/2022 5:33:55 PM

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 Mary Chavez
 701 Ocean Street
 Santa Cruz, CA 95060
 Mary.Chavez@santacruzcounty.us
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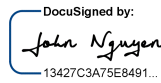
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 Mary.Chavez@santacruzcounty.us
 Pool: FedRamp
 Pool: County of Santa Cruz

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Signer Events

John Nguyen
 John.Nguyen@santacruzcounty.us
 Security Level: Email, Account Authentication
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Signature

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Enrique Sahagun
 Enrique.Sahagun@santacruzcounty.us
 Risk Manager
 County of Santa Cruz
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 CBD.eSignature@santacruzcounty.us
 County of Santa Cruz
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Jessica Randolph
 jessica.randolph@santacruzcounty.us
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Attachment: Amendment 22H3000 Accela, Inc. (eSign) (12342 : Amendment to Expenditure Agreement with Accela)

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County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Human Services Department: Family and Children's Services Division

(831) 454-4130

Subject: Purchase of Two Vehicles for Family & Children's Services

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Approve the fixed asset purchase of two vehicles for Family & Children's Services; and
- 2) Authorize the transfer of appropriations within the Human Services Department and adopt resolution to transfer \$100,000 to the General Services Department - Fleet Division; and
- 3) Authorize the General Services Department to take the necessary steps to procure the vehicles.

Executive Summary

Board approval is requested for the Human Services Department (HSD) to purchase two sport utility vehicles for child welfare visits and placement in the Family & Children's Services (FCS) division of the Human Services Department. General Services (GSD) will procure the vehicles on behalf of HSD.

Background

HSD has hybrid sedans that were purchased in 2016 that are used by Social Workers for child welfare checks and to transport children for placement, however the vehicles are not sufficient for travel to mountainous and remote areas of the County. FCS staff will utilize their own vehicles at times, but it is not ideal to transport children in an employee's personal vehicle. The division is requesting two sport-utility vehicles to address this need.

Analysis

In addition to FCS staff using their personal vehicles, an additional option is to rent a vehicle from the GSD Pool. However, the GSD pool does not contain SUVs and the decision to remove a child from the home may happen unexpectedly during a routine welfare check. Purchasing the vehicles is in the best interest of the department and the children and families the department serves.

Financial Impact:

The total amount of the two vehicles is not expected to exceed \$100,000. No new General Funds are requested for this purchase. The financing source is a Child Welfare Services augmentation from 2011 Realignment that was received in this fiscal year.

Both an AUD-60 and AUD-74 are required to facilitate the appropriation transfers as GSD Fleet is an Internal Service Fund.

Strategic Plan Element(s)

1.B (Comprehensive Health & Safety: Community Support)

6.C (Operational Excellence: County Infrastructure)

Purchasing the two vehicles will assist Family & Children's Services in fulfilling the mandate to ensure the health and safety of children.

Submitted by:

Randy Morris, Human Services Director

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Resolution AUD-60 FCS to GSD - DocuSigned with Certifications
- b AUD-74 FCS - DocuSigned with Certifications
- c Quote - Ford Explorer
- d Quote - Bronco

**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 \$ 100,000 ,
from the Human Services Department ,
for the Child Welfare Services 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 for 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 \$ 100,000 for the Child Welfare Services program.

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
333540	42462			100,000	Operating Transfer In

and that such funds be and are hereby appointed as follows:

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
333540	86209			100,000	Mobile Equipment

Attachment: Resolution AUD-60 FCS to GSD - DocuSigned with Certifications [Revision 1] (12374 : Purchase of Two Vehicles for Family &

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, _____ by the following vote (requires four-fifths vote for approval):

AYES:

NOES:

ABSENT:

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: DocuSigned by:
Carol Johnson
EC12BB19D82249E
Department Head

Date: 3/22/2022

COUNTY ADMINISTRATIVE OFFICER / X / Recommended to Board
/ _____ / Not Recommended to Board

APPROVED AS TO FORM:
DocuSigned by:
Lily Marquez
1352720084A0480...
Office of the County Counsel 3/22/2022 AMS #12374

APPROVED AS TO ACCOUNTING DETAIL:
DocuSigned by:
Tanara Dutton
E13495B117A0409...
Human Services Department on behalf of Auditor-Controller-Treasurer-Tax Collector 3/22/2022 AMS #12374

- Distribution:
- Auditor-Controller-Treasurer-Tax Collector
 - County Counsel
 - County Administrative Officer
 - Originating Department

Attachment: Resolution AUD-60 FCS to GSD - DocuSigned with Certifications [Revision 1] (12374 : Purchase of Two Vehicles for Family &

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 701 Ocean Street
 Santa Cruz, CA 95060
 Trish.Daniels@santacruzcounty.us
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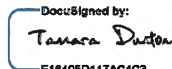
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 Trish.Daniels@santacruzcounty.us
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 Pool: County of Santa Cruz

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Signer Events

Tamara Dunton
 Tamara.Dunton@santacruzcounty.us
 County of Santa Cruz
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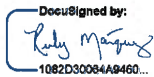
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Ruby Marquez
 ruby.marquez@santacruzcounty.us
 Santa Cruz County Counsel's Office
 Security Level: Email, Account Authentication
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Carol Johnson
 Carol.Johnson@santacruzcounty.us
 Dep Dir
 County of Santa Cruz
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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Electronic Record and Signature Disclosure		

Attachment: Resolution AUD-60 FCS to GSD - DocuSigned with Certifications [Revision 1] (12374 : Purchase of Two Vehicles for Family &

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

COUNTY OF SANTA CRUZ
 REQUEST FOR TRANSFER OR REVISION
 OF BUDGET APPROPRIATIONS AND / OR FUNDS

Department: Human Services Dept
 Fund Number: 10110
 To: Board of Supervisors
 Requires 4/5 vote: No

Date: March 17, 2022

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 2022

AUDITOR-CONTROLLER USE ONLY			
Document #:	_____		
Description:	_____ / _____ / _____	#	_____
	Board Name	Agenda Date (mm/dd/yy)	Item No.
Entered by:	_____	Date:	_____

		GL Key	GL Object	JL Key	JL Object	Amount	Account Description
TRANSFER	To	392100	90000			100,000	OPERATING TRANSFERS OUT
	From	392100	62381			100,000	PROF & SPECIAL SERV-OTHER

Explanation:

The fixed asset purchase of two vehicles for Family and Children's Services division of the Human Services Department. This transfer will enable the Human Services Department to transfer the funds to the General Services Department to make the purchase.

Name: Tamara Dunton Title: Accountant III Date: 03/17/2022

Auditor-Controller's Action: I hereby certify that the unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated Human Services Department on behalf of Auditor-Controller, by Ted Morton, Deputy Date: 3/18/2022

Administrative Officer's Action: () Recommended to board () Approved () Not Recommended or Approved
 Administrative Officer: [Signature] Date: 3/28/2022

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 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 _____ 20 ____, by _____, Deputy Clerk

Attachment: AUD-74 FCS - DocuSigned with Certifications [Revision 1] (12374 : Purchase of Two Vehicles for Family & Children's Services)

Certificate Of Completion

Envelope Id: 09DC6759F96349158484FC2931B096A2	Status: Completed
Subject: Please DocuSign: AUD74 FCS Vehicle Purchase.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Trish Daniels
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Trish.Daniels@santacruzcounty.us
	IP Address: 66.215.123.117

Record Tracking

Status: Original	Holder: Trish Daniels	Location: DocuSign
3/18/2022 3:11:57 PM	Trish.Daniels@santacruzcounty.us	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Ted Morton
 Ted.Morton@santacruzcounty.us
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 34F3748F34E7409...
 Signature Adoption: Pre-selected Style
 Using IP Address: 63.194.190.100

Timestamp

Sent: 3/18/2022 3:13:10 PM
 Viewed: 3/18/2022 4:05:44 PM
 Signed: 3/18/2022 4:05:52 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 5:07:04 PM
 ID: 03049777-1a96-416a-a03e-19165c736c0d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2022 3:13:10 PM
Certified Delivered	Security Checked	3/18/2022 4:05:44 PM
Signing Complete	Security Checked	3/18/2022 4:05:52 PM
Completed	Security Checked	3/18/2022 4:05:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Ag Commissioner: Mosquito and Vector Control
(831) 454-2590

Subject: 2022-23 Mosquito Control Assessment - Rate Reports

Meeting Date: April 12, 2022

Recommended Actions:

- 1) Adopt a resolution confirming the established benefit assessments/service charges for South County Mosquito and Disease Control County Service Area (CSA) 53S and North County Mosquito and Disease Control CSA 53N for Fiscal Year 2022-23;
- 2) Adopt a resolution setting a public hearing for May 10, 2022, on the proposed Fiscal Year 2022-23 South County CSA 53, CSA 53S and North County CSA 53N benefit assessment rate reports; and
- 3) Direct the Clerk of the Board to publish the notice of public hearing once a week for two weeks.

Executive Summary

Annually, the Board approves assessment rates for various CSAs to be placed on the tax roll the following fiscal year. The attached resolutions for the South County Mosquito and Disease Control (CSA 53S) and North County Mosquito and Disease Control (CSA 53N) are based on the previously approved rates.

Background

Pursuant to Santa Cruz County Code Section 4.26, the Agricultural Commissioner annually computes the benefit assessment rates proposed to be made for the services provided by CSA 53, and submits a report describing each parcel of real property receiving the special benefit and the amount of the proposed charge for each parcel receiving services for the forthcoming fiscal year to the Board of Supervisors.

Analysis

The CSA 53S and CSA 53N rates are increasing by the 3 percent Consumer Price Index. The assessment rate for CSA 53 remains at the same rate as in previous years (Attachment A). Rates and adjustments are in conformance with the previously approved engineer's reports approved by the voters for these districts.

As part of the annual proceedings for CSAs 53, 53S and 53N, the Board must set a public hearing, notice the hearing and consider objections and protest, if any, to the data included in the assessment rate report. Once the Board has approved today's actions, the Agricultural Commissioner will place the benefit assessment rate reports on file with the Clerk of the Board, on or before April 25, 2022. These reports, detailing

the Assessor's parcel number and the amount of the benefit assessment rate, will allow for public review for two weeks prior to the proposed May 10, 2022, public hearing. As in prior years, the rate reports must be approved by the Board and forwarded to the Auditor-Controller by August 10, 2022, in order to be included on the 2022-23 property tax assessment roll.

Financial Impact

The recommended benefit assessment rates are expected to generate \$1,586,707 in Fiscal Year 2022-23 for operational use for the Mosquito Abatement/Vector Control Division of the Agricultural Commissioner's Office. Revenues are slated to be budgeted in FY2022-23 (Accounted for in GL Keys 130320/42024, 130320/42029 and 130321/42047).

Strategic Plan Elements

- 1.A (Comprehensive Health & Safety: Health Equity)
- 4.A (Sustainable Environment: Outdoor Experience)
- 6.A (County Operational Excellence: Customer Experience)

The County's Mosquito and Vector Control Program provides our community with information, education and protection from public health pests and the diseases they can transmit. Responsible management of mosquitoes provides our citizens with an enhanced enjoyable outdoor experience.

Submitted by:

Juan Hidalgo, Agricultural Commissioner

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Assessment Rates for County Service Area No. 53, 53S, 53N 2022&2023
- b Notice of Public Hearing Benefit Assessment Rates 2022-2023
- c Resolution Confirming Assess for 4-12-22_AMS12360 (eSigned)
- d Resolution Setting Hearing-All Levies for 4-12-22_AMS 12360 (eSigned)

**ASSESSMENT RATES FOR COUNTY SERVICE AREA NO. 53, CSA 53S and
CSA 53N SANTA CRUZ COUNTY MOSQUITO AND VECTOR CONTROL**

SOUTH COUNTY

Supervisory District: Portions of 2 and 4, City of Watsonville

Mosquito Abatement / Vector Control Assessment CSA No. 53 (original, 1993)

Property Type	2021/22Rate \$ Per Year	Proposed 2022/23 Rate \$ Per Year
Residential Use		
Single Family Residence / Mobile Homes w / Land	\$11.59	same
Multiple Residential (2-4 units)	\$15.42	same
Multiple Residential (5 or more units)	\$46.38	same
Mobile Home Parks	\$46.38	same
Recreational Use	\$16.70	same
Commercial / Institutional Use	\$14.15	same
Agricultural Use	\$11.59	same
Vacant Land	\$ 5.80	same

Mosquito and Disease Control Assessment CSA No. 53S (supplemental, passed 2004)

Property Type	2021/22 Rate \$ per year	*Proposed 2022/23 Rate \$ per year	Rate Factor
Single Family Residential (x) / Institutional	\$11.60	\$11.94	per Parcel
Multi-Family 2-4 units, duplex, triplex, fourplex	\$4.60	\$4.74	per Residential Unit
Condominium / Vacant	\$5.80	\$5.96	per Parcel
Mobilehome	\$2.66	\$2.74	per Mobilehome
Industrial / Commercial	\$5.80	\$5.96	per 0.2 Acre, 1 st 5 acres, 0.5xSFR Rate / acre additional Acreage
Office	\$16.50	\$17.00	per 0.2 Acre, 1 st 5 acres, 1.42xSFR Rate / acre additional Acreage
Auto Storage / Parking	\$0.22	\$0.22	per 0.2 Acre, 1 st 5 acres, 0.02xSFR Rate / acre additional Acreage
Apartments, 5+ Units	\$4.60	\$4.74	per residential unit up to 20 units / 0.10xSFR Rate per each additional unit
Agricultural Property	\$0.03	\$0.03	per 0.2 Acre, 1 st 5 acres, 0.002xSFR Rate / acre additional Acreages; plus 1xSFR Rate per home

* Reflects 3.0% Consumer Price Index increase

NORTH COUNTY

Supervisory District: 1 and portions of 2 and 4, 3, 5 and Cities of Scotts Valley, Capitola and Santa Cruz

Mosquito and Disease Control Assessment CSA No. 53N (passed 2005)

Property Type	2021/22 Rate Cost Per Year	*Proposed 2022/23 Rate, Cost Per Year	Rate Factor
Single Family Residential (x) / Institutional	\$17.10	\$17.62	Per Parcel
Multi-Family 2-4 units, duplex, triplex, fourplex	\$6.84	\$7.04	per residential unit
Condominium / Vacant	\$8.54	\$8.78	per Parcel
Mobilehome	\$3.92	\$4.04	per Mobilehome
Industrial / Commercial	\$8.54	\$8.80	per 0.2 Acre, 1 st 5 acres, 0.5xSFR Rate / acre additional acreage
Office / acre additional acreage	\$24.30	\$25.02	per 0.2 Acre, 1 st 5 acres, 1.42xSFR Rate / acre additional acreage
Auto Storage / Parking	\$0.34	\$0.34	per 0.2 Acre, 1 st 5 acres, 0.02xSFR Rate / acre additional Acreage
Apartments, 5+ Units	\$6.80	\$7.00	per residential unit up to 20 units / 0.10xSFR Rate per each additional unit
Agricultural Property	\$0.03	\$0.03	per 0.2 Acre, 1 st 5 acres, 0.002xSFR Rate / acre additional Acreages; plus 1xSFR Rate per home

* Reflects 3.0% Consumer Price Index increase

**NOTICE OF PUBLIC HEARING ON BENEFIT ASSESSMENT RATE REPORTS FOR
 COUNTY SERVICE AREA 53 SANTA CRUZ COUNTY MOSQUITO AND VECTOR
 CONTROL**

NOTICE IS HEREBY GIVEN that on Tuesday, May 10, 2022 during the morning agenda (which starts at 9:00 a.m.), in a meeting to be held remotely and in Board Chambers, Room 525, County Governmental Center, 701 Ocean Street, Santa Cruz, California, the Board of Supervisors will consider adoption of a resolution confirming the 2022-23 Benefit Assessment Rate reports, describing the services and listing the charges to be levied on each parcel by the County Service Area 53 Santa Cruz County Mosquito and Vector Control for the following service areas:

SOUTH COUNTY

Supervisorial District: Portions of 2 and 4, City of Watsonville

Mosquito Abatement / Vector Control Assessment CSA No. 53 (original, 1993)

Property Type	2021/22 Rate \$ Per Year	Proposed 2022/23 Rate \$ Per Year
Residential Use		
Single Family Residence / Mobile Homes w / Land	\$11.59	same
Multiple Residential (2-4 units)	\$15.42	same
Multiple Residential (5 or more units)	\$46.38	same
Mobile Home Parks	\$46.38	same
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Commercial / Institutional Use	\$14.15	same
Agricultural Use	\$11.59	same
Vacant Land	\$ 5.80	same

Mosquito and Disease Control Assessment CSA No. 53S (supplemental, passed 2004)

Property Type	2021/22 Rate \$ per year	*Proposed 2022/23 Rate \$ per year	Rate Factor
Single Family Residential / Institutional	\$11.60	\$11.94	per Parcel
Multi-Family 2-4 units, duplex, triplex, fourplex	\$4.60	\$4.74	per Residential Unit
Condominium / Vacant	\$5.80	\$5.96	per Parcel
Mobilehome	\$2.66	\$2.74	per Mobilehome
Industrial / Commercial	\$5.80	\$5.96	per 0.2 Acre, 1 st 5 acres, 0.5*SFR Rate / acre additional Acreage
Office	\$16.50	\$17.00	per 0.2 Acre, 1 st 5 acres, 1.42*SFR Rate / acre additional Acreage
Auto Storage / Parking	\$0.22	\$0.22	per 0.2 Acre, 1 st 5 acres, 0.02*SFR Rate / acre additional Acreage
Apartments, 5+ Units	\$4.60	\$4.74	per residential unit up to 20 units / 0.10*SFR Rate per each additional unit
Agricultural Property	\$0.03	\$0.03	per 0.2 Acre, 1 st 5 acres, 0.002*SFR Rate / acre additional Acreages; plus 1*SFR Rate per home

* Reflects 3.0% Consumer Price Index increase

NORTH COUNTY

Supervisory District: 1 and portions of 2 and 4, 3, 5 and Cities of Scotts Valley, Capitola and Santa Cruz

Mosquito and Disease Control Assessment CSA No. 53N (passed 2005)

Property Type	2021/22 Rate Cost Per Year	*Proposed 2022/23 Rate, Cost Per Year	Rate Factor
Single Family Residential / Institutional	\$17.10	\$17.62	Per Parcel
Multi-Family 2-4 units, duplex, triplex, fourplex	\$6.84	\$7.04	per residential unit
Condominium / Vacant	\$8.54	\$8.78	per Parcel
Mobilehome	\$3.92	\$4.04	per Mobilehome
Industrial / Commercial	\$8.54	\$8.80	per 0.2 Acre, 1 st 5 acres, 0.5*SFR Rate / acre additional acreage
Office / acre additional acreage	\$24.30	\$25.02	per 0.2 Acre, 1 st 5 acres, 1.42*SFR Rate / acre additional acreage
Auto Storage / Parking	\$0.34	\$0.34	per 0.2 Acre, 1 st 5 acres, 0.02*SFR Rate / acre additional Acreage
Apartments, 5+ Units	\$6.80	\$7.00	per residential unit up to 20 units / 0.10*SFR Rate per each additional unit
Agricultural Property	\$0.03	\$0.03	per 0.2 Acre, 1 st 5 acres, 0.002*SFR Rate / acre additional Acreages; plus 1*SFR Rate per home

* Reflects 3.0% Consumer Price Index increase

The Benefit Assessment Rate Reports will be available for public inspection on or before March 28, 2022, at www.agdept.com/mvc.html or at 701 Ocean Street, Room 500, Clerk of the Board of Supervisors. Notice is further given that at the time, date and place stated above, the Board of Supervisors shall hear and consider all objections or protests, if any, to the Reports. For questions related to the Reports, please call the Agricultural Commissioner's office (831) 454-2590.

Upon the conclusion of the Public Hearing on the above benefit assessments/service charges, the Board of Supervisors may adopt, revise, change, reduce, or modify the benefit assessments/rates report as needed.

The County of Santa Cruz does not discriminate 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 are a person with a disability and wish to attend this meeting and you require special assistance in order to participate, please contact the Clerk of the Board at (831) 454-2323 (TDD number (831) 454-2123) at least 72 hours in advance of the meeting in order to make arrangements. Persons with disabilities may request a copy of the agenda in an alternative format.

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

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 OF THE BOARD OF SUPERVISORS OF THE COUNTY
OF SANTA CRUZ CONFIRMING PREVIOUSLY ESTABLISHED
BENEFIT ASSESSMENTS FOR MOSQUITO AND DISEASE CONTROL,
MOSQUITO AND VECTOR CONTROL COUNTY SERVICE AREA 53**

BE IT RESOLVED by the Board of Supervisors of the County of Santa Cruz as follows:

Section 1. Benefit Assessments for parcels within the South County Mosquito and Disease Control Assessment (CSA No. 53S) and the North County Mosquito and Disease Control Assessment (CSA No. 53N) of the Mosquito and Vector Control CSA 53, for the 2022/2023 fiscal year and for each fiscal year thereafter unless increased by the Consumer Price Index, All Urban Consumers for the San Francisco/Oakland Metropolitan Area, or changed by Resolution of the Board adopted after any public hearing and proceedings required by law, shall be as follows:

South County Mosquito and Disease Control Assessment (CSA No. 53S, passed 2004)

<i>Property Type</i>	<i>Rate</i>	<i>Rate Factor</i>
Single Family Residential / Institutional	\$11.94	per Parcel
Multi-Family 2-4 units, duplex, triplex, fourplex	\$4.74	per residential unit
Condominium / Vacant	\$5.96	per Parcel
Mobilehome	\$2.74	per Mobilehome
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North County Mosquito and Disease Control Assessment (CSA No. 53N, passed 2005)

<i>Property Type</i>	<i>Rate</i>	<i>Rate Factor</i>
Single Family Residential / Institutional	\$17.62	per Parcel
Multi-Family 2-4 units, duplex, triplex, fourplex	\$7.04	per residential unit
Condominium / Vacant	\$8.78	per Parcel
Mobilehome	\$4.04	per Mobilehome
Industrial / Commercial	\$8.80	per 0.2 Acre, 1 st 5 acres, 0.5*SFR Rate / acre additional Acreage
Office	\$25.02	per 0.2 Acre, 1 st 5 acres, 1.42*SFR Rate / acre additional Acreage
Auto Storage / Parking	\$0.34	per 0.2 Acre, 1 st 5 acres, 0.02*SFR Rate / acre additional Acreage
Apartments, 5+ Units	\$7.00	per residential unit up to 20 units / 0.10*SFR Rate per each additional unit
Agricultural Property	\$0.03	per 0.2 Acre, 1 st 5 acres, 0.002*SFR Rate / acre additional Acreages; plus 1*SFR Rate per home

Section 2. Benefit Assessment Exemptions. Benefit Assessments will not be levied on parcels in the following categories:

1. Common Area Parcels;
2. Parcels with an assessed valuation of \$5,000.00 or less;
3. Unbuildable parcels as determined by Planning and Environmental Health regulations. It is the obligation of the parcel owner to provide documentation to verify that a parcel is unbuildable; and
4. Parcels used solely for, and dedicated to, providing private water supply to residential areas (well or tank sites).

Section 3. This resolution shall take effect July 1, 2022.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 12th day of April, 2022, by the following vote:

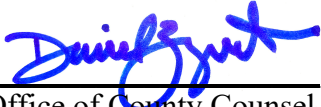
AYES: SUPERVISORS
 NOES: SUPERVISORS
 ABSENT: SUPERVISORS
 ABSTAIN: SUPERVISORS

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of the Board

Attachment: Resolution Confirming Assess for 4-12-22_AMS12360 (eSigned) (12360 : 2022-23 Mosquito Control Assessment - Rate Reports)

APPROVED AS TO FORM:



Office of County Counsel

Distribution:
Public Works
Auditor-Controller-Treasurer-Tax Collector
Agricultural Commissioner
County Council

Attachment: Resolution Confirming Assess for 4-12-22_AMS12360 (eSigned) (12360 : 2022-23 Mosquito Control Assessment - Rate Reports)

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 OF THE BOARD OF SUPERVISORS OF THE COUNTY
OF SANTA CRUZ SETTING PUBLIC HEARING ON BENEFIT
ASSESSMENT RATE REPORTS FOR CSA 53 MOSQUITO AND VECTOR
CONTROL**

WHEREAS, the Board of Supervisors has determined the nature, extent, and cost of the extended services to be provided through the Assessments known as the Mosquito Abatement / Vector Control Assessment (CSA No. 53), the South County Mosquito and Disease Control Assessment (CSA No. 53S) and the North County Mosquito and Disease Control Assessment (CSA No. 53N) for County Service Area 53, Mosquito and Vector Control, for the 2022/23 fiscal year; and

WHEREAS, the Agricultural Commissioner will prepare reports apportioning the total cost of such extended services to parcels within the above County Service Area in proportion to the estimated benefits to be received by each parcel; and

WHEREAS, on or before April 25, 2022, said reports will be placed on file with the Clerk of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that on Tuesday, May 10, 2022, during the morning agenda (which starts at 9:00 a.m.), held remotely and in the Board Chambers, Room 525, County Governmental Center, 701 Ocean Street, Santa Cruz, California, the Board of Supervisors will conduct a public hearing on the benefit assessment/rate reports of the benefit assessments/rates for County Service Area 53, Mosquito and Vector Control for the 2022/23 fiscal year.

BE IT FURTHER RESOLVED that at the time, date, and place above, the Board of Supervisors shall hear all objections or protests, if any, to the proposed assessments/rate reports.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors shall cause notice of the filing of the report and the time, date, and place of hearing 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 Santa Cruz County pursuant to Government Code Section 6066 and Santa Cruz County Code Section 4.26.150.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 12th day of April, 2022, 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

Distribution:

Public Works
County Counsel



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Parks, Open Space & Cultural Services
(831) 454-7901

Subject: Approve Design Contract for North Coast Facilities and Management Plan

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Approve the agreement with PlaceWorks in the amount of \$192,256, which includes a \$17,478 contingency amount, to prepare the North Coast Facilities and Management Plan; and
- 2) Authorize the Parks Director to sign the agreement and related documents and approve change orders up to the amount of \$17,478 for unanticipated design services.

Executive Summary

Parks, Open Space and Cultural Services (Parks) is seeking approval of a contract with PlaceWorks for consultant services to develop the North Coast Facilities and Management Plan (NCFMP).

Background

On May 18, 2021, the Board of Supervisors (Board) directed Parks staff to apply for a State Coastal Conservancy (Conservancy) grant to prepare the NCFMP.

On September 23, 2021, the Conservancy Board of Directors approved the award of a \$100,000 planning grant to Parks for the development of the NCFMP. California State Parks (State Parks) also contributed \$100,000 to the planning effort.

On December 7, 2021, the Board adopted a resolution approving receipt of grant funds from the Conservancy and State Parks for development of the NCFMP.

On January 11, 2022, the Board authorized the Request for Proposals (RFP) to develop the NCFMP. The Board also directed Parks to return with a contract for consideration and approval. On the same day, the General Services Department released RFP #21P3-005 for the development of the NCFMP.

Analysis

In response to the RFP, two proposals were submitted from PlaceWorks and Design Workshop. The RFP selection committee, consisting of representatives from the Conservancy, State Parks, Santa Cruz County Regional Transportation Commission, the County's Third Supervisorial District, and County Parks, ranked the proposal from PlaceWorks as having the best availability to meet the needs and qualifications as

described in the RFP, and the scope and final fee of the contract has been negotiated as included in the attached contract.

Approval of the contract with PlaceWorks for assistance with the development of the NCFMP is the next step in this planning project. The project will involve working with the community, stakeholders and advisors through community outreach and stakeholder meetings to 1) consolidate all existing North Coast management plans; 2) facilitate meetings with stakeholders and the North Coast Multi-Agency Working Group to identify and prioritize needs; 3) establish roles, policies, and guidelines for long-term management; and 4) consolidate capital improvement plans of each agency into a regional management plan.

The project is in accordance with Parks Strategic Plan Objectives 1.1 (Parks Facilities), 1.3 (Accessibility), 2.5 (Partnerships), and 4.1 (Resource Management Partnerships).

Financial Impact

Sufficient funding, in the amount of \$192,256, is available and appropriated in the Parks Operating Budget (GL Key 494000, Object 62376, JL Key RG4008) for the contract for preparation of the NCFMP. Funding includes \$100,000 in grant funds from the State Coastal Conservancy and the remainder from California State Parks.

Strategic Plan Element(s)

- 1.A (Comprehensive Health & Safety: Health Equity)
- 4.A (Sustainable Environment: Outdoor Experience)
- 4.B (Sustainable Environment: Natural Resources)

Submitted by:

Jeff Gaffney, Director of Parks, Open Spaces & Cultural Services

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a ADM29
- b ICA - 22C4548 PlaceWorks Signed

Report SCZCM1001: County Form ADM-29 Amendments with JL

Contract No. 22C4548

Contractor V128236 PLACEWORKS INC

Type	DP	ICA Design Professional			
Manager	M HETTEN	Security Code	4940	Parks - Planning	
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total	
\$192,256.00	\$0.00	\$192,256.00	\$17,478.00	\$0.00	
Administrator		CAL Sec	ORIG	Original Contract	

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Parks - Planning and PLACEWORKS INC.

The agreement will provide North Coast Facilities and Management Plan project

Period of agreement is from 4/12/2022 to 1/1/1000.

Anticipated Cost is \$192,256.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 494000 - 62376 / JL RG4008 - RJ6	1	EA	\$174,778.00	\$174,778.00
		North Coast Facilities and Management Plan project				

2	2022	GL 494000 - 62376 / JL RG4008 - RJ6	1	EA	\$17,478.00	\$17,478.00
		North Coast Facilities and Management Plan project - contingency				

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/21/22 11:54:46	PRC035	Emilia Gamboa	Contract Initiator	Self-Approved	Accepted
03/21/22 12:50:28	PRC029	Kim Namba	Departmental Manager	Appropriations Are Available	Accepted
03/21/22 12:56:35	CAO024	Melodye Serino	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
	CBD023	Christine Berge	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

Attachment: ADM29 : Approve Design Contract for North Coast Facilities and Management Plan

Contract No. 22C4548**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 PLACEWORKS, 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: North Coast Facilities and Management Plan project (hereinafter “the project”) for the County of Santa Cruz Parks Department in accordance with Attachment A. Project Approach, Attachment B. Scope of Work, Attachment C. Schedule, and Attachment D. Budget.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$174,778, plus a contingency amount of \$17,478. Contingency amounts will be paid only if additional services are needed and will be paid only with prior written approval from County. Payment will be processed after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month, according to tasks and subtasks listed in Attachment D. Budget. In the event that the parties wish to perform additional tasks under this Contract that are not specifically contemplated in Attachment B. Scope of Work, the parties agree such tasks and work shall be ordered in advance by a change order to this Contract executed by the COUNTY and billed against the contingency amount established in this Contract, and that the rates charged to COUNTY by CONTRACTOR for performing such tasks and associated work shall be those set forth in Attachment D. Budget.

3. **TERM.** The term of this Contract shall be April 12, 2022, through completion of the project.

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.

Attachment: ICA - 22C4548 PlaceWorks Signed (12450 : Approve Design Contract for North Coast Facilities and Management Plan)

(4) Professional Liability Insurance in the minimum amount of \$1,000,000^{DS} 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.

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
Parks Department
Attn: Fiscal
979 17th Ave
Santa Cruz, CA 95062**

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
Parks Department
Attn: Fiscal
979 17th Ave
Santa Cruz, CA 95062**

Attachment: ICA - 22C4548 PlaceWorks Signed (12450 : Approve Design Contract for North Coast Facilities and Management Plan)

(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:

Attachment A. Project Approach
Attachment B. Scope of Work
Attachment C. Schedule
Attachment D. Budget

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.

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Attachment: ICA - 22C4548 PlaceWorks Signed (12450 : Approve Design Contract for North Coast Facilities and Management Plan)

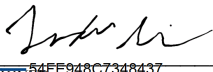
SIGNATURE PAGE

Contract No. 22C4548

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **PLACEWORKS**

By: 
SIGNED 54FE948C7348437...

Isabelle Minn
PRINTED

4. **COUNTY OF SANTA CRUZ**

By: _____
SIGNED

PRINTED

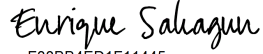
Company Name: PlaceWorks

Address: 2040 Bancroft Way, Suite 400
Berkeley, California 94704

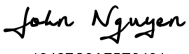
Telephone: 510.848.3815

Email: iminn@placeworks.com

3. **APPROVED AS TO INSURANCE:**

DocuSigned by:

SIGNED E88BB4ED1E11445...
Risk Management

1. **APPROVED AS TO FORM:**

DocuSigned by:

SIGNED 13427C3A76E8491...
Office of the County Counsel

DISTRIBUTION:

- Parks Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

Attachment: ICA - 22C4548 PlaceWorks Signed (12450 : Approve Design Contract for North Coast Facilities and Management Plan)

Project Approach

The PlaceWorks team is well prepared to take on the North Coast Facilities and Management Plan. Our team is well organized with expertise in open space and trail planning and coordination and has worked together effectively on similar projects. Following is a summary of our approach to project management, this project's scope of work, and community outreach. Specific tasks for our scope of work are described in greater detail in Chapter 4.

Project Management

Every PlaceWorks project, regardless of the size or scope, has a designated Principal-in-Charge responsible for ensuring that products are produced on time, within budget, and of the highest quality. The Principal-in-Charge remains engaged in every step of the project. For projects involving a range of issues or components, principals and other senior-level staff from relevant practice areas are often brought on as advisors to provide targeted expertise. Additionally, each project has a designated Project Manager responsible for day-to-day progress and client communication, required coordination with subconsultants, workshop facilitation, and attending project meetings. Depending on the nature of the project, junior staff work closely under the Project Manager to develop materials needed for the project.

PlaceWorks takes an active project management role with clear and direct contact with our clients and our team members. We share materials and data within our team to ensure continuity and efficiency in our products. We maintain a schedule with all subconsultants to ensure that our products are delivered on time and built on a multi-disciplinary understanding. Our team frequently works on integrated projects, coordinating resource conservation with design while understanding the real-world implications for operations and project implementation.

COST CONTROL AND INVOICING

PlaceWorks also maintains a rigorous system of budgeting and invoicing. Our project budget sheets are organized by subtask, and include both hours/budgets used, hours/budget available, and percentage of work complete. Deltek facilitates "real time" budget status information. Based on weekly time entries, the Project Manager can use Deltek to monitor the budget status by task, in real time.

Monthly invoices are distributed first to Project Managers for review against available budgets and project progress, then rerouted to the project's Principal-in-Charge for a second review and approval. Invoices are then returned to accounts receivable with required revisions, and updated drafts distributed to Project Managers for final review before release to clients.

PlaceWorks maintains constant communication with our clients. We document all decisions in writing to make certain they are clearly understood by all team members. Our track record in efficient project management is proven by our ongoing success on projects with critical timelines.

QUALITY CONTROL

Over years of managing complex projects, PlaceWorks has developed strategies for guaranteeing that our work products are consistently our best quality work, completed within the agreed-upon time frame, and aligned with the established budget. We work with our clients to develop critical-path schedules in the initial project stages so that project progress is accounted

for and monitored consistently. We build adequate internal review time into our deliverable dates, ensuring that all submissions have been edited for consistency, style, and completeness. All PlaceWorks deliverables are proofed by both technical and grammatical readers, as well as formatted by in-house word processors.

Scope of Work

The approach detailed in our proposed scope of services in Chapter 4 presents a planning process focused on implementation and collaboration. We understand that there is urgency in developing an interagency approach to land stewardship on the North Coast and believe that our team is well suited to develop a working document that can serve the public land managers on your team well into the future. Key elements of our approach include:

Developing a strong foundation. The project begins with a comparative study of existing plans and a detailed analysis of capital improvements, operations, and funding. This foundational material will allow for cross communication between jurisdictions and illustrate opportunities for integration.

Fostering collaborative working relationships. This project includes numerous properties with numerous stakeholders and voices. Effective planning will require open coordination with all groups and organized correspondence to maintain momentum. Regular, facilitated meetings will allow for dialogue between parties as well as consensus building about shared goals. Project updates, such as e-blasts and ongoing schedule reminders, will highlight the project and the planning process.

Presenting a clear and concise action plan. The final North Coast Facilities and Management Plan will bring together all of the findings of the study with recommendations for implementation. The roadmap will contain strategies for collaborative management and prioritization for capital improvements, including practical and realistic recommendations for partnerships, funding, and phasing for projects. The resulting product will be a clear, easy-to-navigate document for use by the North Coast team.

Community Input

PlaceWorks has won numerous awards for our outreach and public participation. We create and carry out a broad range of outreach strategies that are customized to meet the needs of the client, the budget, and the project, including our in-house online outreach and engagement platform. We are very flexible in our approach to public participation and pride ourselves on our ability to build consensus and support, which translates into a longer-term stewardship by both participants in the process and the end users.

PlaceWorks is well-equipped to present materials in a variety of settings and formats, from formal public meetings to more spontaneous events and online engagement and will work with the County and project stakeholders to develop materials that effectively connect with a wide range of community members, visitors, and other stakeholders. Our in-house Spanish translation services allows for multi-lingual interpretation of presentation and project material. Additionally, we frequently work with translation service providers to have real-time translation of our meetings in multilingual communities and materials.

For the North Coast Facilities and Management Plan, we propose to work with the County and partners on the North Coast to develop a Community Engagement Plan at the onset of the project that uses strategies within the PlaceWorks toolkit, such as online engagement, pop-up events, and virtual workshops. We propose to engage the public at two stages in the planning process: during the initial visioning stage and to present the draft plan. This timeline allows for meaningful input on the project as well as the opportunity to inform the public about this exciting collaboration.

NORTH COAST FACILITIES AND MANAGEMENT PLAN

SCOPE OF WORK

The following describes the scope of work to be completed by the PlaceWorks team for the North Coast Facilities and Management Plan for the County of Santa Cruz.

Task 1. Project Initiation and Ongoing Project Management

PlaceWorks will coordinate project logistics and ensure successful completion of the project scope.

1.1 Stakeholder Coordination

PlaceWorks will work with the County to convene the North Coast Multi-Agency Coordinating Committee (Coordinating Committee) around the development of the North Coast Facilities and Management Plan. PlaceWorks will coordinate with the group to develop protocols for communication, set a protocol for review of project materials, and develop a timeline for coordination meetings. It is assumed that the group will meet collectively throughout the project to discuss key deliverables and strategies. These meetings are called out in the tasks that follow chronologically with the deliverable for review.

1.2 Kick-off meeting (Coordinating Committee Meeting 1)

PlaceWorks will facilitate and lead this initial meeting with the County and other members of the Coordinating Committee. The agenda will be to discuss expectations and concerns, and to review key issues, information needs, work products, and schedule. Project schedule and community engagement opportunities will be reviewed.

At this meeting, the team will discuss the existing plans and potential opportunities and challenges for the North Coast Facilities and Management Plan. The team will formalize the goals of the project and review the team's definition for project success.

The meeting will be held virtually using a video conferencing program, such as Zoom or Microsoft Teams.

Deliverables: Kick-off Meeting Agenda and Meeting Notes

1.3 Site Visit

The PlaceWorks team will conduct a one-day tour of the project area documenting site conditions and potential areas of improvement noted at the Kick-off Meeting and in the existing facilities and management plans. PlaceWorks will work with the County and others on the Coordinating Committee to determine where site visits are appropriate and to coordinate access. Additional site visits will also be conducted as needed later in the planning process to confirm capital improvement needs.

Deliverable: Site Photos

COUNTY OF SANTA CRUZ
SCOPE OF WORK

1.4 Ongoing Project Management

PlaceWorks will coordinate with County staff throughout the project and will manage the scope, cost, and schedule to ensure that the project is completed efficiently and within the anticipated timeline. PlaceWorks' project manager will conduct bi-weekly calls with the County project manager to coordinate project status and upcoming deliverables or events.

a. Monthly e-blasts

PlaceWorks will provide text and imagery for a monthly e-blast to stakeholders and the public interested in the project. The e-blast will contain project updates and next steps, including upcoming opportunities for public input. It is assumed that the County will coordinate sending the e-blast and responding to all communication.

b. Coordinating Committee Meetings

Our scope describes seven meetings at critical review periods. It is estimated that these meetings will be held every two to three months during the project.

Deliverables: Content for monthly e-blast

Task 2. Public Outreach and Engagement

The PlaceWorks team will assist in the development of marketing materials and coordinate public outreach for the North Coast Facilities and Management Plan. As part of this effort, the PlaceWorks team will conduct a series of community outreach and engagement activities to inform the community about the project and seek input on community needs and preferences. Our approach is focused on two rounds of engagement around key project phases: Round 1: Confirming the Vision and Round 2: Reviewing the Plan. All input will be collected and synthesized into a concise, easy-to-understand summary of input received. The outreach efforts will begin with public branding and a public engagement plan described in this task. Opportunities to conduct outreach associated with project milestones have been identified later in the scope.

2.1 Project Branding

PlaceWorks will develop a branding package to market the North Coast as a single entity, including designing a logo and graphic templates for public notices and outreach products. As part of this effort, PlaceWorks will develop a draft branding package with up to three options for logos and color palettes. Based on feedback from the County and the Coordinating Committee, PlaceWorks will revise the preferred option with recommended improvements for a final branding package. PlaceWorks will provide the County and the members of the Coordinating Committee with high-resolution versions of all graphics for use on materials and websites related to the North Coast.

Deliverables: Project Branding Alternatives Package; Final Project Branding Package; Standalone graphic files

2.2 Website Materials

PlaceWorks will provide graphic and text content for the project website, including a preliminary project summary and schedule to post at the initiation of the project. Throughout the project, PlaceWorks will provide updates for the website as needed. We recommend including a sign-up list for members of the public interested in receiving the monthly e-blast, described in Task 1.4. We assume that the County will host the site and post content provided by PlaceWorks.

Deliverables: Materials for Project Website

COUNTY OF SANTA CRUZ
SCOPE OF WORK

2.3 Public Engagement Plan

Working with the County and Coordinating Committee, the PlaceWorks team will develop a public engagement plan that outlines the details of the outreach and engagement approach, tasks, and tools. The engagement plan will include both in-person and virtual options. While we will refine the engagement plan based on input from the team, we have preliminarily identified the following for inclusion as part of the North Coast Facilities and Management Plan.

In-person “Pop-up” Events. For each round of engagement, PlaceWorks will participate in or coordinate two to three in-person pop-up events. This will include setting up a station or table at key events within the vicinity of the North Coast properties, such as interpretive events at public parks, volunteer workdays, or farmers markets in Santa Cruz. Pop-up stations will provide information about the project and seek input regarding the vision or draft plan through engaging displays and interactive exercises, such as mapping and prioritization activities.

Direct Facilitation to Local Residents. PlaceWorks can conduct stakeholder interviews with local farmers affected by recreational use of the North Coast. Working with the County to identify residents for interviews, PlaceWorks can conduct information gathering to identify issues and concerns related to long-term management.

Online Survey. PlaceWorks will develop an online survey or similar online tool to seek input from the public regarding the vision and draft plan for the North Coast Facilities and Management Plan. Results of the survey will be tabulated and summarized following each round of engagement.

Virtual Workshop. PlaceWorks will host one online, virtual workshop to present the draft plan and seek input. Virtual meetings will include live polls and other interactive activities that allow participants to provide input on the same issues presented at the pop-up events. PlaceWorks has conducted scores of virtual meetings and workshops, including with translation in multiple languages, and will bring our experience facilitating such meetings to ensure participants feel welcome, heard, and included in the planning process.

Task 3. Background Review, Issues, and Opportunities

3.1 Project Base Map and Webmap

PlaceWorks will combine public GIS data along with data provided by the County and other stakeholders to develop a project base map in print-ready and Webmap format. The map will include all public and non-profit lands within the project study area designated by landowner, as well as public and private roads and trails. The project base map will illustrate the allowable uses for each property, and identify amenities, such as trailheads, parking areas, and restrooms based on the site visits and information/data provided by committee members. We assume that the project will not include detailed inventory and assessment of all facilities, although this service could be added by our team.

The base map will be used for educational materials during public outreach and to identify capital improvements. The Webmap will allow for more interactivity when looking at project data, including options to sort and display different variables, such as ownership and uses. The Webmap could be updated with information from the Comparative Matrix, described in Task 3.2, to allow for greater geographic analysis and visualization.

Deliverable: Project Base Map

COUNTY OF SANTA CRUZ
SCOPE OF WORK

3.2 Background Document and Comparative Matrix

The PlaceWorks team will review and evaluate the 19 existing facilities and management plans listed in the RFP and associated Capital Improvement Plans (CIP). The PlaceWorks team will additionally review relevant planning documents to the project area, including, but not limited to, Santa Cruz County General Plan and Local Coastal Program.

The PlaceWorks team will consolidate findings from the existing facilities and management plans into a comparative matrix that identifies shared goals and highlights any areas of potential conflict. The matrix will be a quick guide to understanding the goals and management strategy for each property and landowner. It will be compiled to be easily navigated to serve as a reference when building a shared vision for the North Coast Facilities and Management Plan.

While the organization of the matrix will be developed after conducting the background document review, preliminarily we suggest that the matrix compare properties using the following categories:

- Location
- Allowable uses
- Operating schedule
- Infrastructure and facilities
- Property owner
- Managing entity
- Public safety
- Staffing
- Fire management strategy
- Stewardship
- Interpretation
- Operations and maintenance
- Revenue strategy
- Sea-level rise and coastal resiliency
- Existing challenges

The matrix will be organized geographically so adjacent properties or those in close proximity will be presented together. As feasible, outcomes of the review will be incorporated into the Webmap.

Deliverable: Comparative Review Matrix and Updates to Webmap

3.3 Coordinating Committee Meeting 2: Comparative Review Matrix

At this meeting, PlaceWorks will present the Comparative Review Matrix and Webmap and facilitate a discussion of its findings. During this meeting, the team will discuss the cross-agency approach and major takeaways from the matrix that will be used to form the draft vision and goals statement for the North Coast Facilities and Management Plan. The team will review any questions that arose from the study and address any areas of potential conflict that were identified. The outcomes of this meeting will directly inform the development of draft vision and goals statements.

Deliverables: Meeting Agenda, Presentation Materials, and Meeting Summary

COUNTY OF SANTA CRUZ
SCOPE OF WORK*Task 4. Vision and Goals***4.1 Draft Vision and Goals**

Based on findings in the Comparative Review Matrix and feedback from the County and the Coordinating Committee, PlaceWorks will draft vision and goals statements summarizing the intent of the North Coast Facilities and Management Plan. As part of this effort, PlaceWorks will identify content for an introductory Fact Sheet that summarizes the project its vision and goals, described in Task 4.3.

Deliverable: Draft Vision and Goals

4.2 Coordinating Committee Meeting 3: Draft Vision and Goals

At this meeting, PlaceWorks will present the draft vision and goals and content for a public fact sheet. We will facilitate a discussion regarding potential revisions. Following the meeting, PlaceWorks will draft the Fact Sheet and share the final draft with the Coordinating Committee.

Deliverables: Meeting Agenda, Presentation Materials, and Meeting Summary

4.3 Vision and Goals Fact Sheet

Based on feedback from the Coordinating Committee, PlaceWorks will develop a Fact Sheet for the project vision and goals. The Fact Sheet will use the project branding developed in Task 2.1 and will be used to share information about the project with the public and any additional state holders. The Fact Sheet will be made available on the project website and included in the monthly e-blast.

Deliverable: Vision and Goals Fact Sheet

4.4 Community Engagement Round 1 – Confirming the Vision

As described in Task 2, the specific engagement activities may vary but during this public engagement period, the PlaceWorks team will initiate the public input period by raising awareness of resources and recreational opportunities in the North Coast, as well as the need for coordinated efforts. Outreach efforts will introduce the planning process and invite the public to participate by sharing their experiences, preferences, and priorities. While the tools and format for engagement will be confirmed in the Public Engagement Plan, it is anticipated that the outreach effort will use the Fact Sheet and could include pop-ups at existing events as well as an online survey to gather feedback on issues related to public land management that is important to the public.

Deliverables: Engagement Materials and Feedback Summary

Task 5. Project Prioritization

The PlaceWorks team will develop criteria for evaluating planned and anticipated projects for all properties in the North Coast Facilities and Management Plan and work with the County and the Coordinating Committee to draft a project prioritization plan.

COUNTY OF SANTA CRUZ
SCOPE OF WORK

5.1 Visitor Demand and Operations and Maintenance Study

The PlaceWorks team will conduct a visitor demand study for all properties based on existing use and projections for future use in the area based on population growth and anticipated future services to inform discussion of facilities needed to meet future demand as well as increased operations and maintenance costs.

The PlaceWorks team will additionally evaluate the projects in the CIP for long-term operations and maintenance impacts. The study will build on the background document review study for each property and provide an analysis of potential future costs associated with managing the improvements. The study will examine ongoing operations and maintenance costs looking at 1-, 5-, 10-, and 20-year horizons. Potential revenue generation will also be presented for the same periods. The PlaceWorks team's economist will work with the responsible agencies to understand their current staffing and operational activities in the North Coast, and work with them to estimate the incremental cost of adequately managing the improved facilities at each time horizon. The study will additionally examine potential cost savings from collaborative efforts such as sharing operations and maintenance costs between properties.

Deliverables: Operations and Maintenance Study

5.2 Consolidated CIP Analysis

The PlaceWorks team will create a consolidated CIP for all properties in the North Coast Facilities and Management Plan based on existing CIPs submitted by each landowner and recommend additional CIP items based on gaps identified during Committee meetings and from Engagement Round 1 as well as from analysis of site conditions and needed improvements from site visits. The consolidated CIP list will be circulated to the Coordinating Committee to confirm projects, including new projects identified to address gaps. For new facilities that have not been evaluated in an existing CIP, the PlaceWorks team including Seigel Strain and/or Tim Best (as appropriate given the project type) will conduct a site assessment to determine project extents and potential costs.

Each item in the CIP will include updated project costs and will be accompanied by a summary of associated permitting and environmental review required and an estimate of potential time required to implement. The CIP will be presented in a searchable spreadsheet that will allow it to be sorted by a variety of variables, such as property name, project type, or cost.

Deliverables: Consolidated CIP for North Coast properties

5.3 Prioritization Framework

After compiling the comprehensive CIP, the PlaceWorks team will work with the County and Coordinating Committee to develop a list of evaluative factors to prioritize projects based on factors such as public safety and access, project urgency, ecosystem protection, and potential funding. As the goal of this planning effort is to maximize interagency collaboration and efficiency, projects that can be coupled with parallel projects, regardless of ownership, will be evaluated collectively.

Evaluation factors will be weighted, and the PlaceWorks team will develop a "decision tree" to guide prioritization. The Vision and Goals developed in Task 4 will serve as the foundation for evaluation. PlaceWorks will develop a presentation with examples to present to the Coordinating Committee for review.

Deliverable: Draft Prioritization Framework

5.4 Coordinating Committee Meeting 4: Operations and Maintenance, CIP Analysis, and Draft Prioritization Framework

The group will examine and discuss the operations and maintenance strategies discussed in the Study, and discuss workflow and challenges associated with each option. PlaceWorks will present the Consolidated CIP Analysis and the Prioritization Framework and facilitate a discussion with the Coordinating Committee to refine the methodology to fit the Vision and Goals of the project. Following the meeting, PlaceWorks will revise the prioritization framework based on feedback from the group and solicit comments on the revised draft.

Deliverable: Meeting Agenda, Presentation Materials, Meeting Summary, and Revised Prioritization Framework

5.5 Draft Project List

After finalization of the Prioritization Framework with the Coordinating Committee, the PlaceWorks team will compile a prioritized list of capital improvements for all properties. The draft list will use the sortable spreadsheet of CIP projects developed in Task 5.1 and will incorporate ranking based on the Prioritization Framework. Prioritization will be accompanied by an associated timeframe, although it is assumed that projects within the same priority group may vary in schedule due to complexity.

Deliverable: Draft Project List

5.6 Coordinating Committee Meeting 5: Draft Project List

PlaceWorks will present the Draft Project List and facilitate a discussion with the Coordinating Committee regarding the findings. At this meeting, the group will discuss potential modifications to the Draft Project List and potential strategies for implementation and coordination. The group will also discuss strategies to coordinate operations and maintenance suggested in the study and discuss workflow and challenges associated with each option. The team will select options to incorporate into the North Coast Facilities and Management Plan. Outcomes from this meeting will be incorporated into the Draft Facilities and Management Plan.

Deliverable: Meeting Agenda, Presentation Materials, Meeting Summary, and Revised Prioritization Framework

Task 6. Facilities and Management Plan Development

6.1 Draft Plan

The PlaceWorks Team will compile materials from previous tasks into a comprehensive Draft North Coast Facilities and Management Plan. While the final content may differ based on project findings, we anticipate that the Draft Plan will include the following sections:

- **Introduction and Context.** Summarizing the project area and participating entities.
- **Vision and Goals.** Defining the intention of the project and anticipated outcomes.
- **Coordination Framework.** Presenting initiatives to facilitate collaboration between public lands managers on the North Coast. Opportunities for improved management efficiencies will be addressed in this section.
- **Action Items.** Proposing next steps towards implementing the integrated approach.
- **Funding Opportunities.** Identifying funding strategies for priority projects.

COUNTY OF SANTA CRUZ
SCOPE OF WORK

- **Items for Future Considerations.** Identifying future potential studies and strategies to help meet the Plan's Vision and Goals. This could include innovative parking and reservation systems, multi-modal transportation studies and programs, among others.

The draft document will be a concise and strategic summary of the planning effort and serve as the guiding document for cooperative management moving forward.

Deliverable: Draft North Coast Facilities and Management Plan

6.2 Coordinating Committee Meeting 6: Draft Plan

Following a review period, PlaceWorks will facilitate a discussion of the Draft Plan. The conversation will focus on improvements to strengthen the Plan as a guidebook for future work. At this meeting, the group will also discuss presenting the Plan to the public and materials for the second round of community engagement.

Deliverable: Meeting Agenda, Presentation Materials, and Summary

6.3 Community Engagement Round 2 – Reviewing the Plan

The PlaceWorks team will implement the activities in the Engagement Plan, developed in Task 2, to engage the community on the Draft Plan. This second round of community engagement could be an opportunity for a virtual workshop to present the full project to the public and solicit comments before finalization, and/or could be presented at pop-up events and visitors could be directed to review the plan online.

Deliverables: Engagement Materials and Feedback Summary

6.4 Final Plan

Based on feedback from the Coordinating Committee and from the public, the PlaceWorks team will revise the Draft North Coast Facilities and Management Plan into a final version. In addition to providing a final document, PlaceWorks will supply all working files for the project, including the comprehensive CIP, to the Coordinating Committee to facilitate future use of project materials.

Deliverable: Final North Coast Facilities and Management Plan and Working Files

6.5 Plan Approval

PlaceWorks will work the County and the Coordinating Committee to seek Plan Approval from all landholders within the North Coast area, including public agencies (National Parks Services, California State Parks, and Santa Cruz County) and non-profit groups (Save the Redwoods League, Land Trust of Santa Cruz County, Peninsula Open Space Trust, Sempervirens Fund, Santa Cruz County Regional Transportation Commission, and California Polytechnic State University San Luis Obispo).

PlaceWorks will develop a universal presentation package for the North Coast Facilities and Management Plan that can be used by members of the Coordinating Committee to present to their governing bodies. If plans are not approved, requested edits to the Plan will be consolidated and reviewed by the Coordinating Committee.

Deliverable: North Coast Facilities and Management Plan Approval Presentation Package

COUNTY OF SANTA CRUZ
SCOPE OF WORK

6.6 Coordinating Committee Meeting 7: Plan Approval

PlaceWorks will facilitate a meeting to discuss Plan approval from all entities and requested changes, if any. The meeting will also be an opportunity to review next steps and set a timeline for future coordination.

Deliverable: Meeting Agenda, Presentation Materials, and Summary

Attachment: ICA - 22C4548 PlaceWorks Signed (12450 : Approve Design Contract for North Coast Facilities and Management Plan)

Schedule

This chapter describes the products associated with PlaceWorks’ work scope and the schedule by which each of these products will be completed. It also summarizes the meetings that PlaceWorks will attend for the project.

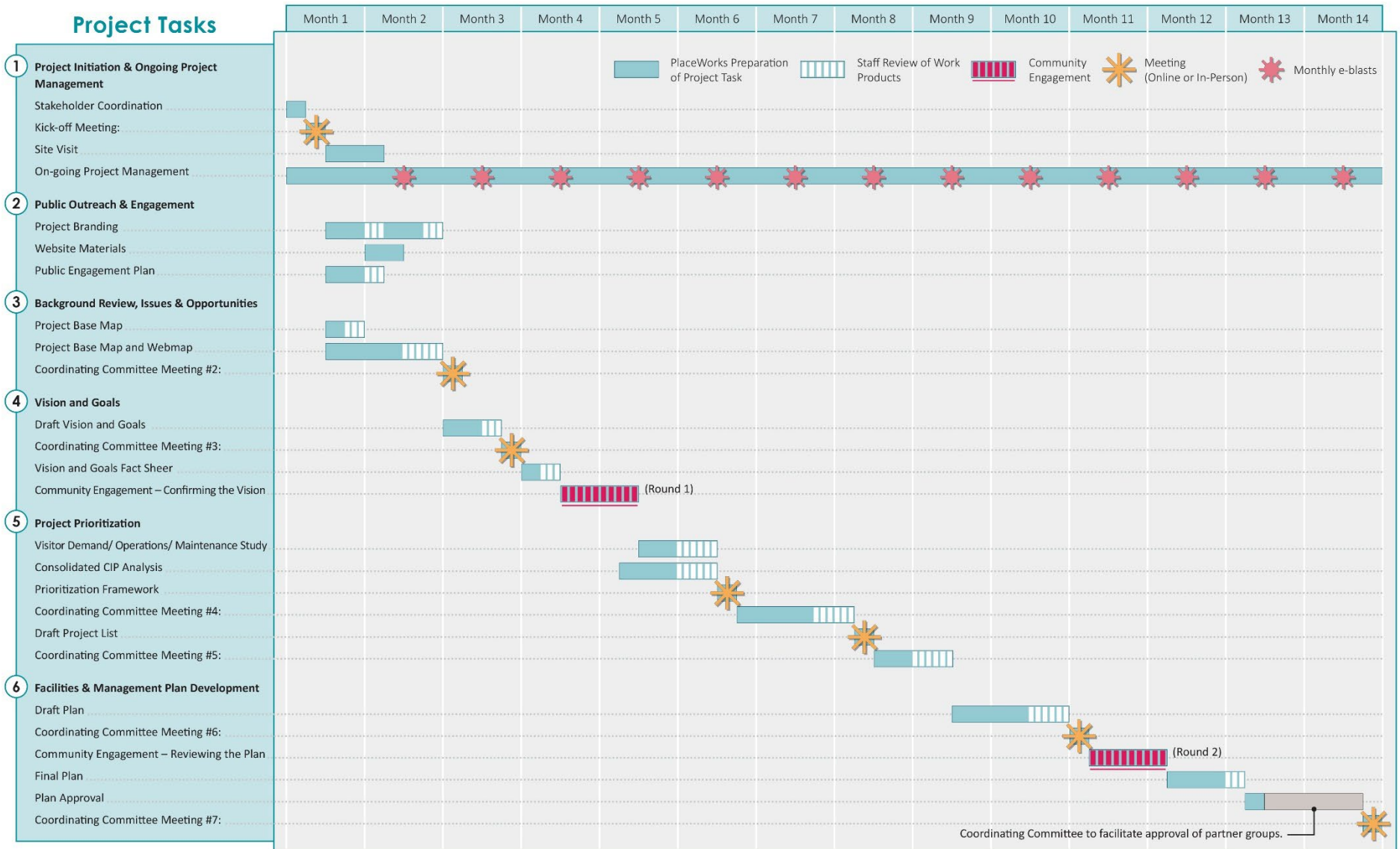
Schedule

PlaceWorks proposed schedule for completion of the North Coast Facilities and Management Plan is shown in Figure 2. We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing projects similar to the North Coast Facilities and Management Plan, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- We limit subconsultants’ payments to specific milestones, so as to ensure that progress on the project is commensurate with billings.

FIGURE 2 SCHEDULE



Attachment: ICA - 22C4548 PlaceWorks Signed (12450 : Approve Design Contract for North Coast

Budget

As shown in Table 2, the estimated cost to complete the scope of work described in this proposal is \$174,778.

PlaceWorks recommends planning for a 5- to 10-percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

We are flexible regarding project costs and hope that you will not eliminate us from consideration based on cost alone.

The billing rates for each team member are included in Table 2.

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Assumptions

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings shown in Chapter 4. Additional meetings would be billed on a time-and-materials basis. Isabelle Minn and Jesse Jones will attend all project meetings and will be supported by additional PlaceWorks staff at community engagement events.
- All products will be submitted to the County in electronic (PDF) format unless otherwise noted in the scope shown in Chapter 4.
- The County staff will be responsible for meeting logistics, including schedule coordination.

TABLE 2 COST ESTIMATE

	PLACEWORKS							SUBCONSULTANTS			10% Subconsultant Markup	Subconsultant Total	Total Task Budget				
	Isabelle Minn	Isby Fleischmann	Jesse Jones	Project Manager	Associate Planner	GRAPHICS/ WP	TECH. EDITOR	WP/ CLERICAL	CoastGeo	LEC				Siegel & Strain			
	Hourly Rate: PIC \$230	Advisor \$195	\$175	\$140	\$125	\$125	\$140	PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total							
TASK 1. Project Initiation and Ongoing Project Management																	
1	Stakeholder Coordination	2		4					6	\$23	\$1,183	0	0	0	\$0	\$0	\$1,183
2	Kick-off meeting (Coordinating Committee Meeting #1)	2	4	6	8				20	\$68	\$3,478	0	0	0	\$0	\$0	\$3,478
3	Site Visit			8	8				16	\$50	\$2,570	1,200	0	0	\$120	\$1,320	\$3,890
4	On-going Project Management	2		56					58	\$205	\$10,465	0	0	0	\$0	\$0	\$10,465
	Task 1. Subtotal	6	4	74	16	0	0	0	100	\$346	\$17,696	\$1,200	\$0	\$0	\$120	\$1,320	\$19,016
TASK 2. Public Outreach and Engagement																	
1	Project Branding	1	2	2	8	30			43	\$117	\$5,957	0	0	0	\$0	\$0	\$5,957
2	Website Materials		2		4				6	\$19	\$969	0	0	0	\$0	\$0	\$969
3	Public Engagement Plan	2	3	8	16				29	\$94	\$4,779	0	0	0	\$0	\$0	\$4,779
	Task 2. Subtotal	3	7	10	28	30	0	0	78	\$230	\$11,705	\$0	\$0	\$0	\$0	\$0	\$11,705
TASK 3. Background Review, Issues and Opportunities																	
1	Project Base Map and Webmap	2		8	24				34	\$104	\$5,324	0	0	0	\$0	\$0	\$5,324
2	Background Document and Comparative Matrix	3	6	20	50				79	\$247	\$12,607	800	0	1,000	\$180	\$1,980	\$14,587
3	Coordinating Committee Meeting #2: Comparative Review Matrix	4		6	8				18	\$62	\$3,152	0	0	0	\$0	\$0	\$3,152
	Task 3. Subtotal	9	6	34	82	0	0	0	131	\$413	\$21,083	\$800	\$0	\$1,000	\$180	\$1,980	\$23,063
TASK 4. Vision and Goals																	
1	Draft Vision and Goals	2	3	4	4				13	\$46	\$2,351	0	0	0	\$0	\$0	\$2,351
2	Coordinating Committee Meeting #3: Draft Vision and Goals	4		6	8				18	\$62	\$3,152	0	0	0	\$0	\$0	\$3,152
3	Vision and Goals Fact Sheet		2	4	4	20			30	\$83	\$4,233	0	0	0	\$0	\$0	\$4,233
4	Community Engagement Round 1 – Confirming the Vision	6	10	24	30				70	\$235	\$11,965	0	0	0	\$0	\$0	\$11,965
	Task 4. Subtotal	12	15	38	46	20	0	0	131	\$426	\$21,701	\$0	\$0	\$0	\$0	\$0	\$21,701
TASK 5. Project Prioritization																	
1	Visitor Demand and Operations and Maintenance Study	1		2	8				11	\$34	\$1,734	0	7,000	0	\$700	\$7,700	\$9,434
2	Consolidated CIP Analysis	2	2	28	44				76	\$238	\$12,148	4,800	0	3,200	\$800	\$8,800	\$20,948
3	Prioritization Framework	2	5	8	16				31	\$102	\$5,177	0	0	800	\$80	\$880	\$6,057
4	Coordinating Committee Meeting #4: O&M, CIP Analysis and Draft Prioritization Framework	4		6	8				18	\$62	\$3,152	0	0	0	\$0	\$0	\$3,152
5	Draft Project List	1	8	12	24				45	\$145	\$7,395	2,000	0	0	\$200	\$2,200	\$9,595
6	Coordinating Committee Meeting #5: Draft Project List	4		6	8				18	\$62	\$3,152	0	0	0	\$0	\$0	\$3,152
	Task 5. Subtotal	14	15	62	108	0	0	0	199	\$643	\$32,758	\$6,800	\$7,000	\$4,000	\$1,780	\$19,580	\$52,338
TASK 6. Facilities and Management Plan Development																	
1	Draft Plan	6	10	20	40	6	2	1	85	\$271	\$13,841	0	3,200	0	\$320	\$3,520	\$17,361
2	Coordinating Committee Meeting #6: Draft Plan	4		6	8				18	\$62	\$3,152	0	0	0	\$0	\$0	\$3,152
3	Community Engagement Round 2 – Reviewing the Plan	6	10	24	40				80	\$263	\$13,393	0	0	0	\$0	\$0	\$13,393
4	Final Plan	2		8	28		2	1	41	\$123	\$6,293	0	0	0	\$0	\$0	\$6,293
5	Plan Approval	2		6	12				20	\$64	\$3,254	0	0	0	\$0	\$0	\$3,254
6	Coordinating Committee Meeting #7: Plan Approval	4		6	8				18	\$62	\$3,152	0	0	0	\$0	\$0	\$3,152
	Task 6. Subtotal	24	20	70	136	6	4	2	262	\$845	\$43,085	\$0	\$3,200	\$0	\$320	\$3,520	\$46,605
	Labor Hours Total	68	67	288	416	56	4	2	901								
	Labor Dollars Total	\$15,640	\$13,065	\$50,400	\$58,240	\$7,000	\$500	\$280		\$2,903	\$148,028	\$8,800	\$10,200	\$5,000		\$26,400	\$174,428
	PlaceWorks Percent of Total Labor	8%	7%	32%	46%	6%	0%	0%									
EXPENSES																	
	PlaceWorks Reimbursable Expenses																\$300
	Subconsultants' Reimbursable Expenses																\$50
	EXPENSES TOTAL																\$350
GRAND TOTAL																	
																	\$174,778

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Certificate Of Completion

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Document Pages: 22

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 1

Noah Ross

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701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

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Noah.Ross@santacruzcounty.us

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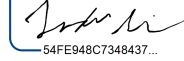
Signer Events

Isabelle Minn

iminn@placeworks.com

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Enrique Sahagun

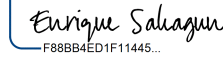
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Risk Manager

County of Santa Cruz

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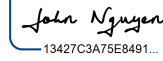
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John Nguyen

john.nguyen@santacruzcounty.us

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From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: Planning: Sustainability and Special Projects
(831) 454-2580

Subject: Schedule Public Hearing on Wireless Communications Facilities

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Schedule a public hearing for May 10, 2022, at 9:00 a.m. or thereafter; to consider amendments to Santa Cruz County Code Chapter 13.10 related to wireless communication facilities and affirm the project is exempt from the California Environmental Quality Act (CEQA);
- 2) Direct Clerk of the Board to publish the required public notice for the hearing by placing a display advertisement of at least one-eighth page in the Sentinel newspaper one time at least ten days prior to the public hearing, pursuant to County Code 18.10.223; and
- 3) Direct the Community Development & Infrastructure Department to mail public hearing notices to all mailing labels representing public agencies and individuals with an interest in Local Coastal Program (LCP) Amendments, pursuant to County Code 18.10.223.

Executive Summary

Schedule a public hearing for May 10, 2022, at 9:00 a.m. or thereafter; to consider amendments to Santa Cruz County Code Chapter 13.10 related to wireless communication facilities and consider CEQA Notice of Exemption.

Background

The Board of Supervisors directed staff to propose amendments to the wireless communication regulations in the Santa Cruz County Code (“SCCC” or “County Code”) to update outdated requirements and bring the County Code into compliance with state and federal law. On December 7, 2021, the Board conducted a study session to review the current state of the County’s wireless regulations and directed staff to take replacement regulations to the Planning Commission for review and recommendations before going back to the Board for final consideration. On March 9, 2022 the Planning Commission conducted a public hearing on the proposed amendments and adopted a resolution recommending approval of the amendments by the Board of Supervisors.

Analysis

Amendments to County Code chapter 13.10 have been drafted for Board consideration for the purpose of updating regulations regarding wireless communication facilities, along with an associated California Environmental Quality Act (CEQA) Notice of

Exemption. Proposed amendments to chapter 13.10 are coastal implementing and will require Coastal Commission certification after County adoption.

Financial Impact

No impact to the General Fund is associated with scheduling the public hearing.

Strategic Plan Element(s)

1.C (Comprehensive Health & Safety: Local Justice) - Wireless communication facilities are needed to support communication for emergency service responders and community members, allowing improved health and safety during emergencies.

4.D (Sustainable Environment: Climate Change) - Wireless communication facilities support improved communications enabling remote work which reduces vehicle miles traveled, improves air quality, and reduces traffic congestion.

5.A (Dynamic Economy: Regional Workforce) - Wireless communication facilities support remote work and regional employment opportunities.

Submitted by:

Paia Levine, Acting Planning Director

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Notice of Public Hearing WCF, newspaper

**Notice of Public Hearing
Before the Board of Supervisors
of the County of Santa Cruz**

Notice is hereby given that the Santa Cruz County Board of Supervisors has scheduled a public hearing for **May 10, 2022, at 9:00am or thereafter, to consider proposed amendments to County Code Chapter 13.10 and an associated California Environmental Quality Act (CEQA) Notice of Exemption.** The amendments to County Code chapter 13.10 have been drafted for Board consideration for the purpose of updating regulations regarding wireless communication facilities, along with an associated California Environmental Quality Act (CEQA) Notice of Exemption. Proposed amendments to chapter 13.10 are coastal implementing and will require Coastal Commission certification after County adoption.

Note: The public may attend the public hearing and/or comment on this matter. This meeting will be held in person at the Government Center Building, 5th Floor, 701 Ocean Street, Santa Cruz, as well as on the Zoom virtual platform. The meeting agenda will be published on the County's website 72 hours prior to the meeting, along with participation instructions at <http://santacruzcountyca.igm2.com/citizens/default.aspx>, or call 454-2323 (TTY call 711). Testimony may be presented at the meeting or submitted in written form prior to the hearing and made a part of the hearing record.

If any person challenges an action taken on the foregoing matters 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.

For more information on this subject, contact the Planning Department at 454-3173.

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 (831) 454-2323 at least 72 hours in advance of the meeting to make arrangements.

BY ORDER OF THE BOARD OF SUPERVISORS

By: Stephanie Cabrera
Clerk of the Board



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Sanitation

(831) 454-2160

Subject: Approval of Electrical Support Services for Sanitation County Service Areas

Meeting Date: April 12, 2022

Recommended Actions

- 1) Approve Anderson Pacific Engineering, Inc., for electrical support services for the sanitation County Service Areas (CSA No. 2, Place de Mer, CSA No. 5 Sand Dollar/Canon del Sol, CSA No. 7 Boulder Creek, CSA No. 10 Rolling Woods and CSA No. 20 Trestle Beach) through June 30, 2024; and
- 2) Authorize the Deputy CAO/Director of Community Development and Infrastructure to issue purchase orders as needed, with Anderson Pacific Engineering, Inc.

Executive Summary

Board approval is required to authorize Anderson Pacific Engineering, Inc. to provide on-call electrical services for the various sanitation County Service Areas.

Background

Electrical support services are required for pump stations, treatment plants, control panels and SCADA troubleshooting.

On September 19, 2019, the Santa Cruz County Sanitation District's (SCCSD) Board approved a Request for Proposals for electrical service providers. The deadline for the RFP submittal was October 23, 2019 and no proposals were received.

Per Public Contract Code 20783, since no bids were received, SCCSD staff reached out to Anderson Pacific Engineering, Inc. electrical division to gauge interest in providing electrical support services and they were available.

On December 5, 2019, the SCCSD's Board approved Anderson Pacific Engineering Inc. to provide electrical support services and was approved through June 30, 2024.

Analysis

Community Development and Infrastructure requests to use of Anderson Pacific Engineering Inc. for on-call electrical support service needs for the sanitation County Service Areas:

- CSA No. 2, Place de Mer,
- CSA No. 5 Sand Dollar/Canon del Sol,
- CSA No. 7 Boulder Creek,

- CSA No. 10 Rolling Woods; and
- CSA No. 20 Trestle Beach

SCCSD's Board approved Anderson Pacific Engineering to provide electrical support services for water and wastewater systems. Work performed by Anderson Pacific Engineering may be provided for other County sewer service areas and separate purchase orders will be provided for these entities.

Accepting Anderson Pacific Engineering, Inc. approved by SCCSD will save costs associated with staff time to prepare RFP's, review the submitted Statements of Qualifications, and execute an on-call contract with the selected service provider.

Financial Impact

Funding for on-call electrical support services for the sanitation County Service Areas will be supported by the various property assessment, fees, fines and other special revenues received by the County Service Areas.

Strategic Plan Elements

6.D (Operational Excellence: Continuous Improvement)

Utilizing a contractor approved by the Santa Cruz County Sanitation District streamlines County operations and is fiscally responsible and expedites services for the sanitation County Service Areas

Submitted by:

Matt Machado, District Engineer

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a SCCSD Approval of on call Electrical Support Services
- b RFP - Request for Electrical Support Services - SCCSD Board letter - Approved



Santa Cruz County Sanitation District

701 OCEAN STREET, SUITE 410, SANTA CRUZ, CA 95060-4073
(831) 454-2160 FAX (831) 454-2089 TDD: (831) 454-2123

MATT MACHADO, DISTRICT ENGINEER

AGENDA DATE: DECEMBER 5, 2019

BOARD OF DIRECTORS
SANTA CRUZ COUNTY SANITATION DISTRICT
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

Approved by the
Board of Directors, SCCSD
on December 5, 2019

ATTEST: [Signature]
Secretary

SUBJECT: AGREEMENT WITH ANDERSON PACIFIC ENGINEERING, INC.
FOR ELECTRICAL SUPPORT SERVICES
CONTRACT NO. 20D0426

Members of the Board:

The District maintains and operates thirty-five pump stations that occasionally require electrical expertise to work on the District's complex electrical projects. Recent pump station failure events have revealed some of the necessary equipment replacements, such as the uninterruptable power supply (UPS) and control panels.

On September 19, 2019, the Board approved a Request for Proposals (RFP) for electrical service providers. The RFP was advertised on eBidboard (a web-based construction project solicitation service company), posted on the RFP Clearinghouse with the California Special Districts Association, and District Operations staff also contacted electrical contractors directly to encourage them to submit proposals. The deadline for the RFP submittal was October 23, 2019 and no proposals were received.

Per Public Contract Code 20783, if no bids area received, the District Board may have the work done without further bid. District staff reached out to the manager of the electrical division of Anderson Pacific Engineering Construction, Inc. of Santa Clara, California (Anderson Pacific) to gauge interest in performing work in the District. Anderson Pacific has been performing electrical work for over twenty years, primarily for the Public Works sector, including water, waste water and SCADA systems. Their employees are experienced in all phases of electrical work and troubleshooting. Sufficient funding is available in the 2019/2020 budget for Maintenance and Operations, Electrical (GL625175-62330/P53133). Anderson Pacific is available to perform work for the District, and therefore Operations staff is recommending that the Board approve a four-year independent contractor agreement with them for the not-to-exceed amount of \$60,000 per fiscal year. Work under this contract may be provided for other County sewer service areas; in those cases, those entities will reimburse the District for costs incurred.

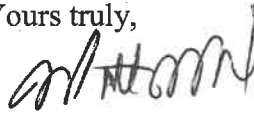
Attachment: SCCSD Approval of on call Electrical Support Services (12382 : Approval of Electrical Support Services for Sanitation County

BOARD OF DIRECTORS, SCCSD
DECEMBER 5, 2019
PAGE 2

It is therefore recommended that your Board take the following actions:

1. Approve the attached agreement with Anderson Pacific Engineering, Inc. for electrical services, in the not-to-exceed amount of \$60,000 per fiscal year, effective from Board approval to June 30, 2024;
2. Authorize the District Engineer to sign the agreement on behalf of the District; and
3. Direct the District Secretary to process the agreement and take any other necessary related actions.

Yours truly,



MATT MACHADO
District Engineer

BB:arg/B2091
Attachments



Santa Cruz County Sanitation District

701 OCEAN STREET, SUITE 410, SANTA CRUZ, CA 95060-4073
(831) 454-2160 FAX (831) 454-2089 TDD: (831) 454-2123

MATT MACHADO, DISTRICT ENGINEER

AGENDA DATE: SEPTEMBER 19, 2019

BOARD OF DIRECTORS
SANTA CRUZ COUNTY SANITATION DISTRICT
701 Ocean Street, Room 410
Santa Cruz, California 95060

Approved by the
Board of Directors, SCCSD
on September 19, 2019
ATTEST: [Signature]
Secretary

SUBJECT: REQUEST FOR PROPOSAL FOR ELECTRICAL SUPPORT SERVICES

Members of the Board:

The District maintains and operates thirty-five pump stations that occasionally require electrical expertise to work on the District's complex electrical projects.

Recent pump station failure events have revealed some of the equipment replacements that need to take place such as the uninterruptable power supply (UPS) and control panels. The District also has the Soquel Pump Station Force Main Replacement project under construction and includes electrical upgrades.

In order to maintain and upgrade the electrical components of the pump stations, staff is recommending the solicitation of electrical support services. The selection process will be initiated through a Request for Proposal (RFP) process. At completion of the RFP review process, a contract will be brought back to the Board for final review and approval.

It is therefore recommended that your Board take the following actions:

1. Approve the attached Request for Proposal for Electrical Support Services; and
2. Direct staff to proceed with the electrical support service provider selection process and return to your Board at a future date for approval of the contract.

Yours truly,

[Signature]
MATT MACHADO
District Engineer

BB/tlp:B2062.docx
Attachment

Attachment: RFP - Request for Electrical Support Services - SCCSD Board letter - Approved (12382) : Approval of Electrical Support Services



SANTA CRUZ COUNTY SANITATION DISTRICT

Request for Proposal

FOR

ELECTRICAL SUPPORT SERVICES

Date Released: September 23, 2019

Santa Cruz County Sanitation District
701 Ocean Street, 4th floor, Room 410
Santa Cruz, CA 95060

Proposals are due prior to 2:00 p.m., October 23, 2019

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SECTION I. INVITATION

The Santa Cruz County Sanitation District (District) invites sealed proposals from fully licensed, insured, bonded, certified ELECTRICAL CONTRACTORS to furnish all labor, tools, equipment, and incidentals required to provide ELECTRICAL SUPPORT SERVICES for fiscal year 2019-20 as required by the Santa Cruz County Sanitation District.

The District maintains 220 miles of gravity sewer mains, 14 miles of force mains, and 4,687 sewer manholes and 35 pump stations. The District encompasses the communities of Live Oak, portions of Aptos and Soquel and the City of Capitola. Our primary purpose is to maintain the sewer system transporting the wastewater to the City of Santa Cruz Wastewater Treatment Plant. The D.A. Porath Facility is the District's main facility and the average daily dry weather flows are approximately 3 million gallons per day before it is pumped to the City's treatment.

As used herein, "District" refers to the Santa Cruz County Sanitation District.

Other Government/Publicly Funded Agencies:

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. All terms and conditions as specified in the agreement shall apply.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

- 2.1 Preparation of Proposal
Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.
- 2.2 Solicitation Documents
The following, in addition to this Solicitation, constitute the Solicitation documents:
- | | |
|------------------|---|
| Exhibit A | Respondent Fact Sheet* |
| Exhibit B | Customer References* |
| Exhibit C | Designation of Subcontractors* |
| Exhibit D | Non-Collusion Declaration* |
| Exhibit E | Living Wage Compliance Statement* |
| Exhibit F | Independent Contractor Agreement |
| Exhibit G | Protest and Appeals Procedures (do not return) |
| Exhibit H | Pump Station Map |

* Execute and return with Proposal

2.3 Solicitation Process Schedule

The following is an anticipated Solicitation and engagement schedule. The District may change the estimated dates and process as deemed necessary. The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release Solicitation	September 23, 2019
Advertise RFP	September 30, 2019 - October 7, 2019
Question & Answer Period	October 7-15, 2019
Submittal Deadline	October 23, 2019 at 2:00 p.m.
Interviews Scheduled, if required	October 28-30, 2019
Board Approval	On or before December 5, 2019

2.4 Submission of a Proposal

Respondent shall submit **one original and three (3) copies of his Proposal including executed Exhibits A - G**. Proposal must be sealed and clearly marked as RFP Electrical Services assigned by the Santa Cruz County Sanitation District, addressed to:

Santa Cruz County Sanitation District
 Attn: Beatriz Barranco, Sanitation Operations Manager
 701 Ocean St., Room 410
 Santa Cruz, CA 95060

2.5 On Site Inspection

On site inspection of Respondent's facilities may be performed by the District and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.6 Multiple Offers not Allowed

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, alternative proposals may be included in one Proposal.

2.7 Late Responses

Proposals received after the Submittal Deadline will not be considered for award and will be returned to Respondents unopened. Respondent is responsible for the timely and correct delivery of his Proposal.

2.8 Point of Contact

All questions regarding this RFP shall be made in writing directly to Beatriz Barranco who may be reached by e-mail at Beatriz.Barranco@santacruzcounty.us. No other individual has the authority to respond to questions submitted unless specifically authorized by Beatriz Barranco. Failure to adhere to this process may disqualify the Respondent.

2.9 References

Respondent shall submit Exhibit "B" – Customer References with Proposal. Reference checks confirm contractor and/or their subcontractors have successfully performed the proposed services on similar projects, including completion within budget, schedule, and scope.

The District reserves the right to:

- a. Check all, any, or no references that the District deems necessary, to assess a firm's past performance;
- b. Contact all or as many references the District determines are representative projects demonstrating experience that is relevant to this scope of services; and
- c. Check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services known to the District.
- d. The client reference score/weight shall have no bearing on any other evaluation criteria.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the District. Exhibit "D" is attached herein.

2.11 Evaluation Criteria

If an award is made, it will be made to the responsive and responsible Respondent(s) that offers the District the greatest value based on an analysis involving a number of criteria. Evaluation criteria may include, but is not necessarily limited, to the following:

Quality & performance of previous contracts	40 points
Hourly rate of services and the overall cost	25 points
Capacity of Respondent to perform specified services	25 points
Compliance with RFP requirements	<u>10 points</u>
Total:	100 points

The District will evaluate and select the Respondent that best meets the needs set forth in this solicitation, which is the best qualified and able to provide the specified services. Evaluation of the proposals shall be within the sole judgment and discretion of the District. Award of contract is contingent upon approval by the Santa Cruz County Sanitation District and funding availability.

2.12 Cost of Service

The District reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through June 30, 2020. If renewed on expiration, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.13 Reservations

At its sole discretion, the District reserves the right to take the following actions any time and for its own convenience:

- Reject any and all Proposals, without indicating any reasons for such rejection.

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- Waive or correct any minor or inadvertent defect, irregularity or technical error in any Proposal or procedure, as part of the Proposal or any subsequent negotiation process.
- Withdraw this RFP and issue a new Request for Proposals anytime thereafter.
- Procure any materials or services specified in the RFP by other means.
- Extend any or all deadlines specified in the RFP, including deadlines for accepting Proposals, by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP or other data available to the District. Such disqualification is at the sole discretion of the District.
- Reject the Proposal of any Respondent that is in breach of or in default under any other agreement with the District.
- Reject any Respondent deemed by the District to be non-responsive, unreliable, or unqualified.

2.14 Notification of Withdrawals of Proposals

By formal written notice, Respondent's Authorized Representative may modify or withdraw his Proposal before the Submittal Deadline. Proposals not withdrawn before the Submittal Deadline will become the property of the Santa Cruz County Sanitation District.

2.15 Interpretation

Should any discrepancies or omissions be found in the Proposal, or doubt as to its meaning, the Respondent shall notify the District in writing at once (e-mail is acceptable). The District may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by District staff shall be binding. Questions must be received at least seven (7) days before RFP closing date. All addenda issued shall be incorporated into the Contract.

2.16 Pre-Award Conference

If requested by Santa Cruz County Sanitation District, successful Respondent(s) shall meet with the District representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.17 Compliance

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal? Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

2.18 Responsibility and Performance

The District will consider the Respondent to be the sole point of contact with regard to all contractual matters.

Respondent shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Respondent have local representation to provide onsite consultation/problem resolution if required.

2.19 Respondent Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your Proposal. All responses shall reference the RFP paragraph number.

- a. Experience: Respondent shall be an established firm conducting business of the nature specified in this RFP for a minimum of two (2) years. Respondent shall provide a brief Statement of company background including years in business and experience of support staff that would be assigned to the Contract.
- b. References: Provide a list of four (4) references. See Exhibit "B".
- c. Permit: Respondent must possess and provide a copy of license or permit to do business in the State of California and the County of Santa Cruz.
- d. Other Information: Any other information the Respondent deems appropriate should be included in this section.

2.20 RFP Addenda

These documents may not be changed by any oral statement. Changes to these documents will only be written Addendum issued by Beatriz Barranco or designee.

If/when necessary, a written addendum will be faxed or emailed or mailed to all prospective respondents.

2.21 Extending Contract Prices

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

2.22 Proprietary Information

All information appearing within the response is subject to Public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response.

2.23 Protest and Appeals Procedures

See Exhibit G on page 31.

SECTION 3. STATEMENT OF WORK

3.1 Overview

It is the intent of the District to award all services specified herein to a single contractor. A Board of Directors approved contract will be issued to the awarded vendor for fiscal year 2019-20 (Board approval – June 30, 2020) with three additional yearly renewals.

The District maintains the right, as it may deem necessary, to add or delete services to this Contract, with only a thirty (30) day written notice, in order to

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accommodate any future District offered programs or as a result in the reduction in District funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

3.2 Scope of Work

To provide "as needed" electrical support services during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and some non-normal business hours for the Santa Cruz County Sanitation District, at 2750 Lode Street, Santa Cruz and other Sanitation owned facilities including but not limited to:

- PG&E meter panel replacement or additions.
- Sewer lift station control panel and Motor Control Center (MCC) replacement.
- Install and connect instrumentations such as liquid level floats, pressure transducers and sonic transducers.
- Connect magnetic and clamp-on flow meters.
- Construct and install weatherproof wooden structures over pump station control panels per County of Santa Cruz Public Works specifications.
- Install XiO field installable controls units and NEMA-4X enclosures

3.3 Compensation

1. Awarded vendor shall show billing rates by work performed and by time performed (weekdays, after hours, weekends and holidays).
2. Awarded vendor shall show materials rate (cost, cost plus percentage).
3. Bid proposal may be requested for individual repair services.
4. Invoices shall be broken down by hourly rates and materials cost. Copies of receipts for materials over \$100.00 may be required.

3.4 Other Criteria

1. Awarded vendor shall have the ability to respond promptly to inquires and health and safety situations.
2. Awarded vendor shall provide a contact person and state number of days, evenings and weekends this person will be available.

3.5 Requirements

In addition to other minimum qualifications stated in this RFP, the Santa Cruz County Sanitation District has determined that the awarded vendor must demonstrate to the satisfaction of the Sanitation District, the following minimum experience to be qualified to perform the work described in this RFP:

- 1) Possess a valid, active and in good standing, State of California Contractor's License for a minimum of five (5) continuous years prior to date of bid opening.
- 2) Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
- 3) Possess a valid California Electricians license for all employees except apprentices.
- 4) Have the ability to work around sewerage conditions and be inoculated against Hepatitis.
- 5) Possess a confined space certification.

- 6) Possess and be operator certified for a PG&E style crane and bucket truck with the ability to work at heights above 30 feet. Be able to work to heights above 100 feet in a man lift.
- 7) Have the ability to set wooden mask pole to 40 feet.
- 8) Be experienced with the installation of XiO field installable units for a minimum of five (5) projects with a value over \$10,000.

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the contract between the District and the successful Respondent(s).

4.1 Term of Contract

The term of this contract shall commence from Board approval to June 30, 2020, renewable annually for three (3) additional years.

4.2 Purpose of Contract

The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide the services specified herein.

4.3 Changes

After award, no changes or additional service charges shall be made or imposed during the life of the Contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the Santa Cruz County Sanitation District, issued in advance of any additional work.

4.4 License and Permits

Contractor's employees shall possess all applicable licenses and certifications required by the State of California and the Santa Cruz County Cruz Sanitation District. Such licenses and certifications are to be presented to the District prior to the contract signing.

The Contractor shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

4.5 Compliance with Laws

Contractor shall comply with all applicable Federal, State and local rules, regulations and laws.

4.6 Termination

The District reserves the right to terminate the Contract, in whole or in part, at any time, for any reason or no reason, without penalty. District shall give Contractor thirty (30) days written notification prior to the effective date of termination.

4.7 Assignment

Contractor shall not assign the Contract, or any interest herein, without the prior written consent of the District, and then only to a person or persons approved by the District on such terms and conditions as District may require. If Contractor is sold, thirty (30) days advanced notice must be provided to the District. The District may elect to cancel the contract at that time. In the District's sole discretion, new owner may be permitted to assume all existing terms and conditions of the contract.

- 4.8 Inclusion of Documents
This RFP, all addenda, and successful proposal will be incorporated as part of any final Contract.
- 4.9 Price Guarantee and Change Orders
The District expects the cost will remain the same during the length of the Contract. The District will not recognize change orders unless approved by the authorized representative of the Santa Cruz County Sanitation District, issued in advance of the commencement of the additional work. Hourly rates may be adjusted only as stated in 2.13 of these terms and conditions.
- 4.10 Price Decline
In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then Contractor shall immediately extend those same lower prices to the District.
- 4.11 Invoices
Contractor shall itemize all applicable service and labor charges on its invoices, which shall be transmitted by the Contractor to the contracting department. Each invoice must clearly identify the following information:
- District Contract or Purchase Order Number
 - Service location
 - Time and date of service
 - Signature of Department Contact, or designee
- 4.12 Off-Shore Outsourcing of Services
Contractor certifies that any services performed on any purchase order or Contract with the Santa Cruz County Sanitation District, either by Contractor or any subcontractor will be performed solely by workers within the United States.
- 4.13 Severability
Should any part of the Contract 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 the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- 4.14 Controlling Law
The Contract shall only be governed and construed in accordance with the laws of the State of California and the County of Santa Cruz, and proper venue for legal action regarding the Contract shall only be the Santa Cruz County Sanitation District.
- 4.15 Amendment
Amendment to or modification of the terms and conditions of the Contract shall be effective only upon the mutual consent in writing by the parties hereto.
- 4.16 Indemnity and Insurance Requirements
Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the County of Santa Cruz, General Services Department, Purchasing Division, before contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit "F".

The District reserves the right to withhold payments to Contractor or cancel Contract in the event of non-compliance with the insurance requirements outlined above.

4.17 Living Wage/Prevailing Wage

(A) Living Wage: 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. Noncompliance during the term of the Contract will be considered a material breach and may result in termination of the Contract or pursuit of other legal or administrative remedies. The Chapter of the County Code also contains restrictions on successor contractors regarding employee retention. To the extent that you are chosen as the electric service provider and perform work in the Davenport County Sanitation District, Freedom County Sanitation District, County Service Areas, you will be subject to the provisions of the Santa Cruz County Code Chapter 2.122.

Complete and return Exhibit "E" with Proposal

(B) Prevailing Wage: If this Contract provides for installation, repair, or maintenance work over \$1,000.00, then California Labor Code Section 1720 requires that prevailing wages must be paid. Contractor's payroll records shall be sent to the County's Purchasing Division for review. Successful contractors are required to post prevailing rates at each job site and comply with all applicable requirements of the Labor Code. Rates are filed on the State of California Department of Industrial Relations web site (www.dir.ca.gov/).

Complete and return Exhibit "E" with Proposal.

4.18 Tropical Wood Products

This Contract is subject to Santa Cruz County Ordinance 2.37.107, which prohibits the use of tropical hardwood or tropical wood products. If Contractor fails to comply in good faith with any of the provisions of County Code Section 2.37.107, the respondent or Contractor shall be liable for liquidated damages in an amount equal to the respondents or Contractors net profit under the Contract, or five percent (5%) of the total amount of the Contract Sum, whichever is greater. The Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the District upon demand and may be set off against any monies due to the respondent or Contractor from any Contract with the District. To the extent that you are chosen as the electric service provider and perform work in the Davenport County Sanitation District, Freedom County Sanitation District, County Service Areas, you will be subject to the provisions of the Santa Cruz County Code Ordinance 2.37.107.

4.19 Default

- 1) In addition to its remedies under Section 4.6 of this RFP, the District may, by written notice of default to the Contractor, terminate the whole or any part of a Contract:
 - a) The Contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension there of; or
 - b) The Contractor fails to perform any of the other provisions of this Contract.
- 2) In the event the District terminates a Contract in whole or in part, as provided in Paragraph (a), of this clause, the District may procure, upon such terms

and in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for such similar supplies, services or work; PROVIDED, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault and negligence of the Contractor.

4.20 Equal Employment Opportunity

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR 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, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and 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 Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees 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, 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, the following: 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, 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 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 Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the DISTRICT.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph B to be inserted in all subcontracts for any work covered under this Agreement 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.

4.21 Independent Contractor Status

CONTRACTOR and DISTRICT have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. DISTRICT 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 DISTRICT 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, DISTRICT 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 DISTRICT 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 DISTRICT; (i) CONTRACTOR and DISTRICT believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The DISTRICT 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.

4.22 Acknowledgement

CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Sanitation District Board of Directors has provided funding to the CONTRACTOR.

4.23 Retention and Audit of Records

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by the District, whichever occurs first. Contractor 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 this Agreement.

4.24 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to any 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. To the extent that you are chosen as the electric service provider and perform work in the Davenport County Sanitation District, Freedom County Sanitation District, County Service Areas, you will be subject to the provisions of the Santa Cruz County Code Chapter 1.05.

4.25 Travel Reimbursement

All travel, hotel accommodations and meal expenses for services required under any resulting contract from this Request for Proposal, shall be charged at current per diem rates as follows: 1) Mileage rates are limited to the maximum allowable IRS rate for California; 2) Lodging rates are limited to the Federal maximum per diem rates plus the applicable transient occupancy taxes; 3) Meal reimbursement rates are limited to Federal per diem rates. Any exceptions must be pre-approved by the Santa Cruz County Auditor-Controller.

4.26 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under this Agreement may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, "Protected Information") that is subject to State or Federal laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

1. Contractor agrees to hold the District's Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by the District, or applicable laws.
2. Contractor agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by commercially acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Protected Information.
3. Within 30 days of the termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Protected Information to the District unless the District requests in writing that such data be destroyed. Contractor shall certify in writing to the District that such return or destruction has been completed.
4. Contractor agrees to include the requirements contained in paragraphs (A) through (D) inclusive, in all subcontractor contracts providing services under this Agreement.

SECTION 5. OFFICIAL Proposal FORM

The undersigned offers and agrees to furnish all work, materials, equipment and incidentals required to complete the services for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions herein.

Respondent shall include with Proposal:

1. Letter of Transmittal with information regarding your company and a statement of qualifications to provide the services required.
2. Services offered with complete description and rate sheet.
3. Provide cost for the proposed example services based on following estimated usage during normal business hours (Monday thru Friday, 8:00 a.m. to 5:00 p.m.) at Prevailing Wage rates:

NOTE: This information will only be used in evaluation of the proposals. If selected, amounts in the rate sheet will be used.

Labor:

<u>Level</u>	<u>Cost per Hour</u>	<u>Estimated Hours(yearly)</u>	<u>Total</u>
Journeyman	\$ _____ X	300 hours	= \$ _____
Apprentice 2	\$ _____ X	145 hours	= \$ _____
Apprentice 1	\$ _____ X	45 hours	= \$ _____
		Yearly Total:	\$ _____

Labor Rates for Non-Normal Business Hours:

- Journeyman \$ _____/hour
- Apprentice 2 \$ _____/hour
- Apprentice 1 \$ _____/hour

4. Cost for Materials:

Cost plus _____%

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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 _____, 2019

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

Attachment: RFP - Request for Electrical Support Services - SCCSD Board letter - Approved (12382 : Approval of Electrical Support Services

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**

List and submit with Proposal, four (4) customer references for whom you have furnished similar services in size and nature, two (2) of which in Santa Cruz County Area if applicable. County/Public Agencies are preferred.

1. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

2. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

3. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

4. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

Attachment: RFP - Request for Electrical Support Services - SCCSD Board letter - Approved (12382 : Approval of Electrical Support Services

**Exhibit C
Designation of Subcontractors**

Respondent shall complete the form below for each Subcontractor. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. **If there are no subcontractors, please State "NONE".**

SUBCONTRACTORS		
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK	
Respondent Signature: _____	Date: _____
Respondent's Name & Title (Print): _____	

Attachment: RFP - Request for Electrical Support Services - SCCSD Board letter - Approved (12382 : Approval of Electrical Support Services

**Exhibit D
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, _____, am the
(Name)

_____ of _____,
(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

Attachment: RFP - Request for Electrical Support Services - SCCSD Board letter - Approved (12382 : Approval of Electrical Support Services

Exhibit E
COUNTY OF SANTA CRUZ
LIVING WAGE COMPLIANCE STATEMENT – FISCAL YEAR 2019-2020

COMPANY NAME: _____

Address: _____
Street City State Zip

Proposed Service: _____ for Department: _____

- Number of company employees: _____ If five or less, skip questions 2-9, sign below and return.
- Of these employees, are they covered by a collective bargaining agreement? Yes: _____ No: _____

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

If no above, are your covered employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$17.38/hr with benefits or \$18.96/hr without benefits)? Yes: _____ No: _____

- Are medical benefits provided to your covered employees who are assigned to any County contract?
Yes: _____ No: _____

If yes, enter the name and address of the plan or program below.

Name of program, plan or fund Address

- Are your covered full-time employees receiving a minimum of twelve days compensated leave annually (sick and vacation leave combined)? Yes: _____ No: _____

- Will any subcontractors perform work on this contract? Yes: _____ No: _____

If yes, please complete and submit this form for each subcontractor working on this County Contract.

- Please list all current contracts and purchase orders for services you have with the County. Use an additional sheet if necessary.

Contract/PO# Dollar Amount Contract/PO# Dollar Amount Contract/PO# Dollar Amount

- Within the last five years, have you had any violations with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing? Yes: _____ No: _____

If yes, attach a Statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: _____ No: _____

- For each County contract, you may be required to provide certified payroll records after the contract is completed to include the following information for each employee assigned to the work: employee name, contact phone number, job classification, hire date, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: _____ No: _____

I certify, under penalty of perjury, that the above information is true and correct:

Name (please print) Title Phone Number Fax Number

Signature Date

Email address

Attachment: RFP - Request for Electrical Support Services - SCCSD Board letter - Approved (12382 : Approval of Electrical Support Services

EXHIBIT F

Contract No. _____

****SAMPLE******INDEPENDENT CONTRACTOR AGREEMENT**
(STANDARD)

This Contract, which is effective on the date it is fully executed, is between the SANTA CRUZ COUNTY SANITATION DISTRICT, hereinafter called DISTRICT, and (enter contractor name), hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: (enter scope of work) for the DISTRICT (hereinafter "the project").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, DISTRICT agrees to pay CONTRACTOR as follows: Payment not to exceed \$(enter amount of contract), processed for payment in full after completion of the project, receipt of invoice, and approval of project manager [OR] after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month.

3. **TERM.** The term of this Contract shall be: (first date of contract) through (last date of contract). If this Contract is placed on the DISTRICT'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.** Either party hereto may terminate this Contract at any time by giving thirty (30) days' written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**
To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless DISTRICT (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 DISTRICT 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 DISTRICT. 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).

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 DISTRICT and any insurance or self-insurance maintained by DISTRICT 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 DISTRICT 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 DISTRICT.

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 DISTRICT 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 DISTRICT 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 \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and DISTRICT ____ / ____.

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 SANTA CRUZ COUNTY SANITATION DISTRICT, 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 Sanitation District
Attn: Beatriz Barranco
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 DISTRICT 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 DISTRICT 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 Sanitation District
Attn: Beatriz Barranco
701 Ocean Street, Room 410
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to DISTRICT a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT 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 DISTRICT 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, 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 DISTRICT 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 DISTRICT.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(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.

8. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and DISTRICT have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. DISTRICT 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 DISTRICT 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, DISTRICT 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 DISTRICT 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 DISTRICT; (i) CONTRACTOR and DISTRICT believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The DISTRICT 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 DISTRICT.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the SANTA CRUZ COUNTY SANITATION DISTRICT Board of Directors 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 DISTRICT, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the 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.

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 DISTRICT 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:

(enter attachments here)

14. **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 SANITATION DISTRICT Board of Directors.

15. **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.

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SAMPLE

Attachment: RFP - Request for Electrical Support Services - SCCSD Board letter - Approved (12382) : Approval of Electrical Support Services

SIGNATURE PAGE

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **(ENTER CONTRACTOR NAME)**

4. **SANTA CRUZ COUNTY
SANITATION DISTRICT**

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

3. **APPROVED AS TO INSURANCE:**

1. **APPROVED AS TO FORM:**

Risk Management

Office of the DISTRICT Counsel

DISTRIBUTION:

- [Enter Initiating Department Name]
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

Attachment: RFP - Request for Electrical Support Services - SCCSD Board letter - Approved (12382 : Approval of Electrical Support Services

EXHIBIT G
Protests and Appeals Procedures

1. Protests to the District Engineer

Any actual or prospective bidder, offeror or Contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, other than a bid protest, may protest to the District Engineer. The protest shall be submitted in writing to the District Engineer (Purchasing Agent) within five (5) working days after notification of the recommendation of award.

2. Decision of the District Engineer

The District Engineer 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 District Secretary of the Board of Directors within seven (7) working days after receipt of the decision made by the District Engineer. However, if the underlying protested award is not subject to approval by the Board of Directors (contracts for services for up to \$15,000), then the District Engineer's decision shall be final.

The District Engineer shall discuss with District Counsel all protests prior to issuing a written decision.

3. Protests and Appeals to the Board of Directors

(a) If permitted under Section 2(b) above, the decision of the District Engineer may be appealed to the Board of Directors.

(b) Any actual or prospective bidder, offeror or Contractor who is allegedly aggrieved may protest a bid to the Board of Directors.

4. Time Limits for Filing Protests and Appeals to the Board of Directors

Protests and appeals to the Board of Directors must be filed no later than ten days after the date of the decision being protested or appealed. The District shall be considered an interested party. When the appeal period ends on a day when the District 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 District Secretary of the Board of Directors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or District 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 Directors under this Section, the District shall not proceed further with the solicitation or with the award of the Contract until the appeal is resolved, unless the County Administrative Officer, in consultation with District Counsel, the District Engineer, and the using department, makes a written determination that the award of the Contract without delay is necessary to protect a substantial interest of the District.

6. Protest and Appeal Procedure

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty days of the District's receipt of a protest or appeal unless the protestor and District 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 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 District Secretary of the Board of Directors 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.

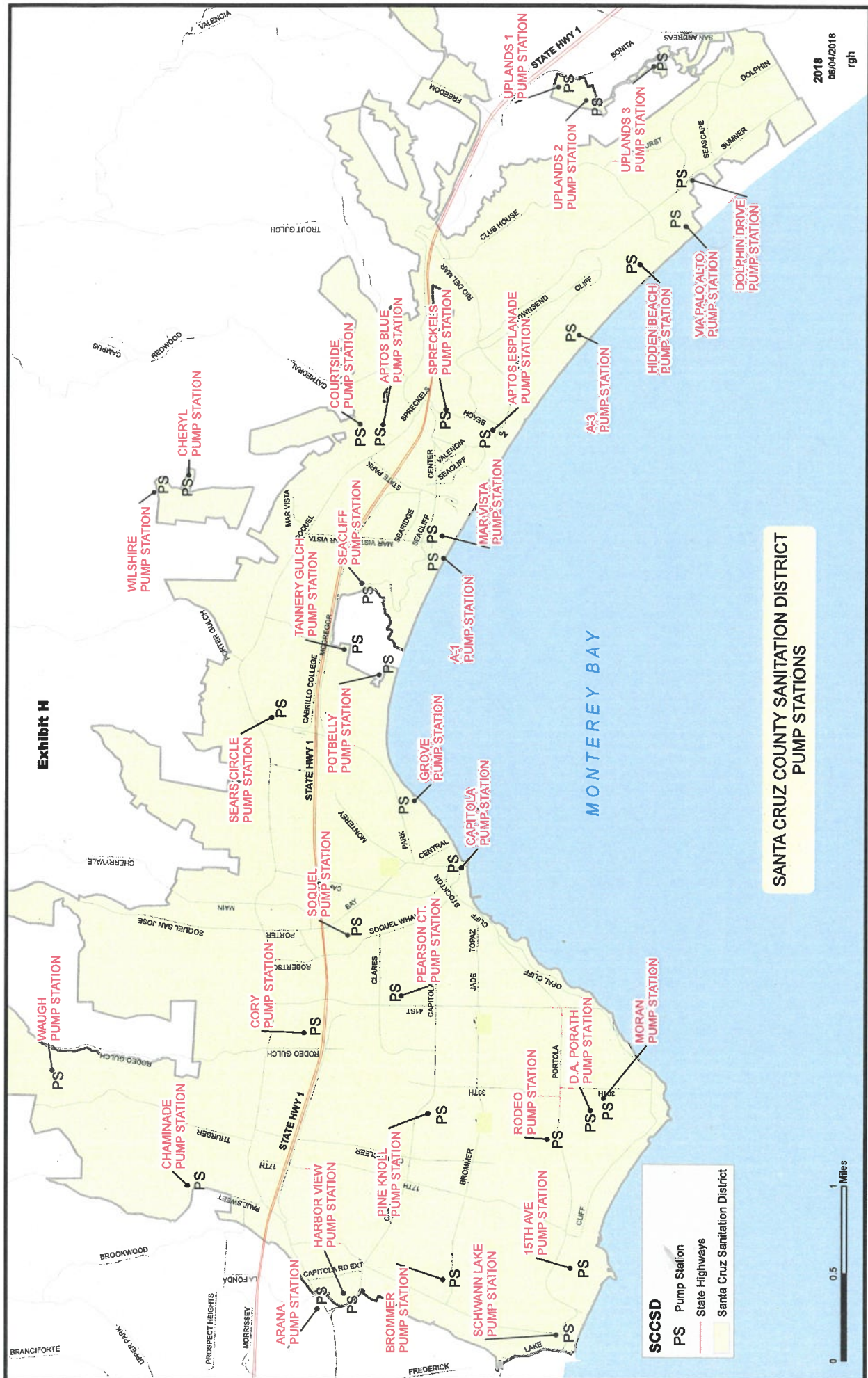
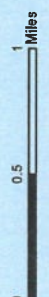


Exhibit H

SANTA CRUZ COUNTY SANITATION DISTRICT
PUMP STATIONS

SCCSD

- PS Pump Station
- State Highways
- Santa Cruz Sanitation District





County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Recycling

(831) 454-2160

Subject: New Infrastructure Service Charge for Recycling and Solid Waste Services

Meeting Date: April 12, 2022

Recommended Actions

- 1) Set a public hearing for June 7, 2022, beginning at 9:00 a.m., or thereafter, to consider approving a resolution establishing a charge for recycling and solid waste services infrastructure at the County's Buena Vista Landfill;
- 2) Approve the Notice of Public Hearing and direct Community Development and Infrastructure to mail the Notice to all affected property owners within the unincorporated County at least 45 days before the June 7, 2022 public hearing; and
- 3) Direct the Clerk of the Board to publish the Notice of Public Hearing once per week for two weeks before the hearing in a newspaper of general circulation.

Executive Summary

A recycling and solid waste services charge is needed in order to fund the construction and operation of a transfer station and organics facility at the Buena Vista landfill as well as increased closure costs for the Buena Vista Landfill. The per parcel charge has been developed by the County's Recycling and Solid Waste Strategic Planning consultant, HF&H Consultants.

Background

To implement these service charges in the Unincorporated County for Recycling and Solid Waste Services, it is necessary to adopt a resolution. To adopt this resolution in concept, the Board must first hold a public hearing. Attached for the Board's approval is a Notice of Public Hearing for the proposed new recycling and solid waste services charges.

Analysis

The Buena Vista Landfill has approximately six to eight years of remaining capacity. Planning is currently underway to co-locate two transfer stations and a compost facility at the Buena Vista Landfill. The proposed charge reflects the estimated costs for two new transfer stations at Buena Vista Landfill (one self-haul, and one commercial), a new organics processing and compost facility, increased closure costs for the Buena Vista Landfill, and related operations costs for the new facilities. The total new costs for infrastructure amounts to an estimated \$55 million, which the County will need to bond for construction. Current planning estimates the transfer stations and compost facility to

become operational in 2026. Beginning a new charge per parcel in FY 2022-23 will allow the County to place approximately \$14 million into capital reserves which can then use as a down payment for the debt service.

The proposed recycling and solid waste charges are shown in the table below. The charges only apply to parcels in the unincorporated County.

Proposed Charge Per Parcel Per Year					
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Annual Amount	\$110	\$125	\$140	\$155	\$175.36
Equivalent Monthly Amount	\$9.17	\$10.42	\$11.67	\$12.92	\$14.61

The solid waste system cost of service study report as well as the notice to parcel owners is attached for the Board's review.

Financial Impact

The new charge is expected to result in the following capital contributions:

- Fiscal Year 2022-23: \$775,926 to the Buena Vista Closure Fund, \$1,559,701 to transfer station operations, and \$2,616,243 to capital reserves.
- Fiscal Year 2023-24: \$775,926 to the Buena Vista Closure Fund, \$1,627,483 to transfer station operations, and \$3,223,716 to capital reserves.
- Fiscal Year 2024-25: \$775,926 to the Buena Vista Closure Fund, \$1,698,869 to transfer station operations, and \$3,827,586 to capital reserves.
- Fiscal Year 2025-26: \$775,926 to the Buena Vista Closure Fund, \$1,773,728 to transfer station operations, and \$4,427,981 to capital reserves.
- Fiscal Year 2026-27: \$775,926 to the Buena Vista Closure Fund, \$1,236,251 to transfer station capital costs, \$3,343,859 to transfer station operations, \$722,684 to compost facility capital costs, \$1,749,953 to compost facility operations, (\$577,647) from self-haul tip fees to MRWMD, and \$643,122 for trucking to MRWMD.

Strategic Plan Element(s)

4C and D (Sustainable Environment: Local Conservation and Climate Change)
Adding a new solid waste infrastructure charge will allow the County to continue to have a local waste sorting facility which will further allow the County to meet its goals of recycling and reuse, and by reducing the impacts of methane gas production by locally composting organic materials.

6C (County Operational Excellence: County Infrastructure)

Adding a new solid waste infrastructure charge allows the County to meet the goal of maintaining County assets which includes local recycling and solid waste collection at the Buena Vista Landfill.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a R&SW Services Cost of Service Study Report
- b Public Hearing Notice (Newspaper)
- c Public Hearing Notice (Flyer)

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING
PROPOSED NEW RECYCLING AND SOLID WASTE SERVICES
INFRASTRUCTURE CHARGE

Notice is hereby given that the Board of Supervisors of the County of Santa Cruz, has scheduled June 7, 2022, at 9:00 a.m. or thereafter, for a hybrid meeting (either in-person at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, California OR by teleconference via Zoom), to allow public input and comments, if any, and to consider adoption of an ordinance establishing the following Recycling and Solid Waste Services Infrastructure charge that would be effective June 7, 2022:

Proposed Charge Per Parcel					
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Annual Amount	\$110.00	\$125.00	\$140.00	\$155.00	\$175.36
Equivalent Monthly Amount	\$9.17	\$10.42	\$11.67	\$12.92	\$14.61

The proposed charge reflects the estimated costs for two new transfer stations at Buena Vista Landfill (one self-haul, and one commercial), a new organics processing and compost facility, increased closure costs for the Buena Vista Landfill, and related operations costs for the new facilities. The total new costs for are estimated at \$55 million, which the County will need to bond for construction. **If you have questions how this may affect your parcel, please call (831) 454-2160.** A cost of service study was formulated to calculate these charges for recycling and solid waste services infrastructure, and is available upon request from the Public Works Department, Recycling and Solid Waste Services Division, at 701 Ocean Street, Room 410, Santa Cruz, CA 95060.

The County complies with the Americans with Disabilities Act (ADA). Questions regarding accommodation under the ADA should be directed the Clerk of the Board at (831) 454-2323. As a courtesy to those affected, please attend the meeting smoke and scent free.

BY ORDER OF THE SANTA CRUZ COUNTY
BOARD OF SUPERVISORS

By: Chief Deputy Clerk

SANTA CRUZ COUNTY RECYCLING AND SOLID WASTE SERVICES



Notice of Public Hearing

Tuesday, June 7, 2022

WHAT WE DO

The County of Santa Cruz owns and operates two recycling and solid waste facilities: the Buena Vista Landfill in south County, and Ben Lomond Transfer Station in north County. These facilities serve the recycling and refuse disposal needs for residents and businesses in the unincorporated area of Santa Cruz County. In addition to maintaining and operating the disposal site facilities, Recycling and Solid Waste Services provides the following:



Ben Lomond Transfer Station

- Administration of the garbage and recycling collection franchise services
- Management of programs designed to meet statewide diversion goals and mandates including food waste and organic material per SB 1383 (Short-Lived Climate Pollutants)
- Operation of three Household Hazardous Waste facilities
- Implementation of County's Zero Waste Goal Plan
- Green schools and business programs
- Report to State and Federal agencies regarding solid waste facilities compliance and environmental pollution control programs
- Beautification programs (litter and illegal dumping clean-up, graffiti abatement and street sweeping)
- Planning for future solid waste programs and facilities in coordination with the cities of Capitola, Santa Cruz, Scotts Valley and Watsonville through the Integrated Waste Management Local Task Force

Visit santacruzcountyrecycles.org for more information.

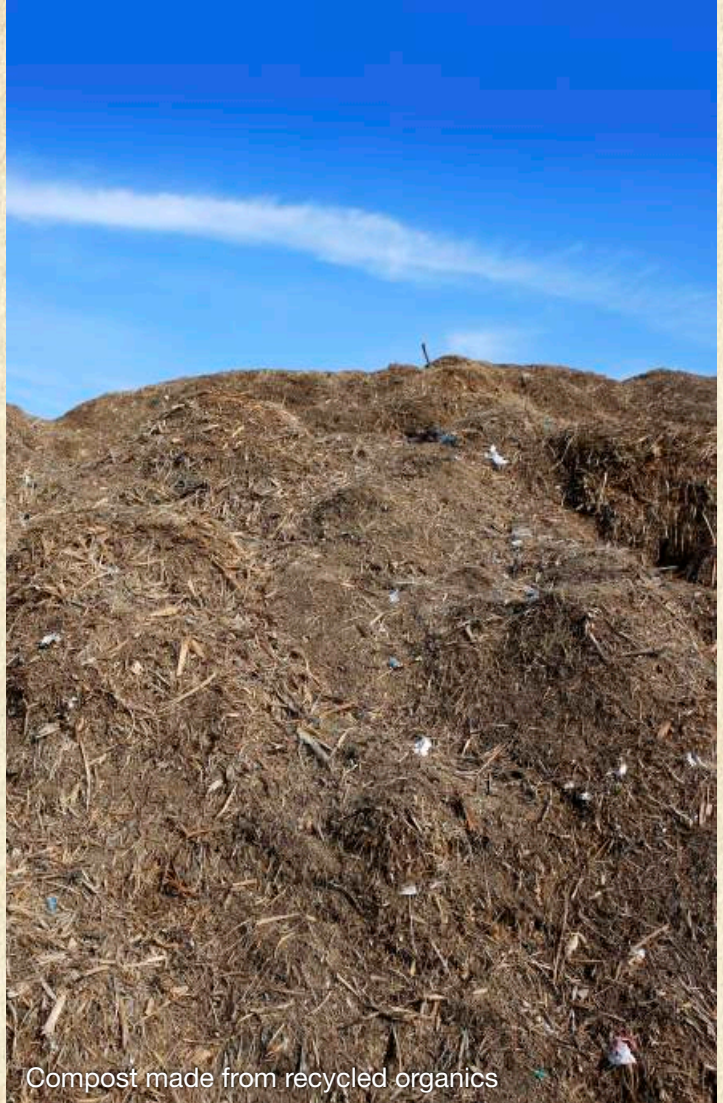


PROPOSED RATE CHARGE FOR RECYCLING AND SOLID WASTE SERVICES INFRASTRUCTURE

The Buena Vista Landfill is projected to reach maximum capacity in 6-8 years and will no longer be permitted to bury refuse at that time. In order to maintain the Buena Vista site as a location where residents' solid waste and recycling can be taken, the County plans to construct two transfer stations (one for self-haulers and one for commercial haulers).

Additionally, in order to meet SB 1383 requirements, an organics processing and composting facility is planned to be constructed. The County will need to bond for construction.

In order to pay for the construction and operations of these new facilities, the County is proposing to collect a Recycling and Solid Waste Infrastructure Services Charge beginning in fiscal year 2022-2023. The proposed charge reflects the estimated costs for two new transfer stations at Buena Vista Landfill, a new organics processing and compost facility, increased closure costs for the Buena Vista Landfill, and related operations and maintenance costs for the new facilities. The total new annual costs for these services have been apportioned to all developed parcels in the unincorporated County. A cost of service study was formulated to calculate these charges, and is available upon request from the Public Works Department, Recycling and Solid Waste Services Division, at 701 Ocean Street, Room 410, Santa Cruz, CA 95060.



Compost made from recycled organics

PROPOSED CHARGE PER PARCEL

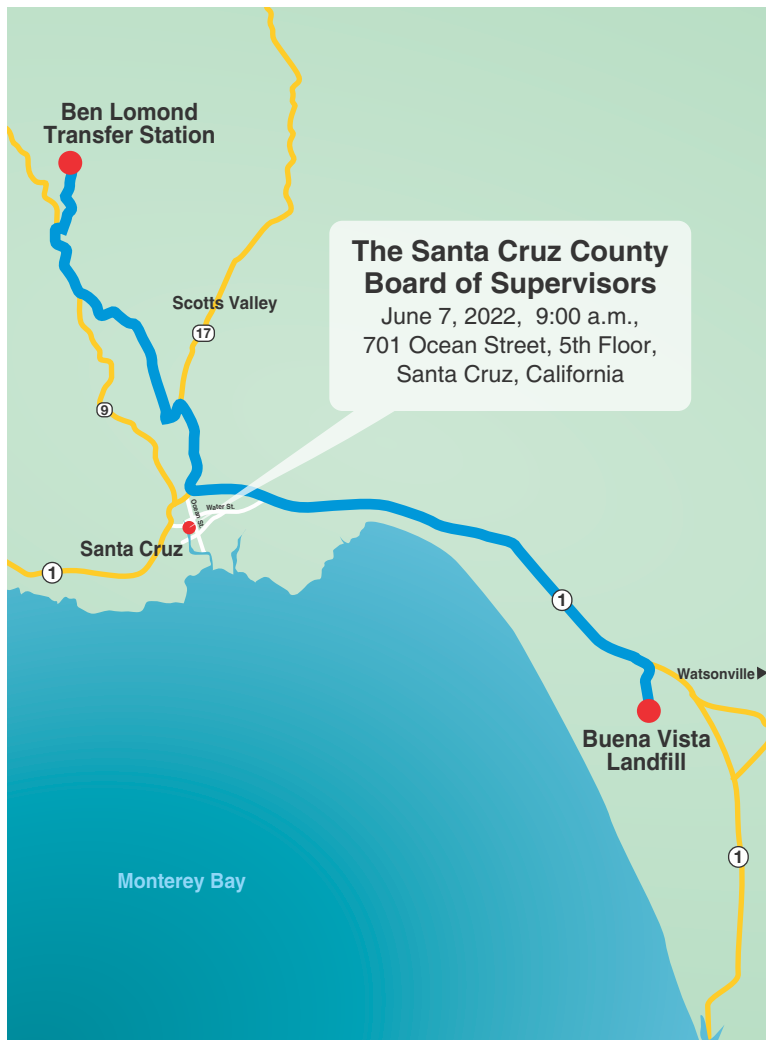
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Annual Amount	\$110.00	\$125.00	\$140.00	\$155.00	\$175.36
Equivalent Monthly Amount	\$9.17	\$10.42	\$11.67	\$12.92	\$14.61

PUBLIC HEARING

Tuesday, June 7, 2022

The Santa Cruz County Board of Supervisors, at their June 7, 2022 meeting at 9:00 a.m. in the Board Chambers at 701 Ocean Street, 5th Floor, in Santa Cruz, California, will hold a hearing to allow for public comment, and to consider adoption of a new rate charge for Recycling and Solid Waste Services Infrastructure. At the public hearing, the Board will accept oral and written testimony, as well as written protests, regarding the proposed charges. Written testimony, including protests, will also be accepted at the Department of Public Works, 701 Ocean Street, Room 410, Santa Cruz, CA, 95060. Items mailed must be received prior to the hearing in order to be considered by the Board.

Please check the Santa Cruz County Board of Supervisors Meeting Portal web page for more information at: <http://santacruzcountyca.iqm2.com/citizens/default.aspx?>



Ben Lomond Transfer Station



Buena Vista Landfill

NOTICE

of PUBLIC HEARING

Proposed Rate for Recycling and Solid Waste Services Infrastructure Charge

831-454-2160

DPW_web@santacruzcounty.us



You are receiving this Notice because you may be affected by a new Recycling and Solid Waste Services infrastructure charge the County of Santa Cruz is proposing. The Board of Supervisors will consider the charge at their June 7, 2022 meeting.

SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS

701 Ocean Street, Room 410
Santa Cruz, CA 95060

45.c

Recycling Resources

Recycle Information Line 831-454-2333

- What and where to recycle (recorded messages)

Curbside Refuse, Recycling and Yard Waste Collection 800-665-2209

(operated by GreenWaste Recovery)
www.greenwaste.com/santa-cruz-county

- Begin new service
- Report missed recycling or trash service
- Request delivery or removal of carts
- Obtain oil recycling jugs

County Public Works Dept. 831-454-2160

www.santacruzcountyrecycles.org

- Apartments and business recycling inquiries
- Complaints, compliments or suggestions
- Report roadside trash 831-477-3999
- Download and use the "My Santa Cruz County" free mobile app

Household Hazardous Waste 831-454-2606

(recorded messages)

- Schedule for free disposal
- Non-hazardous alternatives

Contact Zero Waste Outreach Team 831 454-2160

- ZeroWaste@santacruzcounty.us
- Questions
- Volunteer as a Zero Waste champion

Composting Resources www.compostsantacruzcounty.org

Buena Vista Landfill & Recycling Center 831-454-5153

- Recorded information 831-454-2430
- 1231 Buena Vista Drive, Watsonville 95076
- Open Mon-Sat 7:30-3:30
- HHW Facility - Open Wed, Fri & Sat 7:30-3:30

Ben Lomond Transfer Station & Recycling Center 831-336-395

- Recorded information 831-454-2430
- 9835 Newell Creek Road, Ben Lomond 95005
- Open Mon-Sat 7:30-3:30
- HHW Facility - Open Thursdays 7:30-3:30

California Grey Bears Recycling Centers 831-479-1055 ext. 231

- Mid County, 2710 Chanticleer Avenue, Santa Cruz 95065
- Open 7:30-3:45 daily
- Buena Vista Landfill - Open Mon-Sat 7:30-3:30
- Ben Lomond Transfer Station - Open Mon-Sat 7:30-3:30

City of Santa Cruz Resource Recovery Facility & Recycling Center 831-420-6270

- Open to unincorporated county residents in Davenport and Bonny Doon only
- 605 Dimeo Lane, Santa Cruz 95060
- Open Mon-Sat 7:30-3:30
- HHW Facility - Open Saturdays 7:30-3:30

Attachment: Public Hearing Notice (Flyer) (12376 : New Infrastructure Service Charge for Recycling and Solid Waste Services)



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Recycling

(831) 454-2160

Subject: Amendment to Solid Waste Engineering Consultant Agreement

Meeting Date: April 12, 2022

Recommended Action(s):

- 1) Approve the attached amendment to independent contractor agreement 19D0301(21D0301) with Geosyntec Consultants, Inc., for solid waste engineering consultant services recurring annual tasks, by increasing the contract \$10,453 for a not-to-exceed amount of \$217,146; and
- 2) Authorize the Director of Community Development and Infrastructure to sign the agreement on behalf of the County.

Executive Summary

Geosyntec Consultants, Inc., provided solid waste engineering consultant work in Fiscal Year 2020-2021 that exceeded the contract compensation amount. In order to ensure the contractor is fully compensated for this work an amendment to the agreement is required.

Background

On May 22, 2018, the Board approved an Independent Contractor Agreement (Contract No. 19D0301(20D0301)) with Geosyntec Consultants, Inc., to provide solid waste engineering consultant services recurring annual tasks.

Analysis

The agreement with Geosyntec Consultants, Inc., includes a scope of work with recurring annual tasks to meet environmental monitoring and reporting compliance regulations needed at the County's Buena Vista and Ben Lomond landfills. In addition to the recurring annual tasks the scope of work includes a general consulting task to cover any unanticipated work needed to meet regulatory compliance.

During Fiscal Year 2020-21 additional unanticipated work that exceeded this task budget was needed to address stormwater compliance, grading and refuse fill planning, and per- and polyfluoralkyl substances (PFAS) impacts for Buena Vista Landfill.

Financial Impact

The recommended new cost for the agreement with Geosyntec Consultants, Inc. is \$217,146. the Recycling and Solid Waste Services FY 2021-22 budget has sufficient funding available to absorb the recommended increase in the amount of \$10,453 and is accounted for in a special revenue fund (GL Key 625110/62330).

Strategic Plan Element(s)

4. C (Sustainable Environment: Local Conservation) - Payment for services rendered for environmental compliance and engineering services at the County's Buena Vista and Ben Lomond landfills is supportive of clean water and recycling and solid waste management.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Amendment to Agreement #19D0301 Geosyntec Consultants, Inc. (eSign)
- b Insurance - Geosyntec Consultants, Inc

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. 19D0301(21D0301)

This Amendment No. 1 (“**Amendment**”) shall serve to modify the existing Contract No. 21D0301 (“**Contract**”) between the County of Santa Cruz (“**County**”) and Geosyntec Consultants, Inc. (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

I. Background.

- a. The Parties entered into the Contract effective May 22, 2018.
- b. The Contract has not been previously amended.
- c. Contract requires additional compensation to ensure Contractor is fully paid for solid waste engineering and environmental services to address stormwater compliance, grading and refuse fill plan and per- and polyfluoralkyl substances (PFAS) impacts for Buena Vista Landfill that were performed in fiscal year 2020- 2021.

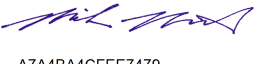
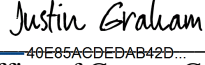
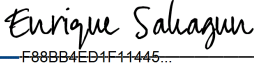
II. Effective Date of Amendment.

- a. This Amendment shall be effective as of the date fully executed by all Parties hereto (“**Effective Date**”).

III. Changes to Contract.

- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
 1. Increase compensation by \$10,452.74 for a not-to-exceed amount of \$217,145.74 for fiscal year 2020-2021 only.
- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

<p><u>GEOSYNTEC CONSULTANTS, INC.</u> ("Contractor")</p>	<p>COUNTY OF SANTA CRUZ ("County")</p>
<p>[Signature of person signing for Contractor]</p> <p>DocuSigned by:  <small>A7A4BA4CFEE7479...</small> 3/30/2022</p> <hr/> <p>Michael J. Minch Date</p> <p>2</p>	<p>Matt Machado Deputy CAO, Director of Public Works</p> <hr/> <p>Date</p> <p>4</p>
<p>Address: 1111 Broadway, 6th Floor Oakland, CA 94607</p> <p>Telephone: (510) 836-3034</p> <p>Fax: (510) 836-3036</p> <p>Email: mminch@geosyntec.com</p>	<p>Approved as to Form:</p> <p>DocuSigned by:  <small>40E85ACDEEDAB42D...</small> 3/30/2022</p> <hr/> <p>Office of County Counsel Date</p> <p>1 <small>3/28/22 (AMS#12415)</small></p>
<p>DISTRIBUTION: Public Works Contractor</p>	<p>Approved as to Insurance:</p> <p>DocuSigned by:  <small>F88BB4ED1F11445...</small> 3/30/2022</p> <hr/> <p>Risk Management Date</p> <p>3</p>

Attachment: Amendment to Agreement #19D0301 Geosyntec Consultants, Inc. (eSign) (12415 : Amendment to Solid Waste Engineering

Certificate Of Completion

Envelope Id: 8B5203F93267429081FCBD91798DDA42

Status: Sent

Subject: Amendment to Agreement #19D0301 Geosyntec Consultants, Inc.(12415) 4/12/22 BOS

Source Envelope:

Document Pages: 2

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Rosa Ortiz-Rocha

701 Ocean Street

Santa Cruz, CA 95060

Rosa.Ortiz-Rocha@santacruzcounty.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

3/29/2022 8:57:11 PM

Holder: Rosa Ortiz-Rocha

Rosa.Ortiz-Rocha@santacruzcounty.us

Location: DocuSign

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Michael J. Minch

mminch@geosyntec.com

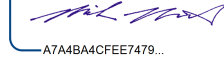
Vice President

Geosyntec Consultants

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Signature Adoption: Uploaded Signature Image

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Signed: 3/30/2022 8:24:29 AM

Electronic Record and Signature Disclosure:

Accepted: 3/30/2022 8:23:59 AM

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Enrique Sahagun

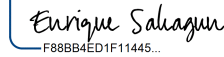
Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Accepted: 2/28/2022 5:38:23 PM

ID: 53dded50-e6e0-41af-93b9-11ee12d5835c

Justin Graham

Justin.Graham@santacruzcounty.us

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



40E85ACDEDAB42D...

Signature Adoption: Pre-selected Style

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Signed: 3/30/2022 10:32:39 AM

Electronic Record and Signature Disclosure:

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CBD eSignature

CBD.eSignature@santacruzcounty.us

County of Santa Cruz

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Michele Suttora Michele.Suttora@santacruzcounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2022 8:20:18 AM ID: 7f34d27a-8b16-475d-8339-490100c382b4</p>		
<p>Mirna Guerrero Mirna.Guerrero@santacruzcounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/2/2022 10:29:36 AM ID: b1e2ec57-507f-4634-ad39-3efe673d1efb</p>		
<p>Kasey Kolassa Kasey.Kolassa@santacruzcounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2022 10:31:25 AM ID: 297ce585-83fc-41e2-b7a5-4e9d1f80e130</p>		

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2022 8:59:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Construction Management

(831) 454-2160

Subject: Status Update: CZU Lightning Complex Fire, CSA 7 Boulder Creek Wastewater Treatment Plant

Meeting Date: April 12, 2022

Recommended Actions

- 1) Accept and file status update on emergency action under E-0028 with Anderson Pacific Engineering for repairs at CSA 7 Boulder Creek Wastewater Treatment Plant, effluent pump stations and leach pits;
- 2) Find that an emergency continues to exist pursuant to Public Contract Code section 1102;
- 3) Pursuant to Public Contract Code section 22050, find that there is a need to continue with the emergency action by four-fifths vote;
- 4) Pursuant to Public Contract Code section 22050, find that the nature of the emergency does not allow for competitive bidding by four-fifths vote; and
- 5) Direct Community Development and Infrastructure to return on April 26, 2022, with an updated report on the progress of emergency work.

Executive Summary

The CZU Fire created the need for repair of the Boulder Creek Wastewater Treatment Plant. On November 9, 2020, the Board directed Community Development and Infrastructure to return to each meeting with an update report on the progress of the emergency repairs and restoration at CSA 7 Boulder Creek Wastewater Treatment Plant, effluent pumps stations and leach pits. Updates are to be provided through emergency work completion and execution of contracts in accordance with Section 22050 of the Public Contract Code.

Background

On March 22, 2022, the Board found the need pursuant to Section 22050 of the Public Contract Code to continue with emergency restoration at the Wastewater Treatment Plant within the fire damaged area and to return with a report on the status of the work. Needed emergency action resulted from the CZU Lightning Complex Fire damaging sanitary infrastructure and threatening public services by the treatment plant directly impacting the safety of the public.

The Deputy CAO/Director of Community Development and Infrastructure determined pursuant to delegated authority that this damage constituted an emergency within the

definition of Public Contract Code Section 1102 as this presented an imminent danger to the public requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services. Failure to complete immediate repairs and restoration of CSA 7 Boulder Creek wastewater treatment plant, effluent pump stations and leach pits would have resulted in inoperable facilities and hazardous conditions from untreated wastewater to members of the public and residents throughout the fire damaged County areas.

Analysis

The status update is attached for reference. Repairs continue to be an emergency in accordance with Section 1102 of the Public Contract Code.

Financial Impact

The estimated cost for this project is \$3,500,000. Funding is estimated to be \$2,400,000 of insurance proceeds, \$150,000 FEMA and Cal OES disaster recovery grants and a local match portion of \$950,000 to be paid by the County Service Area No. 7, Boulder Creek.

Strategic Plan Elements

6.C (Operational Excellence: County Infrastructure)

The CZU Lightning Complex Fire Emergency wastewater treatment plant restoration supports the goals of the County Strategic Plan focus area to restore sewer services to County Service Area No. 7, and responsibly maintain County assets in support of community goals by repairing fire damaged public infrastructure.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Status Update - CZU Lightening Complex Fire, CSA 7 Boulder Creek



STATUS UPDATE

Emergency Repair

Status Update No.: 32		Meeting Date: April 12, 2022	
Project Name: CZU Lightning Complex Fire, CSA 7 Boulder Creek Wastewater Treatment Plant			
R No.: E-0028	Contract No.: 21D0524	Project No.: P50039	
Contractor Name: Anderson Pacific Engineering Construction, Inc.			
Status Updates Reported: 11/10/2020, 11/17/2020, 12/8/2020, 1/12/2021, 1/26/2021, 2/2/2021, 2/23/2021, 3/9/2021, 3/23/2021, 4/13/2021, 4/27/2021, 5/11/2021, 5/25/2021, 6/8/2021, 6/29/2021, 8/10/2021, 8/24/2021, 9/14/2021, 9/28/2021, 10/05/2021, 10/19/2021, 11/09/2021, 11/16/2021, 12/7/2021, 1/11/2022, 1/25/2022, 2/1/2022, 2/15/2022, 3/8/2022, 3/22/22			

UPDATE

Per Board memo ID No. 9636, an emergency of imminent danger to the public requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, and essential public services was found.

The wastewater treatment plant, effluent pump stations, and leach pits in CSA 7 Boulder Creek were severely damaged by fire. To prevent further unsafe and hazardous conditions at the inoperable facilities, immediate repair and restoration is necessary to provide wastewater treatment plant services.

As of March 25, 2022, items completed and in progress at the wastewater treatment plant facilities are as follows:

Completed Tasks at Lake Drive (wastewater treatment plant & pump station):

- For small building: Installation of concrete parking pad, exterior gypsum sheathing, electrical rough-in, and window flashing in addition to mechanical openings framed and pump manhole constructed.

Completed Tasks at Fallen Leaf:

- No new items to report.

Tasks In-Progress at Lake Drive/Wastewater Treatment Plant (Small Building):

- Installing doors, windows, mechanical items, and sump pump.
- Grading site and drainage swale.
- Continue electrical and generator mechanical work.

Tasks In-Progress at Fallen Leaf:

- No new items to report.

Repair and restoration of the wastewater treatment plant, effluent pump stations, and leach pits in CSA 7 Boulder Creek continues to be an emergency in accordance with Section 1102 of the Public Contract Code as inoperable facilities poses an imminent danger to the public as a result of severely damaged facilities preventing operation of required wastewater treatment plant services.



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Construction Management

(831) 454-2160

Subject: Notice of Completion: CZU Lightning Complex Guardrail Replacement Project

Meeting Date: April 12, 2022

Recommended Actions

- 1) Accept the improvements and approve the final cost of \$763,045 for Contract No. 22D0608, CZU Lightning Complex Guardrail Replacement project, Federal Project Number ER-15A5(001);
- 2) Authorize Community Development and Infrastructure to file the Notice of Completion; and
- 3) Request Community Development and Infrastructure to return the original Notice of Completion to the Clerk of the Board.

Executive Summary

The improvements for the CZU Lightning Complex Guardrail Replacement Project, Federal Project Number ER-15A5(001), were completed on January 7, 2022. This Notice of Completion is to accept the improvements and approve the final cost of \$763,045.

Background

On August 24, 2021, the Board awarded the CZU Lightning Complex Guardrail Replacement project to the low bidder, Granite Rock Company of San Jose, California, in the amount of \$774,182.

Analysis

The project provided for the replacement of guardrail sections damaged by the CZU Lightning Complex fire. The final construction cost was less than the bid amount by \$11,137 due to various quantity adjustments for actual constructed conditions.

Accepting the completed improvements and approving the final cost of construction will allow the recordation of the project and release all withheld retention.

Financial Impact

The original bid price was \$774,182, while the final construction cost was \$763,045. The project was executed under contract No. 22D0608 (Accounted for in GL Key 621202/62330/P41229, P41236, P41237, P41238, P41239, P41240, P41241, P41243, P41244, P41258 & P41250). An Emergency Relief Grant through FHWA was leveraged to cover majority of the costs for the project. State SB1 funds acted as the local match.

Strategic Plan Elements

3.A (Reliable Transportation: Regional Mobility)

3.C (Reliable Transportation: Local Roads)

The CZU Lightning Complex Guardrail Replacement project supports the goals of the County Strategic Plan to improve road infrastructure, intra-county connectivity, upgrade of road safety for all users, and responsibly maintaining County assets in support of community goals by repairing and restoring storm damaged public infrastructure.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

a Summary of Costs - CZU Lightning Complex Guardrail Replacement Project (22D0608)

b Notice of Completion - CZU Lightning Complex Guardrail Replacement Project

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
STATE OF CALIFORNIA

SUMMARY OF FINAL COSTS FOR
CZU Lightning Complex Guardrail Replacement Project
Contract No.: 22D0608
Contract Amount: \$774,181.82
Contractor: Granite Rock Company

Item No	Item Description	Unit of Measure	Original Quantity	Revised Quantity	Unit Price	Bid Item Total	Project Quantities											Not Assignd	Total Quantity to Date	Total Payment to Date	Difference of Payment				
							P41229	P41236	P41237	P41238	P41239	P41240	P41241	P41243	P41244	P41258	P41250								
1	TRAFFIC CONTROL SYSTEM	LS	1.0		\$84,567.00	\$84,567.00	0.00	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.00	1.00	\$ 84,567.00	\$ -				
2	JOB SITE MANAGEMENT	LS	1.0		\$15,000.00	\$15,000.00	0.00	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.00	1.00	\$ 15,000.00	\$ -				
3	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1.0		\$750.00	\$750.00	0.00	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.00	1.00	\$ 750.00	\$ -				
4	CLEARING & GRUBBING	LS	1.0		\$50,000.00	\$50,000.00	0.00	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.00	1.00	\$ 50,000.00	\$ -				
5	ROADWAY EXCAVATION	CY	179.0		\$400.00	\$71,600.00	0.00	0.00	41.00	10.00	26.00	10.00	30.00	10.00	33.00	14.00	9.00	0.00	183.00	\$ 73,200.00	\$ 1,600.00				
6	SHOULDER BACKING	TON	572.0		\$150.00	\$85,800.00	0.00	0.00	6.00	0.00	6.00	0.00	1.40	0.00	1.40	50.93	0.00	0.00	65.73	\$ 9,859.50	\$ (75,940.50)				
7	STRUCTURE BACKFILL (SOLDIER PILE WALL)	CY	10.0		\$600.00	\$6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	10.00	\$ 6,000.00	\$ -				
8	HOT MIX ASPHALT (TYPE A)	TON	34.1		\$800.00	\$27,280.00	0.00	0.00	23.10	0.00	0.00	0.00	2.00	0.00	1.00	8.00	0.00	0.00	34.10	\$ 27,280.00	\$ -				
9	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	75.0		\$17.00	\$1,275.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	25.00	\$ 425.00	\$ (850.00)				
10	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	765.0		\$17.00	\$13,005.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	370.00	120.00	0.00	0.00	490.00	\$ 8,330.00	\$ (4,675.00)				
11	EARTH RETAINING STRUCTURE (GUARD RAILING)	LF	175.0		\$200.00	\$35,000.00	0.00	0.00	75.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	175.00	\$ 35,000.00	\$ -				
12	TIMBER LAGGING (6" X 12')	SF FACE	113.0		\$50.00	\$5,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128.00	0.00	0.00	0.00	0.00	128.00	\$ 6,400.00	\$ 750.00				
13	18" PLASTIC PIPE DOWNDRAIN	LF	190.0		\$225.00	\$42,750.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	34.00	0.00	0.00	0.00	54.00	\$ 12,150.00	\$ (30,600.00)				
14	18" CULVERT	LF	20.0		\$400.00	\$8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	\$ -	\$ (8,000.00)				
15	18" ENTRANCE TAPER (TYPE 2)	EA	4.0		\$1,500.00	\$6,000.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	2.00	2.00	\$ 3,000.00	\$ (3,000.00)				
16	GUARD RAILING DELINEATOR	EA	144.63		\$20.00	\$2,892.60	4.00	7.00	29.00	11.00	20.00	10.00	21.00	6.00	17.00	10.00	11.00	0.00	146.00	\$ 2,920.00	\$ 27.40				
17	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	1,262.5		\$43.00	\$54,287.50	0.00	75.00	0.00	150.00	400.00	125.00	162.50	188.00	100.00	50.00	12.50	30.00	1263.00	\$ 54,309.00	\$ 21.50				
18	MIDWEST GUARDRAIL SYSTEM (8 FOOT STEEL POST)	LF	1,300.0		\$55.00	\$71,500.00	0.00	0.00	637.50	87.50	100.00	112.50	200.00	0.00	187.50	50.00	0.00	0.00	1375.00	\$ 75,625.00	\$ 4,125.00				
19	MIDWEST GUARDRAIL SYSTEM (10 FOOT STEEL POST)	LF	562.5		\$57.00	\$32,062.50	0.00	0.00	75.00	0.00	0.00	0.00	112.50	0.00	200.00	150.00	0.00	25.00	537.50	\$ 30,637.50	\$ (1,425.00)				
20	MIDWSEST GUARDRAIL SYSTEM (TRANSITION SECTION)	LF	140.63	84.375	\$44.00	\$6,187.72	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	25.00	56.255	75.00	\$ 3,300.00	\$ (2,887.72)					
21	END ANCHOR ASSEMBLY (TYPE SFT)	EA	7.0	6.0	\$900.00	\$6,300.00	1.00	2.00	0.00	0.00	0.00	2.00	1.00	0.00	0.00	0.00	0.00	1.00	6.00	\$ 5,400.00	\$ (900.00)				
22	ALTERNATIVE IN-LINE TERMINAL SYSTEM (TL-2)	EA	9.0		\$3,370.00	\$30,330.00	0.00	0.00	2.00	0.00	2.00	0.00	1.00	0.00	1.00	2.00	1.00	0.00	9.00	\$ 30,330.00	\$ -				
23	REMOVE GUARDRAIL	LF	3,328.5	3,323.5	\$17.00	\$56,584.50	0.00	75.00	763.00	287.50	462.50	250.00	512.50	188.00	387.50	275.00	50.00	5.00	3251.00	\$ 55,267.00	\$ (1,317.50)				
24	REPLACE ROADSIGN - ONE POST	EA	2.0		\$500.00	\$1,000.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	\$ 500.00	\$ (500.00)				
25	OBJECT MARKER (TYPE L-1)	EA	6.0		\$60.00	\$360.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	\$ 360.00	\$ -				
26	MOBILIZATION	LS	1.0		\$60,000.00	\$60,000.00	0.00	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.00	1.00	\$ 60,000.00	\$ -				
CCOs	Additional HMA	Ton	0.0	0.0	\$ 800.00	\$0.00	0.00	0.00	14.04	0.00	0.00	0.00	26.52	0.00	0.00	6.84	0.00		47.40	\$ 37,920.00	\$ 37,920.00				
	Earth Retaining Structure	LS	0.0	1.0	\$ 74,515.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00		1.00	\$ 74,515.00	\$ 74,515.00				
					\$ -	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$ -	\$ -				
Payment Subtotals							\$1,480.00	\$33,471.70	\$142,672.20	\$43,601.70	\$70,034.20	\$43,204.20	\$113,860.20	\$48,831.70	\$161,506.70	\$73,673.20	\$30,709.20	\$0.00	\$763,045.00						
Bid Subtotals							\$1,472.60	\$41,496.70	\$133,990.20	\$50,326.70	\$84,026.70	\$48,754.20	\$97,061.70	\$44,731.70	\$154,502.70	\$68,746.70	\$31,896.70	\$17,175.22	\$774,181.82						
Changes							\$7.40	-\$8,025.00	\$8,682.00	-\$6,725.00	-\$13,992.50	-\$5,550.00	\$16,798.50	\$4,100.00	\$7,004.00	\$4,926.50	-\$1,187.50	-\$17,175.22	-\$11,136.82						

SUMMARY	
Original Bid	\$774,181.82
Changes	-\$11,136.82
Final Cost	\$763,045.00

Attachment: Summary of Costs - CZU Lightning Complex Guardrail Replacement Project (22D0608) (11944 : Notice of Completion: CZU

RECORDED AT THE REQUEST OF:
DEPARTMENT OF COMMUNITY DEVELOPMENT & INFRASTRUCTURE

WHEN RECORDED MAIL TO:
COUNTY OF SANTA CRUZ
CLERK OF THE BOARD
701 OCEAN STREET, ROOM 520

Free or Complimentary Recording
Per Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the County of Santa Cruz, owner of the property hereinafter described, whose address is 701 Ocean Street, Santa Cruz, California, has caused a work of improvement more particularly described as follows:

CZU LIGHTNING COMPLEX GUARDRAIL REPLACEMENT PROJECT
CONTRACT NO. 22D0608, DPW JOB NO. P41229, P41236, P41237, P41238, P41239, P41240, P41241,
 P41243, P41244, P41258 & P41250

To be constructed on property more particularly described as follows:

Project location in the County of Santa Cruz as follows:

- Alba Rd PM 1.45
- Empire Grade Rd PM 1.86, 7.02 & 10.56
- Jameson Creek Rd 1.65
- Felton Empire Rd PM 0.55, 0.65, 0.87, 1.35 & 1.86
- China Grade Rd PM 0.62

The work of improvement was completed by Granite Rock Company, whose address is 5225 Hellyer Avenue Suite 220, San Jose, CA 95138.

The work of improvement was completed on the 7th day of January, 2022, and accepted by the Board of Supervisors of said County on the 12th day of April, 2022.

DATED: April 12, 2022

Matt Machado
Deputy CAO, Director of Public Works
County of Santa Cruz

The undersigned states: That he is the Director of Public Works of the County of Santa Cruz, owner of the property referred to in this Notice of Completion; that the Board of Supervisors of said County on the 12th day of April, 2022, accepted said work of improvement and directed the filing of the Notice of Completion; that he has read the Notice of Completion and knows the contents thereof; and that the facts stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed by me this 12th day of April, 2022, at Santa Cruz, California.

Matt Machado
Deputy CAO, Director of Public Works
County of Santa Cruz

Attachment: Notice of Completion - CZU Lightning Complex Guardrail Replacement Project (11944 : Notice of Completion: CZU Lightning



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: DPW: Construction Management
(831) 454-2160

Subject: Notice of Completion: Cathedral Drive PM 1.21 Storm Damage Repair Project

Meeting Date: April 12, 2022

Recommended Actions

- 1) Accept the improvements and approve the final cost of \$426,987 for Contract No. 21D0510, Cathedral Drive PM 1.21 2017 Storm Damage Repair project, FEMA Project No. PA-09-CA-4308-PW-00817(0);
- 2) Authorize Community Development and Infrastructure to file the Notice of Completion; and
- 3) Request Community Development and Infrastructure to return the original Notice of Completion to the Clerk of the Board.

Executive Summary

The improvements for the Cathedral Drive PM 1.21 2017 Storm Damage Repair project, FEMA Project No. PA-09-CA-4308-PW-00817(0), were completed on January 11, 2022. This Notice of Completion is to accept the improvements and approve the final cost of \$426,987.

Background

On October 6, 2020, the Board ratified the award of the Cathedral Drive PM 1.21 2017 Storm Damage Repair project to the low bidder, Cal West General Building, Inc., of Gilroy, California, in the amount of \$438,580. This site was damaged during the winter 2016-2017 storm event.

Analysis

The project provided for construction of a timber lagging soldier pile retaining wall with tiebacks, metal beam guardrail, reconstructed roadway, drainage improvements, erosion control, and re-vegetation. The final construction cost was less than the bid amount by \$11,593 due to various quantity adjustments for actual constructed conditions.

Accepting the completed improvements and approving the final cost of construction will allow recordation of the project and release all withheld retention.

Financial Impact

The original bid price was \$438,580 while the final construction cost is \$426,987 for the Cathedral Drive PM 1.21 2017 Storm Damage Repair project executed under contract

No. 21D0510 (Accounted for in GL Key 21217/62330/P76730). FEMA/CalOES funding was leveraged to cover majority of the costs for the project. State SB1 funds acted as the local match.

Strategic Plan Elements

3.A (Reliable Transportation: Regional Mobility)

3.C (Reliable Transportation: Local Roads)

The Cathedral Drive PM 1.21 Storm Damage Repair project supports the goals of the County Strategic Plan to improve road infrastructure, intra-county connectivity, upgrade of road safety for all users, and responsibly maintaining County assets in support of community goals by repairing and restoring storm damaged public infrastructure.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Summary of Costs - Cathedral Drive PM 1.21 Storm Damage Repair Project
- b Notice of Completion - Cathedral Drive PM 1.21 Storm Damage Repair Project

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
STATE OF CALIFORNIA

SUMMARY OF FINAL COST FOR

Cathedral Drive PM 1.21 Storm Damage Repair

FEMA 4308-DR-CA, Federal Project No. PA-09-CA-4308-PW-00817(0)

Contract Number:

21D0510

Item No	Item Description	Unit	Original Quantity	Measured Quantity	Quantity Difference	Unit Price	Final Cost	Cost Difference
1	TRAFFIC CONTROL SYSTEM	LS	1.0	1.000	0.000	\$15,000.00	\$ 15,000.00	\$ -
2	PORTABLE MESSAGE SYSTEM	EA	1.0	1.000	0.000	\$20,000.00	\$ 20,000.00	\$ -
3	TEMPORARY RAILING (TYPE K)	LF	160.0	80.000	-80.000	\$50.00	\$ 4,000.00	\$ (4,000.00)
4	ALTERNATIVE TEMPORARY CRASH CUSHION	LS	1.0	1.000	0.000	\$10,000.00	\$ 10,000.00	\$ -
5	PREPARE WATER POLLUTION CONTROL PLAN	LS	1.0	1.000	0.000	\$1,000.00	\$ 1,000.00	\$ -
6	TEMP DRAIN PROTECTION	EA	2.0	2.000	0.000	\$2,000.00	\$ 4,000.00	\$ -
7	TEMPORARY REINFORCED SILT FENCE	LF	100.0	60.000	-40.000	\$10.00	\$ 600.00	\$ (400.00)
8	CONTRACTOR-SUPPLIED BIOLOGIST	LS	1.0	1.000	0.000	\$7,000.00	\$ 7,000.00	\$ -
9	CLEARING AND GRUBBING (LS)	LS	1.0	1.000	0.000	\$5,000.00	\$ 5,000.00	\$ -
10	ROADWAY EXCAVATION	CY	77.0	77.000	0.000	\$175.00	\$ 13,475.00	\$ -
11	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	80.0	50.000	-30.000	\$175.00	\$ 8,750.00	\$ (5,250.00)
12	STRUCTURE BACKFILL (Slurry Cement)	CY	30.0	30.000	0.000	\$350.00	\$ 10,500.00	\$ -
13	STRUCTURE BACKFILL (SOLDIER PILE WALL)	CY	5.0	5.000	0.000	\$225.00	\$ 1,125.00	\$ -
14	PERVIOUS BACKFILL MATERIAL	CY	40.0	40.000	0.000	\$150.00	\$ 6,000.00	\$ -
15	LEAN CONCRETE BACKFILL	CY	15.0	0.000	-15.000	\$350.00	\$ -	\$ (5,250.00)
16	CONCRETE BACKFILL (SOLDIER PILE WALL)	CY	56.0	56.000	0.000	\$350.00	\$ 19,600.00	\$ -
17	ROLLED EROSION CONTROL PRODUCT (BLANKET)	SQFT	630.0	630.000	0.000	\$10.00	\$ 6,300.00	\$ -
18	HYDROMULCH	LS	1.0	1.000	0.000	\$2,000.00	\$ 2,000.00	\$ -
19	WILLOW POLES	LS	1.0	1.000	0.000	\$600.00	\$ 600.00	\$ -
20	FIBER ROLLS	LF	160.0	80.000	-80.000	\$10.00	\$ 800.00	\$ (800.00)
21	HYDROSEED	LS	1.0	1.000	0.000	\$2,000.00	\$ 2,000.00	\$ -
22	CLASS 2 AGGREGATE BASE (CY)	CY	10.0	10.000	0.000	\$250.00	\$ 2,500.00	\$ -
23	HOT MIX ASPHALT (TYPE A)	TON	23.0	31.480	8.480	\$400.00	\$ 12,592.00	\$ 3,392.00
24	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	38.0	38.000	0.000	\$70.00	\$ 2,660.00	\$ -
25	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	76.0	76.000	0.000	\$70.00	\$ 5,320.00	\$ -
26	STRUCURAL STEEL WHALER (W14 X 53)	LB	5,280.0	5280.000	0.000	\$5.00	\$ 26,400.00	\$ -
27	GROUND ANCHOR (SUBHORIZONTAL)	EA	7.0	7.000	0.000	\$7,000.00	\$ 49,000.00	\$ -
28	TEMPORAY SUPPORT	LS	1.0	0.500	-0.500	\$7,000.00	\$ 3,500.00	\$ (3,500.00)
29	30" DRILLED HOLE (SOLDIER PILE WALL)	LF	390.0	367.000	-23.000	\$90.00	\$ 33,030.00	\$ (2,070.00)
30	STEEL SOLDIER PILE (HP 14 X 56)	LF	400.0	400.000	0.000	\$80.00	\$ 32,000.00	\$ -
31	STUCURAL CONCRETE DRAINAGE INLET	CY	6.0	9.500	3.500	\$1,500.00	\$ 14,250.00	\$ 5,250.00
32	TIMBER LAGGING	SF	696.0	592.000	-104.000	\$35.00	\$ 20,720.00	\$ (3,640.00)
33	CLEAN AND PAINT STEEL SOLDIER PILING	LS	1.0	1.000	0.000	\$40,000.00	\$ 40,000.00	\$ -
34	18" ALTERNATIVE PIPE CULVERT	LF	70.0	74.000	4.000	\$100.00	\$ 7,400.00	\$ 400.00
35	18" ANCHOR ASSEMBLY	EA	1.0	1.000	0.000	\$2,000.00	\$ 2,000.00	\$ -
36	ABANDON PILELINE	EA	1.0	1.000	0.000	\$1,000.00	\$ 1,000.00	\$ -
37	REMOVE CULVERT (LF)	LF	25.0	25.000	0.000	\$100.00	\$ 2,500.00	\$ -
38	GABION	CY	8.0	8.000	0.000	\$1,000.00	\$ 8,000.00	\$ -
39	ROCK SLOPE PROTECTION (60 LB. CLASS II) (CY)	CY	5.0	5.000	0.000	\$400.00	\$ 2,000.00	\$ -
40	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SF	70.0	70.000	0.000	\$25.00	\$ 1,750.00	\$ -
41	DELINEATOR (CLASS 1)	EA	4.0	4.000	0.000	\$60.00	\$ 240.00	\$ -
42	OBJECT MARKER (TYPE P)	EA	4.0	1.000	-3.000	\$125.00	\$ 125.00	\$ (375.00)
43	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	76.0	62.500	-13.500	\$100.00	\$ 6,250.00	\$ (1,350.00)
44	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2.0	2.000	0.000	\$5,000.00	\$ 10,000.00	\$ -
CCO	CCO Description	Unit						
1	Wood Retaining Wall	LS	1.0			\$6,000.00	\$ 6,000.00	\$ 6,000.00
TOTAL							\$ 426,987.00	\$ (11,593.00)

SUMMARY	
ORIGINAL BID	\$ 438,580.00
CHANGES	\$ (11,593.00)
FINAL COST	\$ 426,987.00

Attachment: Summary of Costs - Cathedral Drive PM 1.21 Storm Damage Repair Project (12298 : Notice of Completion: Cathedral Drive PM 1.21

RECORDED AT THE REQUEST OF:
DEPARTMENT OF COMMUNITY DEVELOPMENT & INFRASTRUCTURE

WHEN RECORDED MAIL TO:
COUNTY OF SANTA CRUZ
CLERK OF THE BOARD

Free or Complimentary Recording
per Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the County of Santa Cruz, owner of the property hereinafter described, whose address is 701 Ocean Street, Santa Cruz, California, has caused a work of improvement more particularly described as follows:

CATHEDRAL DRIVE PM 1.21 STORM DAMAGE REPAIR
CONTRACT NO. 21D0510, PUBLIC WORKS JOB NO. P76730

to be constructed on property more particularly described as follows:

CATHEDRAL DRIVE AT PM 1.21

The work of improvement was completed by Cal West General Building, Inc. whose address is 11745 Bennetta Lane, Gilroy, CA 95020.

The work of improvement was actually completed on the 11th day of January 2022 and accepted by the Board of Supervisors of said County on the 12th day of April 2022.

DATED: April 12, 2022

MATT MACHADO
Deputy CAO
Director of Public Works
County of Santa Cruz

The undersigned states: That he is the Director of Public Works of the County of Santa Cruz, owner of the property referred to in this Notice of Completion; that the Board of Supervisors of said County on the 12th day of April, 2022 accepted said work of improvement and directed the filing of the Notice of Completion; that he has read the Notice of Completion and knows the contents thereof; and that the facts stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed by me this 12th day of April 2022, at Santa Cruz, California.

MATT MACHADO
Deputy CAO
Director of Public Works
County of Santa Cruz

Attachment: Notice of Completion - Cathedral Drive PM 1.21 Storm Damage Repair Project (12298 : Notice of Completion: Cathedral Drive PM



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: DPW: Construction Management
(831) 454-2160

Subject: Liquidated Damages: Alta Via Road PM 0.42 Storm Damage Repair Project

Meeting Date: April 12, 2022

Recommended Actions

Approve assessment of actual liquidated damages of \$23,946 for Contract No. 20D0416, Alta Via Road PM 0.42 2017 Storm Damage Repair project, FEMA Project No. PA-09-CA-4308-PW-00444(0).

Executive Summary

The improvements for the Alta Via Road PM 0.42 2017 Storm Damage Repair project, FEMA Project No. PA-09-CA-4308-PW-00444(0), were completed 37 days after the allowed contract duration. Board approval is required to assess liquidated damages in an amount less than what is specified in the contract.

Background

On December 10, 2019, the Board ratified the award of the Alta Via Road PM 0.42 2017 Storm Damage Repair project to the low bidder, Northwest Demolition, Inc., of San Francisco, California, in the amount of \$368,997. This site was damaged during the winter 2017 storm event.

Analysis

The project provided for construction of a timber lagging soldier pile retaining wall with tiebacks, metal beam guardrail, reconstructed roadway, drainage improvements, erosion control, and re-vegetation. As defined in the executed contract, construction was to be completed in 50 working days with liquidated damages of \$1,600 per day.

Northwest Demolition, Inc., took 37 additional days to complete the majority of project items. Additionally, the road markers task that remained outstanding from the contractor was turned over to Community Development and Infrastructure Road Operations for completion. Special Provisions Section 8-1.10A of the contract states that \$1,600 per day will be assessed as liquidated damages for days beyond the 50 working days specified in the contract. Per the contract, 37 days at \$1,600 per day totals \$59,200 in liquidated damages. Actual staff time on the project included extended days of consultant field inspection, resident engineer coordination and management both in the field and office, construction manager oversight, and other staff members assistance. This resulted in actual costs of \$23,946. Staff recommends approval of liquidated damages assessment as actual costs of \$23,946 in place of contract specification amount of \$59,200. Board approval is required in order to assess a lesser amount than the contract specifies.

Resolution of the liquidated damages amount will allow the project to begin administrative close-out. Staff will then return to the Board for approval of the Notice of Completion.

Financial Impact

The original bid price is \$368,997 for the Alta Via Road PM 0.42 2017 Storm Damage Repair project and executed in Contract No. 20D0416 (Accounted for in GL 621217/62330/P76730). An Emergency Relief Grant through FEMA will cover a majority of the construction costs for the project. State SB1 funds acts as the local match.

Strategic Plan Elements

3.A (Reliable Transportation: Regional Mobility)

3.C (Reliable Transportation: Local Roads)

The Alta Via Road PM 0.42 Storm Damage Repair project supports the goals of the County Strategic Plan to improve road infrastructure, intra-county connectivity, upgrade of road safety for all users, and responsibly maintaining County assets in support of community goals by repairing and restoring storm damaged public infrastructure.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

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: ICA Amendment: On-Call CM Service Contracts

Meeting Date: April 12, 2022

Recommended Actions

- 1) Approve the Amendment to Agreement with MNS Engineers, Harris & Associates, Quincy Engineering, and WSP for on-call construction management services to extend one-year through April 23, 2023; and
- 2) Authorize the Deputy CAO/Director of Community Development and Infrastructure to accept and sign each Amendment to Agreement on behalf of the County.

Executive Summary

Staff is requesting to amend contracts for on-call construction services by extending the term of the contract from our current service providers.

Background

On December 4, 2018, the Board approved a Request for Qualifications for on-call construction management services and on April 23, 2019, the Board approved independent contractor agreements resulting from Requests for Proposals (RFP) with MNS Engineers, Harris & Associates, Quincy Engineering, and WSP for these services. The RFP allows for renewal of these contracts for up to two additional one-year terms, based upon satisfactory performance

Analysis

The Construction Management Division of Community Development and Infrastructure manages an average of \$50 million dollars of construction projects annually. A large number of projects are attributed to the 2016-17 storms damaging over 200 individual sites throughout the County with over 100 sites remaining to be repaired. There are also several grant-funded projects to be issued including from Traffic and Sanitation Engineering Divisions.

These projects remain to be constructed requiring continued assistance of on-call consultants. Extending the contract term will allow oversight assistance to continue on these critical County infrastructure projects.

Financial Impact

The recommended amendments do not alter the compensation terms of the agreements, they are only extending the terms. Funding for these oversight services is provided through the various sources including but not limited to FEMA, FHWA, and Cal

OES disaster recovery grants as well as SB1 and Measure D funding and are accounted for in the Road Fund.

Strategic Plan Elements

3.A, C (Reliable Transportation: Regional Mobility, Local Roads)

6.C (Operational Excellence: County Infrastructure)

On-call construction management consultants support the goals of the County Strategic Plan focus areas by assisting in construction oversight of numerous projects upgrading road safety for everyone, restoring services, and responsibly maintaining County assets in support of community goals by repairing storm damaged and on-going maintenance of public infrastructure.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Amendment to Agreement #19D0327 Quincy Engineering Inc.(12243)
- b Amendment to Agreement #19D0328 Harris & Associates (12243)
- c Amendment to Agreement #19D0329 WSP USA, Inc. (eSign)
- d Amendment to Agreement #19D0330 MNS Engineering Inc. (12243)
- e Insurance (19D0327) - Construction Management Services-Quincy
- f Insurance (19D0328) - Construction Management Services-Harris
- g Insurance (19D0329) - Construction Management Services-WSP
- h Insurance (19D0330) - Construction Management Services-MNS
- i ADM 29 19D0327_DPW_20220412
- j ADM 29 19D0328_DPW_20220412
- k ADM 29 19D0329_DPW_20220412
- l ADM 29 19D0330_DPW_20220412

AMENDMENT NO. 1
TO INDEPENDENT CONTRACTOR AGREEMENT NO. 19D0327

This Amendment No. **1** (“**Amendment**”) shall serve to modify the existing Contract No. **19D0327** (“**Contract**”) between the County of Santa Cruz (“**County**”) and **Quincy Engineering Inc.** (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party.**”

I. Background.

- a. The Parties entered into the Contract effective April 23, 2019.
- b. The Contract has not been previously amended.
- c. Quincy Engineering Inc. is currently completing oversight of projects as approved by Task Orders. This Amendment No. 1 will allow continued oversight of assigned projects and ability to propose on several upcoming projects.

II. Effective Date of Amendment.

- a. This Amendment shall be effective on April 23, 2022 (“**Effective Date**”).

III. Changes to Contract.

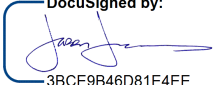
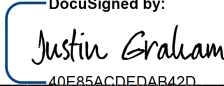
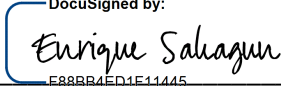
- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
 1. The term of the Agreement shall be extended to April 23, 2023.
- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

IV. Exhibits / Attachments.

The following Exhibits and/or Attachments are attached to this Amendment and hereby incorporated into its terms by this reference as though set forth in full:

- a. None.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

<p>QUINCY ENGINEERING INC. ("Contractor")</p>	<p>COUNTY OF SANTA CRUZ ("County")</p>
<p>[Signature of person signing for Contractor]</p> <p>DocuSigned by:  3BCE9B46D81E4FF... 4/1/2022</p> <hr/> <p>Jason Jurrens, Regional Manager Date</p> <p>2</p>	<p>Matt Machado Deputy CAO, Director of Public Works</p> <hr/> <p style="text-align: right;">Date</p> <p>4</p>
<p>Address: 11017 Cobblestone Drive, Suite 100 Rancho Cordova, CA 95670</p> <p>Telephone: 916-368-9181</p> <p>Fax: 916-368-1308</p> <p>Email: jasonj@quincyeng.com</p>	<p>Approved as to Form:</p> <p>DocuSigned by:  40E85ACDEDAB42D... 4/1/2022</p> <hr/> <p>Office of County Counsel Date</p> <p>1 3/28/22 (AMS#12243)</p>
	<p>Approved as to Insurance:</p> <p>DocuSigned by:  F88BB4ED1E14445... 4/1/2022</p> <hr/> <p>Risk Management Date</p> <p>3</p>

Attachment: Amendment to Agreement #19D0327 Quincy Engineering Inc.(12243) (12243 : ICA Amendment: On-Call CM Service Contracts)

Certificate Of Completion

Envelope Id: C0C9726F499C489CA5A3C95D269D861E

Status: Sent

Subject: Amendment to Agreement #19D0327 Quincy Engineering Inc.(12243) 4/12/22 BOS

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Rosa Ortiz-Rocha

AutoNav: Enabled

701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Rosa.Ortiz-Rocha@santacruzcounty.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Rosa Ortiz-Rocha

Location: DocuSign

3/29/2022 7:53:34 PM

Rosa.Ortiz-Rocha@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Jason Jurrens, PE

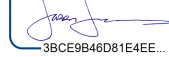
jasonj@quincyeng.com

Regional Manager

Quincy Engineering

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Uploaded Signature Image

Using IP Address: 209.63.237.52

Timestamp

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Resent: 4/1/2022 10:31:06 AM

Viewed: 4/1/2022 11:58:53 AM

Signed: 4/1/2022 11:59:13 AM

Electronic Record and Signature Disclosure:

Accepted: 3/7/2022 4:27:30 PM

ID: d1655ab2-86c7-4c0f-be8c-28bd449d58a7

Enrique Sahagun

Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



F88BB4ED1F11445...

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

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Viewed: 4/1/2022 12:12:54 PM

Signed: 4/1/2022 12:13:46 PM

Electronic Record and Signature Disclosure:

Accepted: 2/28/2022 5:38:23 PM

ID: 53dded50-e6e0-41af-93b9-11ee12d5835c

Justin Graham

Justin.Graham@santacruzcounty.us

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



40E85ACDEB4B42D...

Signature Adoption: Pre-selected Style

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Signed: 4/1/2022 12:32:39 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

CBD eSignature

CBD.eSignature@santacruzcounty.us

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 5:29:04 PM

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Signer Events**Signature****Timestamp**

Matt Machado

Matt.Machado@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 8:22:46 AM

ID: 82550d6a-8dcd-4ff4-b394-1d902bcd64c7

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carisa R. Duran

Carisa.Duran@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 2:22:52 PM

ID: e56bd479-51e2-429a-8a0c-bcbe956961b3

Michele Suttora

Michele.Suttora@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 8:20:18 AM

ID: 7f34d27a-8b16-475d-8339-490100c382b4

Mirna Guerrero

Mirna.Guerrero@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/2/2022 10:29:36 AM

ID: b1e2ec57-507f-4634-ad39-3efe673d1efb

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/29/2022 7:57:00 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

AMENDMENT NO. 1
TO INDEPENDENT CONTRACTOR AGREEMENT NO. 19D0328

This Amendment No. **1** (“**Amendment**”) shall serve to modify the existing Contract No. **19D0328** (“**Contract**”) between the County of Santa Cruz (“**County**”) and **Harris and Associates** (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

I. Background.

- a. The Parties entered into the Contract effective April 23, 2019.
- b. The Contract has not been previously amended.
- c. Harris and Associates is currently completing oversight of projects as approved by Task Orders. This Amendment No. 1 will allow continued oversight of assigned projects and ability to propose on several upcoming projects.

II. Effective Date of Amendment.

- a. This Amendment shall be effective on April 23, 2022 (“**Effective Date**”).

III. Changes to Contract.

- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
 1. The term of the Agreement shall be extended to April 23, 2023.
- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

IV. Exhibits / Attachments.

The following Exhibits and/or Attachments are attached to this Amendment and hereby incorporated into its terms by this reference as though set forth in full:

- a. None.

Certificate Of Completion

Envelope Id: 73FA8AAA6FED414592525343575461F5

Status: Sent

Subject: Amendment to Agreement #19D0328 Harris & Associates (12243) 4/12/22 BOS

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 0

Rosa Ortiz-Rocha

AutoNav: Enabled

701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Rosa.Ortiz-Rocha@santacruzcounty.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Rosa Ortiz-Rocha

Location: DocuSign

3/29/2022 7:57:16 PM

Rosa.Ortiz-Rocha@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Mark Nassar

Mark.Nassar@weareharris.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Signature Adoption: Pre-selected Style

Signed by link sent to

Mark.Nassar@weareharris.com

Using IP Address: 72.207.115.37

Timestamp

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Resent: 4/4/2022 10:57:53 AM

Resent: 4/4/2022 1:42:54 PM

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Signed: 4/4/2022 1:45:32 PM

Electronic Record and Signature Disclosure:

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Enrique Sahagun

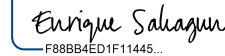
Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Signed by link sent to

Enrique.Sahagun@santacruzcounty.us

Using IP Address: 63.194.190.100

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Viewed: 4/4/2022 2:30:53 PM

Signed: 4/4/2022 2:31:22 PM

Electronic Record and Signature Disclosure:

Accepted: 2/28/2022 5:38:23 PM

ID: 53dded50-e6e0-41af-93b9-11ee12d5835c

Justin Graham

Justin.Graham@santacruzcounty.us

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



40E85ACDEDAB42D...

Signature Adoption: Pre-selected Style

Signed by link sent to

Justin.Graham@santacruzcounty.us

Using IP Address: 73.252.159.108

Sent: 4/4/2022 2:31:25 PM

Viewed: 4/4/2022 3:57:21 PM

Signed: 4/4/2022 3:57:34 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Signer Events**Signature****Timestamp**

CBD eSignature

Sent: 4/4/2022 3:57:37 PM

CBD.eSignature@santacruzcounty.us

County of Santa Cruz

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 5:29:04 PM

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Matt Machado

Matt.Machado@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 8:22:46 AM

ID: 82550d6a-8dcd-4ff4-b394-1d902bcd64c7

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carisa R. Duran

Carisa.Duran@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 2:22:52 PM

ID: e56bd479-51e2-429a-8a0c-bcbe956961b3

Michele Suttora

Michele.Suttora@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 8:20:18 AM

ID: 7f34d27a-8b16-475d-8339-490100c382b4

Mirna Guerrero

Mirna.Guerrero@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/2/2022 10:29:36 AM

ID: b1e2ec57-507f-4634-ad39-3efe673d1efb

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Envelope Sent

Hashed/Encrypted

3/29/2022 8:01:43 PM

Payment Events**Status****Timestamps**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

AMENDMENT NO. 1
TO INDEPENDENT CONTRACTOR AGREEMENT NO. 19D0329

This Amendment No. **1** (“**Amendment**”) shall serve to modify the existing Contract No. **19D0329** (“**Contract**”) between the County of Santa Cruz (“**County**”) and **WSP USA, Inc.** (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party.**”

I. Background.

- a. The Parties entered into the Contract effective April 23, 2019.
- b. The Contract has not been previously amended.
- c. WSP USA, Inc. is currently completing oversight of projects as approved by Task Orders. This Amendment No. 1 will allow continued oversight of assigned projects and ability to propose on several upcoming projects.

II. Effective Date of Amendment.

- a. This Amendment shall be effective on April 23, 2022 (“**Effective Date**”).

III. Changes to Contract.


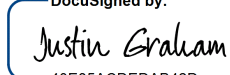
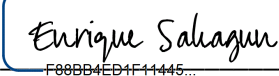
- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
 1. The term of the Agreement shall be extended to April 23, 2023.
- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

IV. Exhibits / Attachments.

The following Exhibits and/or Attachments are attached to this Amendment and hereby incorporated into its terms by this reference as though set forth in full:

- a. None.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

<p>WSP USA, INC. ("Contractor")</p>	<p>COUNTY OF SANTA CRUZ ("County")</p>
<p>[Signature of person signing for Contractor]</p> <p>DocuSigned by:  <small>EECDA9D15048495...</small> 4/4/2022</p> <p>Allan Tanjuaquio, Senior VP Date</p> <p>2</p>	<p>Matt Machado Deputy CAO, Director of Public Works</p> <hr/> <p style="text-align: right;">Date</p> <p>4</p>
<p>Address: 2025 Gateway Place, Suite 348 San Jose, CA 95110</p> <p>Telephone: 925-756-2381</p> <p>Fax: 925-756-2385</p> <p>Email: allan.tanjuaquio@wsp.com</p>	<p>Approved as to Form:</p> <p>DocuSigned by:  <small>40E85ACDEDAB42D...</small> 4/4/2022</p> <hr/> <p>Office of County Counsel Date</p> <p>1 3/28/22 (AMS#12243)</p>
	<p>Approved as to Insurance:</p> <p>DocuSigned by:  <small>F88BB4ED4F14445...</small> 4/4/2022</p> <hr/> <p>Risk Management Date</p> <p>3</p>

Attachment: Amendment to Agreement #19D0329 WSP USA, Inc. (eSign) (12243 : ICA Amendment: On-Call CM Service Contracts)

Certificate Of Completion

Envelope Id: 17F89BB9982E4F53803D3029DD726A61

Status: Sent

Subject: Amendment to Agreement #19D0329 WSP USA, Inc. (12243) 4/12/22 BOS

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 0

Rosa Ortiz-Rocha

AutoNav: Enabled

701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Rosa.Ortiz-Rocha@santacruzcounty.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Rosa Ortiz-Rocha

Location: DocuSign

3/29/2022 8:02:28 PM

Rosa.Ortiz-Rocha@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz


Location: DocuSign

Signer Events

Allan Tanjuaquio

allan.tanjuaquio@wsp.com

Senior Vice President

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

EECDAA9D15048495...Signature Adoption: Drawn on Device
Signed by link sent to allan.tanjuaquio@wsp.com
Using IP Address: 76.214.65.114**Timestamp**Sent: 3/29/2022 8:05:36 PM
Resent: 4/1/2022 10:31:10 AM
Resent: 4/4/2022 10:57:55 AM
Viewed: 4/4/2022 1:28:05 PM
Signed: 4/4/2022 1:29:16 PM**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2022 11:31:01 AM

ID: 73e5fdbd-d45e-454a-9bb3-d085a4223893

Enrique Sahagun

Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)DocuSigned by:

F88BB4ED1F11445...Signature Adoption: Pre-selected Style
Signed by link sent to
Enrique.Sahagun@santacruzcounty.us
Using IP Address: 63.194.190.100Sent: 4/4/2022 1:29:18 PM
Viewed: 4/4/2022 2:28:50 PM
Signed: 4/4/2022 2:29:35 PM**Electronic Record and Signature Disclosure:**

Accepted: 2/28/2022 5:38:23 PM

ID: 53dded50-e6e0-41af-93b9-11ee12d5835c

Justin Graham

Justin.Graham@santacruzcounty.us

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication
(None)DocuSigned by:

40E85ACDEDAB42D...Signature Adoption: Pre-selected Style
Signed by link sent to
Justin.Graham@santacruzcounty.us
Using IP Address: 73.252.159.108Sent: 4/4/2022 2:29:37 PM
Viewed: 4/4/2022 2:33:43 PM
Signed: 4/4/2022 2:33:55 PM**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 10:15:00 AM

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Signer Events	Signature	Timestamp
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Matt Machado Matt.Machado@santacruzcounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2022 8:22:46 AM ID: 82550d6a-8dcd-4ff4-b394-1d902bcd64c7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Carisa R. Duran Carisa.Duran@santacruzcounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2022 2:22:52 PM ID: e56bd479-51e2-429a-8a0c-bcbe956961b3		
Michele Suttora Michele.Suttora@santacruzcounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2022 8:20:18 AM ID: 7f34d27a-8b16-475d-8339-490100c382b4		
Mirna Guerrero Mirna.Guerrero@santacruzcounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/2/2022 10:29:36 AM ID: b1e2ec57-507f-4634-ad39-3efe673d1efb		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2022 8:05:36 PM
Payment Events	Status	Timestamps

Attachment: Amendment to Agreement #19D0329 WSP USA, Inc. (eSign) (12243 : ICA Amendment: On-Call CM Service Contracts)

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

AMENDMENT NO. 1
TO INDEPENDENT CONTRACTOR AGREEMENT NO. 19D0330

This Amendment No. 1 (“**Amendment**”) shall serve to modify the existing Contract No. **19D0330** (“**Contract**”) between the County of Santa Cruz (“**County**”) and **MNS Engineers Inc.** (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

I. Background.

- a. The Parties entered into the Contract effective April 23, 2019.
- b. The Contract has not been previously amended.
- c. MNS Engineers Inc. is currently completing oversight of projects as approved by Task Orders. This Amendment No. 1 will allow continued oversight of assigned projects and ability to propose on several upcoming projects.

II. Effective Date of Amendment.

- a. This Amendment shall be effective on April 23, 2022 (“**Effective Date**”).

III. Changes to Contract.


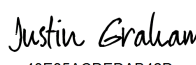
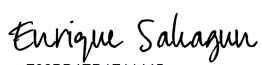
- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
 1. The term of the Agreement shall be extended to April 23, 2023.
- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

IV. Exhibits / Attachments.

The following Exhibits and/or Attachments are attached to this Amendment and hereby incorporated into its terms by this reference as though set forth in full:

- a. None.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

MNS ENGINEERS INC. ("Contractor")	COUNTY OF SANTA CRUZ ("County")
<p>[Signature of person signing for Contractor]</p> <p>DocuSigned by:  <small>E28193138F8F4E5...</small></p> <p>3/30/2022</p> <hr/> <p>Greg Chelini Date</p> <p>2</p>	<p>Matt Machado</p> <p>Deputy CAO, Director of Public Works</p> <hr/> <p>Date</p> <p>4</p>
<p>Address: 201 N. Calle Cesar Chavez, Suite 300 Santa Barbara, CA 93103</p> <p>Telephone: 925-756-2381</p> <p>Fax: 925-756-2385</p> <p>Email: gchelini@mnsengineers.com</p>	<p>Approved as to Form:</p> <p>DocuSigned by:  <small>40E85ACDEDAB42D...</small></p> <p>3/30/2022</p> <hr/> <p>Office of County Counsel Date</p> <p>1 3/28/22 (AMS#12243)</p>
	<p>Approved as to Insurance:</p> <p>DocuSigned by:  <small>F88BB4ED1F11445...</small></p> <p>3/30/2022</p> <hr/> <p>Risk Management Date</p> <p>3</p>

Attachment: Amendment to Agreement #19D00330 MNS Engineering Inc. (12243) : ICA Amendment: On-Call CM Service Contracts

Certificate Of Completion

Envelope Id: A1B01979AE3F431F8A6BE60F4352EE0A

Status: Sent

Subject: Amendment to Agreement #19D0330 MNS Engineering Inc. (12243) 4/12/22 BOS

Source Envelope:

Document Pages: 2

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Rosa Ortiz-Rocha

701 Ocean Street

Santa Cruz, CA 95060

Rosa.Ortiz-Rocha@santacruzcounty.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Rosa Ortiz-Rocha

Location: DocuSign

3/29/2022 8:06:00 PM

Rosa.Ortiz-Rocha@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Greg Chelini

gchelini@mnsengineers.com

Vice President

MNS Engineers, Inc.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



E28193138F8F4E5...

Signature Adoption: Pre-selected Style

Using IP Address: 174.194.134.89

Signed using mobile

Timestamp

Sent: 3/29/2022 8:12:30 PM

Resent: 3/30/2022 2:07:04 PM

Viewed: 3/30/2022 2:15:47 PM

Signed: 3/30/2022 2:16:25 PM

Electronic Record and Signature Disclosure:

Accepted: 3/30/2022 9:07:44 AM

ID: 16fd8e81-6395-4527-b07f-5432a5d47542

Enrique Sahagun

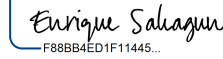
Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



F88BB4ED1F11445...

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Sent: 3/30/2022 2:16:28 PM

Viewed: 3/30/2022 3:24:58 PM

Signed: 3/30/2022 3:25:12 PM

Electronic Record and Signature Disclosure:

Accepted: 2/28/2022 5:38:23 PM

ID: 53dded50-e6e0-41af-93b9-11ee12d5835c

Justin Graham

Justin.Graham@santacruzcounty.us

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



40E85ACDEAB42D...

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Sent: 3/30/2022 3:25:13 PM

Viewed: 3/30/2022 3:25:52 PM

Signed: 3/30/2022 3:26:02 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

CBD eSignature

CBD.eSignature@santacruzcounty.us

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Sent: 3/30/2022 3:26:04 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 5:29:04 PM

ID: c4e5a2a3-4d71-4795-ac63-16aaad036e28

Signer Events**Signature****Timestamp**

Matt Machado

Matt.Machado@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 8:22:46 AM

ID: 82550d6a-8dcd-4ff4-b394-1d902bcd64c7

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carisa R. Duran

Carisa.Duran@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 2:22:52 PM

ID: e56bd479-51e2-429a-8a0c-bcbe956961b3

Mirna Guerrero

Mirna.Guerrero@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/2/2022 10:29:36 AM

ID: b1e2ec57-507f-4634-ad39-3efe673d1efb

Michele Suttora

Michele.Suttora@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 8:20:18 AM

ID: 7f34d27a-8b16-475d-8339-490100c382b4

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Envelope Sent

Hashed/Encrypted

3/29/2022 8:12:30 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

Report SCZCM1001: County Form ADM-29 Amendments

Contract No. 19D0327

Contractor V119623 QUINCY ENGINEERING INC

Type	DP	ICA Design Professional			
Manager	CARISA	Security Code	6020	Public Works - Roads	
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total	
\$1.00	\$2,879,541.07	\$2,879,542.07	\$0.00	\$2,879,542.07	
Administrator	CAR	CAL Sec	AMEND	AMENDMENT	

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 QUINCY ENGINEERING INC.
The agreement will provide CONSTRUCTION MANAGEMENT SERVICES - ON CALL BASIS

Period of agreement is from 4/23/2019 to 4/23/2022.

Anticipated Cost is \$2,879,542.07.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 621100 - 62330 / JL P40003 - 3665	1	LOT	\$2,879,542.0	\$2,879,542.0
CONSTRUCTION MANAGEMENT SERVICES - ON CALL BASIS						

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
04/11/19 15:36:13	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note MT 6919 4/23/19					
04/11/19 16:43:06	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
04/15/19 8:07:23	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
Note pending BOS 4/23					
04/26/19 8:56:55	CBD012	Alicia MurilloCBD	Deputy Clerk	Certification of BOS Approval of Contract	Accepted
Note BOS approved 4/23/19, #45. COB approved 4/26/19.					



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 4/23/2019.

By: Alicia MurilloCBD, Deputy Clerk

AMENDMENTS ATTACHED

Report SCZCM1001: County Form ADM-29 Amendments
Contract No . 19D0327
AMENDMENT
Contractor V119623 QUINCY ENGINEERING INC

Change Order 1 **Change Description** TASK ORDER #2 **Approval** 12/20/19
 Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$160,000.00
					\$160,000.00

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
12/19/19 9:36:50	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
12/19/19 9:57:08	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
12/20/19 15:12:29	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 2 **Change Description** TASK ORDER #6

Approval

07/09/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$568,302.08
					<u>\$568,302.08</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/01/20 10:45:48	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/01/20 16:29:25	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
07/09/20 15:21:17	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 3 **Change Description** TASK ORDER #9

Approval

07/09/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$659,527.99
					<u>\$659,527.99</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/01/20 11:08:03	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/01/20 16:25:27	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
07/09/20 15:21:07	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 4 **Change Description** TASK ORDER #11

Approval

07/13/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$200,000.00
					<u>\$200,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/01/20 11:10:07	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/01/20 16:25:01	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
07/13/20 10:59:33	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 5 **Change Description** TASK ORDER #14

Approval

03/13/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$50,000.00
					<u>\$50,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/10/21 8:11:57	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
03/11/21 12:10:29	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
03/13/21 14:22:48	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 6 **Change Description** TASK ORDER #14A1

Approval

03/13/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$100,000.00
					<u>\$100,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/10/21 8:13:30	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
03/11/21 12:10:24	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
03/13/21 14:22:40	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 7 **Change Description** TASK ORDER #14A2

Approval

06/23/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$40,000.00
					<u>\$40,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
06/14/21 9:03:40	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
06/16/21 12:01:00	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
06/23/21 11:35:15	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 8 **Change Description** TASK ORDER #16

Approval

06/21/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$316,560.00
					<u>\$316,560.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
06/14/21 9:04:56	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
06/16/21 12:00:49	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
06/21/21 12:08:32	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 9 **Change Description** TASK ORDER #12

Approval

06/21/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$350,000.00
					<u>\$350,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
06/14/21 14:35:55	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
06/16/21 12:00:42	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
06/21/21 11:57:09	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0327 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Contract No. 19D0328

Contractor V118458 HARRIS AND ASSOCIATES

Type	DP	ICA Design Professional			
Manager	CARISA	Security Code	6020	Public Works - Roads	
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total	
\$1.00	\$650,000.00	\$650,001.00	\$0.00	\$650,001.00	
Administrator	4/23/22	CAL Sec	AMEND	AMENDMENT	

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 HARRIS AND ASSOCIATES.

The agreement will provide CONSTRUCTION MANAGEMENT SERVICES - ON CALL BASIS

Period of agreement is from 4/23/2019 to 4/23/2022.

Anticipated Cost is \$650,001.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 621100 - 62330 / JL P40003 - 3665	1	LOT	\$650,001.00	\$650,001.00
CONSTRUCTION MANAGEMENT SERVICES - ON CALL BASIS						

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
04/11/19 15:34:58	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note MT 6919 4/23/19					
04/11/19 16:43:32	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
04/15/19 8:08:44	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
Note pending BOS 4/23/19					
04/26/19 9:00:18	CBD012	Alicia MurilloCBD	Deputy Clerk	Certification of BOS Approval of Contract	Accepted
Note BOS approved 4/23/19, #45. COB approved 4/26/19.					



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 4/23/2019.

By: Alicia MurilloCBD, Deputy Clerk

AMENDMENTS ATTACHED

Report SCZCM1001: County Form ADM-29 Amendments
Contract No . 19D0328
AMENDMENT
Contractor V118458 HARRIS AND ASSOCIATES

Change Order 1 **Change Description** TASK ORDER #3 **Approval** 12/20/19
 Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$250,000.00
					<u>\$250,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
12/16/19 8:09:42	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
12/16/19 11:43:58	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
12/20/19 15:12:00	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0328 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 2 **Change Description** TASK ORDER #4

Approval

02/14/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$185,000.00
					<u>\$185,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
02/13/20 15:05:50	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
02/13/20 16:41:00	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
02/14/20 10:24:28	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0328 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 3 **Change Description** TASK ORDER #4A - INCREASE

Approval

06/07/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$20,000.00
					<u>\$20,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
05/28/20 9:32:01	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
05/29/20 17:26:16	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
06/07/20 12:35:19	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0328 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 4 **Change Description** TASK ORDER #5

Approval

06/07/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$110,000.00
					<u>\$110,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
05/28/20 14:07:26	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
05/29/20 17:26:05	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
06/07/20 12:34:25	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0328 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 5 **Change Description** TASK ORDER #17

Approval

10/21/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2022		GL 621100 - 62330 / JL P40003 - 3665	U	\$85,000.00
					<u>\$85,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
10/08/21 13:48:03	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
10/08/21 14:08:52	DPW366	Kim Moore	Departmental Manager	Appropriations Are Available	Accepted
10/21/21 8:47:14	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
10/21/21 8:49:55	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0328 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 6 **Change Description** AMENDMENT - EXTEND END DATE **Approval**

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
0		04/23/23	- / -		\$0.00
					\$0.00

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/28/22 12:03:14	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note	MT 12243 4/12/2022				
03/28/22 15:47:25	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
03/31/22 10:07:23	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
	CBD023	Christine Berge	Deputy Clerk	Certification of BOS Approval of Contract	Pending

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0328 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Contract No. 19D0329

Contractor V35265 WSP USA INC.

Type	DP	ICA Design Professional			
Manager	CARISA	Security Code	6020	Public Works - Roads	
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total	
\$1.00	\$606,138.00	\$606,139.00	\$0.00	\$606,139.00	
Administrator	4/23/22	CAL Sec	CORR	CORRECTION	

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 WSP USA INC..

The agreement will provide CONSTRUCTION MANAGEMENT SERVICES - ON CALL BASIS

Period of agreement is from 4/23/2019 to 4/23/2022.

Anticipated Cost is \$606,139.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 621100 - 62330 / JL P40003 - 3665	1	LOT	\$606,139.00	\$606,139.00
CONSTRUCTION MANAGEMENT SERVICES - ON CALL BASIS						

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
04/11/19 15:40:51	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note MT6919 4/23/19					
04/11/19 16:43:57	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
04/15/19 8:09:35	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
Note pending BOS 4/23					
04/26/19 9:02:46	CBD012	Alicia MurilloCBD	Deputy Clerk	Certification of BOS Approval of Contract	Accepted
Note BOS approved 4/23/19, #45. COB approved 4/26/19.					



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 4/23/2019.

By: Alicia MurilloCBD, Deputy Clerk

AMENDMENTS ATTACHED

Report SCZCM1001: County Form ADM-29 Amendments
Contract No . 19D0329
AMENDMENT
Contractor V35265 WSP USA INC.

51.k

Change Order 1 **Change Description** TASK ORDER #1 **Approval** 09/16/19
 Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$115,000.00
					<u>\$115,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
09/09/19 11:18:17	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
09/09/19 11:30:50	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
09/16/19 15:54:51	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0329 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

51.k

Change Order 2 **Change Description** TASK ORDER #8

Approval

07/13/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$371,138.00
					<u>\$371,138.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/01/20 11:00:32	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/01/20 16:31:07	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
07/13/20 10:58:43	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0329 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

51.k

Change Order 3 **Change Description** TASK ORDER #8A1

Approval

07/07/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2022		GL 621100 - 62330 / JL P40003 - 3665	U	\$20,000.00
					<u>\$20,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/01/21 14:43:18	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/06/21 13:06:59	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
07/07/21 9:41:56	CAO024	Melodye Serino	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0329 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

51.k

Change Order 4 **Change Description** TASK ORDER #18

Approval

10/06/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2022		GL 621100 - 62330 / JL P40003 - 3665	U	\$100,000.00
					<u>\$100,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
10/04/21 11:36:20	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
10/04/21 16:20:24	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
10/06/21 11:59:38	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0329 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

51.k

Change Order **5 Change Description** AMENDMENT #1 - EXTEND END DATE **Approval**

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
0		04/23/23	- / -		\$0.00
					\$0.00

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/28/22 12:05:29	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note	MT 12243 4/12/2022				
03/28/22 15:47:25	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
03/30/22 17:18:52	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
	CBD023	Christine Berge	Deputy Clerk	Certification of BOS Approval of Contract	Pending

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0329 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

51.k

Change Order 6 **Change Description** TASK ORDER #25

Approval

03/30/22

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2022		GL 621100 - 62330 / JL P40003 - 3665	U	\$105,078.00
					<u>\$105,078.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/28/22 14:22:31	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
03/28/22 15:47:25	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
03/30/22 17:18:43	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0329 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

51.k

Change Order 7 **Change Description** TASK ORDER #27

Approval

03/30/22

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2022		GL 621100 - 62330 / JL P40003 - 3665	U	\$105,078.00
					<u>\$105,078.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/28/22 14:25:00	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
03/28/22 15:47:25	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
03/30/22 17:18:28	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0329 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Contract No. 19D0330

Contractor V36398 MNS ENGINEERS INC

Type	DP	ICA Design Professional			
Manager	CARISA	Security Code	6020	Public Works - Roads	
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total	
\$1.00	\$1,872,775.21	\$1,872,776.21	\$0.00	\$1,872,776.21	
Administrator	4/23/22	CAL Sec	AMEND	AMENDMENT	

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 MNS ENGINEERS INC.
The agreement will provide CONSTRUCTION MANAGEMENT SERVICES - ON CALL BASIS

Period of agreement is from 4/23/2019 to 4/23/2022.

Anticipated Cost is \$1,872,776.21.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 621100 - 62330 / JL P40003 - 3665	1	LOT	\$1,835,141.0	\$1,835,141.0
CONSTRUCTION MANAGEMENT SERVICES - ON CALL BASIS						
2	2020	GL 621100 - 62330 / JL P40003 - 3665	1	LOT	\$10,949.60	\$10,949.60
INVOICE #73501						
3	2020	GL 621100 - 62330 / JL P40003 - 3665	1	LOT	\$26,685.60	\$26,685.60
INVOICE #73825						

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
04/11/19 15:44:28	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note	MT6919 4/23/19				
04/11/19 16:44:21	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
04/15/19 8:13:18	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
Note	pending BOS 4/23/19				
04/26/19 9:05:18	CBD012	Alicia Murillo	Deputy Clerk	Certification of BOS Approval of Contract	Accepted
Note	BOS approved 4/23/19, #45. COB approved 4/26/19.				



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 4/23/2019.

By: Alicia MurilloCBD, Deputy Clerk

AMENDMENTS ATTACHED

Attachment: ADM 29 19D0330 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments
Contract No . 19D0330
AMENDMENT
Contractor V36398 MNS ENGINEERS INC

Change Order 1 **Change Description** INVOICE 73146 **Approval** 12/11/19
 Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$3,777.56
					<u>\$3,777.56</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
11/25/19 15:39:38	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
11/26/19 10:29:36	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
12/11/19 13:07:05	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0330 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 2 **Change Description** Inv #73261, #73501, #73825

Approval

12/11/19

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$19,241.64
2	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$10,949.60
3	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$26,685.60
					<u>\$106,309.72</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
12/06/19 12:56:53	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
12/06/19 16:49:32	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
12/11/19 13:06:49	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0330 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 3 **Change Description** BALANCE OF TASK ORDER #1 **Approval** 02/11/20
 Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2020		GL 621100 - 62330 / JL P40003 - 3665	U	\$54,344.60
					<u>\$54,344.60</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
12/23/19 8:46:51	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
01/06/20 9:12:37	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
02/11/20 10:30:36	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0330 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 4 **Change Description** TASK ORDER #6

Approval

07/13/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$400,618.30
					<u>\$400,618.30</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/01/20 10:53:45	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/01/20 16:32:34	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
07/13/20 11:02:35	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0330 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 5 **Change Description** TASK ORDER #7

Approval

07/13/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$260,150.70
					<u>\$260,150.70</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/01/20 10:57:07	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/01/20 16:32:27	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
07/13/20 11:01:19	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0330 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 6 **Change Description** TASK ORDER #9

Approval

07/13/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$348,995.48
					<u>\$348,995.48</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/01/20 11:03:49	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/01/20 16:31:40	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
07/13/20 11:00:38	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0330 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 7 **Change Description** TASK ORDER #10

Approval

08/10/20

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2021		GL 621100 - 62330 / JL P40003 - 3665	U	\$288,600.00
					<u>\$288,600.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/31/20 8:14:52	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
07/31/20 9:11:28	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
08/10/20 10:23:01	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 19D0330 DPW 20220412 (12243 : ICA Amendment: On-Call CM Service Contracts)



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Design

(831) 454-2160

Subject: Status Update: Emergency Repair Two Bar Rd PM 2.45

Meeting Date: April 12, 2022

Recommended Action(s):

Accept and file status update on emergency repair completion of Two Bar Road PM 2.45, Contract No. 22D0628.

Executive Summary

On March 22, 2022, the Board directed Community Development and Infrastructure to return to each meeting with an update report on the progress of the Two Bar Road PM 2.45 emergency work through its completion in accordance with Section 22050 of the Public Contract Code.

Background

On March 22, 2022, the Board approved Emergency Contract No. 22D0628 with GeoStabilization International, LLC for emergency road repairs on Two Bar Road PM 2.45 under Section 22050 of the Public Contract Code.

Analysis

This emergency repair was necessary to fix the roadway and embankment by the installation of a retaining wall, pavement repairs, guard railing, drainage inlet and culvert pipe, asphalt concrete dike, and erosion control measures under conditions as defined by Section 1102 of the Public Contract Code as an imminent danger to the public requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. The emergency repair was completed on February 18, 2022. Construction was completed to the extent that no further repairs are necessary. As such, no additional work will be going to bid for this site.

Financial Impact

Final construction cost was \$689,422.22. An Emergency Relief Grant through California Governor's Office of Emergency Services (CALOES) will cover a majority of the costs for the project. State SB1 funds will provide any local match required to complete the project. The project is accounted for in the County Road Fund (GL Key 621217/62330).

Strategic Plan Element(s)

3.C (Local Roads), 6.C (County Infrastructure)

The Two Bar Road PM 2.45 Emergency Repair Project supports the goals of the County Strategic Plan focus area to upgrade pavement conditions and road safety for everyone

and responsibly maintaining County assets in support of community goals by repairing unforeseen occurrences of road failure.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Design

(831) 454-2160

Subject: Status Update: Emergency Repair Lodge Rd PM 0.60

Meeting Date: April 12, 2022

Recommended Action(s):

Accept and file status update on emergency repair completion of Lodge Road PM 0.60, Contract No. 22D0627.

Executive Summary

On March 22, 2022, the Board directed Community Development and Infrastructure to return to each meeting with an update report on the progress of the Lodge Road PM 0.60 emergency work through its completion in accordance with Section 22050 of the Public Contract Code.

Background

On March 22, 2022, the Board approved Emergency Contract No. 22D0627 with GeoStabilization International, LLC for emergency road repairs on Lodge Road PM 0.60 under Section 22050 of the Public Contract Code.

Analysis

This emergency was necessary to repair the roadway and embankment by the installation of a retaining wall, pavement repairs, guard railing, asphalt concrete dike, and erosion control measures under conditions as defined by Section 1102 of the Public Contract Code as an imminent danger to the public requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. The emergency repair was completed on February 18, 2022. Construction was completed to the extent that no further repairs are necessary. As such, no additional work will be going to bid for this site.

Financial Impact

Final construction cost was \$950,000. An Emergency Relief Grant through California Governor's Office of Emergency Services (CALOES) will cover a majority of the costs for the project. State SB1 funds will provide any local match required to complete the project. The project is accounted for in the County Road Fund (GL Key 621217/62330).

Strategic Plan Element(s)

3.C (Local Roads), 6.C (County Infrastructure)

The Lodge Road PM 0.60 Emergency Repair Project supports the goals of the County Strategic Plan focus area to upgrade pavement conditions and road safety for everyone

and responsibly maintaining County assets in support of community goals by repairing unforeseen occurrences of road failure.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Design

(831) 454-2160

Subject: Ratify Contract Award for the Laurel Glen Road PM 1.97 Storm Damage Repair Project

Meeting Date: April 12, 2022

Recommended Action

Ratify award and execution of Contract No. 22D0632 with Conley General Engineering, Inc., in the amount of \$478,400 for the Laurel Road PM 1.97 2017 Storm Damage Repair project.

Executive Summary

Ratify the contract award for the Laurel Road PM 1.97 2017 Storm Damage Repair project with Conley Engineering, Inc., of Santa Cruz, California for \$478,400.

Background

On January 11, 2022, the Board approved the plans, specification and engineer's estimate; set bid opening and advertisement, and authorized the Deputy CAO/Director of Community Development and Infrastructure to award and sign the Laurel Road PM 1.97 2017 Storm Damage Repair project contract with the qualified low bidder. The Board also directed Community Development and Infrastructure to return on or before April 26, 2022, for ratification of the contract award.

Analysis

The project was advertised in accordance with the Board's direction on January 16, 2022, and on February 10, 2022, the Department of Community Development and Infrastructure received 3 bids. The lowest bid received in the amount of \$478,400 was from Conley Engineering, Inc., of Santa Cruz, California. The engineer's estimate was \$526,086.50. A bid summary is attached for reference. On March 4, 2022, the Deputy CAO/Director of Community Development and Infrastructure awarded Contract No. 22D0632 to Conley Engineering, Inc., in the amount of \$478,400.

Laurel Road at PM 1.97 was damaged in the winter 2016/2017 storm events. The project involves the construction of a steel soldier pile retaining wall with timber lagging and soil tieback anchor assemblies, fabricated steel walers, metal beam guard railing with terminal end systems, asphalt concrete dike, asphalt pavement and repair, and erosion control and revegetation.

Financial Impact

The construction project is estimated to cost \$478,400. An Emergency Relief Grant through Federal Highway Administration (FHWA) will cover a majority of the costs for the project. State SB1 funds will provide any local match required to complete the

project. The project is accounted for in the County Road Fund (GL Key 621217/62330).

Strategic Plan Element(s)

3.A (Reliable Transportation: Regional Mobility)

The installation of a steel soldier pile wall will restore the road to pre-disaster conditions.

3.C (Reliable Transportation: Local Roads)

The Department of Community Development and Infrastructure 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 Contract No. 22D0632 - Laurel Glen Road PM 1.97
- b Bid Summary - Laurel Glen Road PM 1.97
- c ADM 29 22D0632_DPW_20220412

CONTRACT

This Contract, made and entered into this 4th day of March, 2022, between the County of Santa Cruz, a political subdivision of the State of California, hereinafter referred to as County, and: Conley General Engineering, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Supervisors of said County of Santa Cruz heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and special provisions; and,

WHEREAS, the Board of Supervisors of County of Santa Cruz did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of Santa Cruz within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Board of Supervisors of County of Santa Cruz publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said Board of Supervisors of County of Santa Cruz, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to it a Contract therefor.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. SCOPE OF WORK

Contractor will furnish **labor, equipment, tools and materials** necessary for site work and construction of **timber lagging soldier pile retaining walls, Midwest guardrail system, reconstructed roadway, erosion control and revegetation**. The Contractor shall include in its bid and provide labor, tools, equipment, and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in said plans, special provisions, and any addendum that may be issued prior to the date of bid, or in either of them, which said plans and special provisions are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

2. TERMS AND CONDITIONS

This Contract, and the Contract Documents, consist of the Contract Documents identified within the plans and special provisions, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and County of Santa Cruz agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Board of Supervisors of County of Santa Cruz, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and special provisions, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and special provisions.

Upon condition the Contractor faithfully performs its obligations herein, County of Santa Cruz agrees to make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of Four hundred seventy eight thousand four hundred dollars and zero cents (\$478,400.00.)

IN WITNESS WHEREOF, County of Santa Cruz and Contractor have caused this Contract to be signed as of the day and year first above written.

Project Name: Laurel Glen Road PM 1.97 Storm Damage Repair Project

4. County of Santa Cruz:

By: [Signature]

Print Name: for Matt Machado

Print Title: Director of Public Works

Date: 3/4/22

2. Contractor:

By: [Signature]
(Signature of Authorized Agent)

Print Name: Sharon Conley

Print Title: Secretary

Date: 2/25/22

1. Approved as to form:

[Signature]
County Counsel

Date: 7/17/22

3. Approved as to insurance:

[Signature]
Risk Management

Date: 3/3/2022

Line Item	Description	Quantity	Unit of Measure	Engineers Estimate		CONLEY GENERAL ENGINEERING		Brannon Corporation		Granite Rock Company	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	CONSTRUCTION AREA SIGNS		1 LS	\$800.00	\$800.00	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$6,000.00	\$6,000.00
2	TRAFFIC CONTROL SYSTEM		1 LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$38,600.00	\$38,600.00	\$40,000.00	\$40,000.00
3	PREPARE WATER POLLUTION CONTROL PROGRAM		1 LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
4	CLEARING AND GRUBBING (LS)		1 LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$11,600.00	\$11,600.00	\$5,000.00	\$5,000.00
5	ROADWAY EXCAVATION		51 CY	\$200.00	\$10,200.00	\$205.00	\$10,455.00	\$275.00	\$14,025.00	\$100.00	\$5,100.00
6	F STRUCTURE EXCAVATION (SOLDIER PILE WALL)		65 CY	\$280.00	\$18,200.00	\$205.00	\$13,325.00	\$240.00	\$15,600.00	\$500.00	\$32,500.00
7	F STRUCTURE BACKFILL (SOLDIER PILE WALL)		36 CY	\$250.00	\$9,000.00	\$280.00	\$10,080.00	\$270.00	\$9,720.00	\$500.00	\$18,000.00
8	F CONCRETE BACKFILL (SOLDIER PILE WALL)		30 CY	\$470.00	\$14,100.00	\$300.00	\$9,000.00	\$450.00	\$13,500.00	\$350.00	\$10,500.00
9	F LEAN CONCRETE BACKFILL		34 CY	\$458.00	\$15,572.00	\$125.00	\$4,250.00	\$260.00	\$8,840.00	\$250.00	\$8,500.00
10	ROLLED EROSION CONTROL PRODUCT (TRM)		580 SQFT	\$1.00	\$580.00	\$2.75	\$1,595.00	\$5.00	\$2,900.00	\$2.00	\$1,160.00
11	HYDROMULCH		580 SQFT	\$1.00	\$580.00	\$3.00	\$1,740.00	\$4.00	\$2,320.00	\$2.25	\$1,305.00
12	FIBER ROLLS		250 LF	\$7.00	\$1,750.00	\$7.00	\$1,750.00	\$14.00	\$3,500.00	\$6.00	\$1,500.00
13	CLASS 2 AGGREGATE BASE (CY)		29 CY	\$300.00	\$8,700.00	\$180.00	\$5,220.00	\$98.00	\$2,842.00	\$400.00	\$11,600.00
14	HOT MIX ASPHALT (TYPE A)		45 TON	\$360.00	\$16,200.00	\$300.00	\$13,500.00	\$682.00	\$30,690.00	\$500.00	\$22,500.00
15	PLACE HOT MIX ASPHALT DIKE (TYPE C)		120 LF	\$17.00	\$2,040.00	\$20.00	\$2,400.00	\$41.00	\$4,920.00	\$40.00	\$4,800.00
16	PLACE HOT MIX ASPHALT DIKE (TYPE F)		110 LF	\$23.00	\$2,530.00	\$20.00	\$2,200.00	\$41.00	\$4,510.00	\$40.00	\$4,400.00
17	COLD PLANE ASPHALT CONCRETE PAVEMENT		310 SQYD	\$33.00	\$10,230.00	\$25.00	\$7,750.00	\$28.00	\$8,680.00	\$30.00	\$9,300.00
18	GROUND ANCHOR (SUBHORIZONTAL)		8 EA	\$5,500.00	\$44,000.00	\$8,000.00	\$64,000.00	\$10,200.00	\$81,600.00	\$9,500.00	\$76,000.00
19	STEEL SOLDIER PILE (HP 12 X 53)		400 LF	\$100.00	\$40,000.00	\$150.00	\$60,000.00	\$92.00	\$36,800.00	\$140.00	\$56,000.00
20	42" DRILLED HOLE		180 LF	\$450.00	\$81,000.00	\$250.00	\$45,000.00	\$150.00	\$27,000.00	\$330.00	\$59,400.00
21	F STRUCTURAL CONCRETE, DRAINAGE INLET		3.3 CY	\$4,000.00	\$13,200.00	\$2,000.00	\$6,600.00	\$1,100.00	\$3,630.00	\$3,500.00	\$11,550.00
22	F MINOR CONCRETE (MINOR STRUCTURE)		2 CY	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$520.00	\$1,040.00	\$2,000.00	\$4,000.00
23	F TIMBER LAGGING		3 MFBM	\$7,600.00	\$22,800.00	\$7,000.00	\$21,000.00	\$8,400.00	\$25,200.00	\$15,000.00	\$45,000.00
24	CLEAN AND PAINT STEEL SOLDIER PILING		1 LS	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00	\$17,260.00	\$17,260.00	\$21,500.00	\$21,500.00
25	18" PLASTIC PIPE		30 LF	\$290.00	\$8,700.00	\$265.00	\$7,950.00	\$171.00	\$5,130.00	\$500.00	\$15,000.00
26	FABRIC FILTER (UNDERDRAIN) (ENGMET)		130 SQYD	\$7.85	\$1,020.50	\$15.00	\$1,950.00	\$10.00	\$1,300.00	\$20.00	\$2,600.00
27	MISCELLANEOUS IRON AND STEEL		660 LB	\$5.00	\$3,300.00	\$18.00	\$11,880.00	\$8.00	\$5,280.00	\$6.00	\$3,960.00
	ROCK SLOPE PROTECTION (150 lb, Class III, METHOD B) (CY)		4 CY	\$361.00	\$1,444.00	\$1,500.00	\$6,000.00	\$900.00	\$3,600.00	\$1,500.00	\$6,000.00
29	ROCK SLOPE PROTECTION FABRIC (CLASS 8)		15 SQYD	\$30.00	\$450.00	\$20.00	\$300.00	\$92.00	\$1,380.00	\$40.00	\$600.00
30	F MISCELLANEOUS METAL (PIPE SLEEVE)		120 LB	\$32.00	\$3,840.00	\$20.00	\$2,400.00	\$5.00	\$600.00	\$5.00	\$600.00
31	REMOVE PAVEMENT MARKER		18 EA	\$10.00	\$180.00	\$25.00	\$450.00	\$35.00	\$630.00	\$5.00	\$90.00
32	GUARD RAILING DELINEATOR		19 EA	\$40.00	\$760.00	\$25.00	\$475.00	\$22.00	\$418.00	\$20.00	\$380.00
33	PAVEMENT MARKER (RETROREFLECTIVE)		18 EA	\$35.00	\$630.00	\$35.00	\$630.00	\$45.00	\$810.00	\$20.00	\$360.00
34	MIDWEST GUARDRAIL SYSTEM		120 LF	\$100.00	\$12,000.00	\$80.00	\$9,600.00	\$81.00	\$9,720.00	\$75.00	\$9,000.00
35	CABLE RAILING		52 LF	\$110.00	\$5,720.00	\$95.00	\$4,940.00	\$97.00	\$5,044.00	\$90.00	\$4,680.00
36	ALTERNATIVE IN-LINE TERMINAL SYSTEM		2 EA	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,504.00	\$11,008.00	\$5,000.00	\$10,000.00
37	6" THERMOPLASTIC TRAFFIC STRIPE		370 LF	\$30.00	\$11,100.00	\$4.00	\$1,480.00	\$13.00	\$4,810.00	\$4.00	\$1,480.00
38	REMOVE THERMOPLASTIC TRAFFIC STRIPE		370 LF	\$8.00	\$2,960.00	\$4.00	\$1,480.00	\$8.00	\$2,960.00	\$3.00	\$1,110.00
39	MOBILIZATION		1 LS	\$53,000.00	\$53,000.00	\$67,000.00	\$67,000.00	\$61,800.00	\$61,800.00	\$50,000.00	\$50,000.00
	Total				\$526,086.50		\$478,400.00		\$485,467.00		\$568,475.00

Attachment: Bid Summary - Laurel Glen Road PM 1.97 (11837) : Ratify Contract Award for the Laurel Glen

Report SCZCM1001: County Form ADM-29 Amendments

Contract No. 22D0632

Contractor V122311 CONLEY GENERAL ENGINEERING INC

Type	OT	Other			
Manager	TIM B		Security Code	6020	Public Works - Roads
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt	Encumbrance Total	
\$478,400.00	\$0.00	\$478,400.00	\$0.00	\$478,400.00	
Administrator	COMPLETE		CAL Sec	AMEND	AMENDMENT

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 CONLEY GENERAL ENGINEERING INC. The agreement will provide LAUREL GLEN RD PM 1.97

Period of agreement is from 3/4/2022 to 1/1/1000.

Anticipated Cost is \$478,400.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2022	GL 621217 - 62330 / JL P76744 - 3665	1	LOT	\$478,400.00	\$478,400.00
		LAUREL GLEN RD PM 1.97				

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/10/22 14:41:11	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
03/10/22 15:33:27	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted

 THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS
 CERTIFIED BY THE CLERK OF THE BOARD

AMENDMENTS ATTACHED

Report SCZCM1001: County Form ADM-29 Amendments

Contract No . 22D0632

AMENDMENT

Contractor V122311 CONLEY GENERAL ENGINEERING INC

Change Order 1 Change Description RATIFY - FLOW CLERK OF BOARD Approval
Amendment budgeted as follows:

Table with columns: No, FY, End Date, Account, Type, Total. Row 1: 0, -, -, -, \$0.00, \$0.00

Workflow Approval History

Table with columns: Time, User ID, User Name, Role, Approved As To, Status. Rows include Michele Suttora, Italo Jimenez, Erich Friedrich, and Christine Berge.

THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 22D0632_DPW_20220412 (11837 : Ratify Contract Award for the Laurel Glen Road PM 1.97 Storm Damage Repair Project)



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Design

(831) 454-2160

Subject: Amendment to ICA - San Lorenzo Way Bridge Replacement Project

Meeting Date: April 12, 2022

Recommended Action

- 1) Approve amendment to agreement CW03655 (18D3655) with Quincy Engineering, Inc., for engineering and environmental services for the San Lorenzo Way Bridge Replacement project in order to increase compensation by an additional \$100,000 to a total of \$800,000 and extend the term of the contract to December 31, 2023;
- 2) Authorize the Director of Community Development and Infrastructure to sign the agreement on behalf of the County.

Executive Summary

Board of Supervisors approval is requested to amend the Independent Contractor Agreement (ICA) to increase compensation for environmental and design services and extending the term of the contract to December 31, 2023. This amendment is necessary for additional design services and extensive utility coordination required for the San Lorenzo Way Bridge Replacement project.

Background

An ICA was previously entered into with Quincy Engineering, Inc., for engineering and environmental services for the replacement of the San Lorenzo Way Bridge, in the amount of \$410,414.84 and approved by the Board on May 17, 2011. An amendment to the contract was approved by the Board on February 7, 2012, increasing the compensation to \$553,165.08. Another amendment was approved by the Board on June 25, 2019, increasing the compensation to \$700,000 and extending the term of the contract.

Analysis

The additional design is required due to updates and design revisions requested by Caltrans and FHWA on the San Lorenzo Way Bridge Replacement project as the result of unforeseen delays with utility relocation.

Financial Impact

This contract at the recommended new total amount of \$800,000 is funded by the Federal Highways Administration Bridge Program and is accounted for in the Road Fund (GL Key 621100/62330).

Strategic Plan Elements**3.C (Reliable Transportation: Local Roads)**

The Department of Community Development and Infrastructure is working diligently to provide safe roadway conditions and replacing bridges in poor condition 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 Amendment to Agreement #CW03655 Quincy Engineering (eSign)
- b Insurance - San Lorenzo Way Bridge Replacement Project
- c ADM 29 18D3655

AMENDMENT NO. 6 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. CW03655 (18D3655)

This Amendment No. 6 (“**Amendment**”) shall serve to modify the existing Contract No. CW03655 (18D3655) (“**Contract**”) between the County of Santa Cruz (“**County**”) and Quincy Engineering (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

I. Background.

- a. The Parties entered into the Contract effective May 17, 2011.
- b. The Parties previously executed the following amendments to the Contract:
 1. Amendment No. 1, effective February 7, 2012 .
 2. Amendment No. 2, effective January 27, 2015 .
 3. Amendment No. 3, effective June 29, 2017 .
 4. Amendment No. 4, effective June 25, 2019 .
 5. Amendment No. 5, effective December 23, 2020 .
- c. This amendment is necessary for additional design services and extensive utility coordination required for the San Lorenzo Way Bridge Replacement project.

II. Effective Date of Amendment.

- a. This Amendment shall be effective April 12, 2022 (“**Effective Date**”).

III. Changes to Contract.

- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.

1. Increase compensation by \$100,000.00 for a not to exceed amount of \$800,000.00 by amending Section 2 as follows:



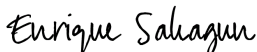
COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed *\$800,000.00*, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

2. The term of the Contract shall be extended to December 31, 2023 by amending Section 3 as follows:

TERM. The term of this Contract shall be from Board approval through *December 31, 2023*.

- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

<u>QUINCY ENGINEERING (“Contractor”)</u>	<u>COUNTY OF SANTA CRUZ (“County”)</u>
<p>[Signature of person signing for Contractor]</p> <p>DocuSigned by:  3/30/2022 <small>2CD8ECD5171E4B8...</small></p> <hr/> <p>Brent Lemon Date</p> <p>2</p>	<p>Matt Machado</p> <p>Deputy CAO, Director of Public Works</p> <hr/> <p>Date</p> <p>4</p>
<p>Address: 11017 Cobblerock Drive, Ste 100 Rancho Cordova, CA 95076</p> <p>Telephone: (916) 368-9181</p> <p>Fax: (916) 368-1308</p> <p>Email: brentl@quincyeng.com</p>	<p>Approved as to Form:</p> <p>DocuSigned by:  3/30/2022 <small>40E86ACDEEDAB42D...</small></p> <hr/> <p>Office of County Counsel Date</p> <p>1 3/30/22 (AMS#12123)</p>
<p>DISTRIBUTION: Public Works Contractor</p>	<p>Approved as to Insurance:</p> <p>DocuSigned by:  3/30/2022 <small>F88BB4ED1F11445...</small></p> <hr/> <p>Risk Management Date</p> <p>3</p>

Attachment: Amendment to Agreement #CW03655 Quincy Engineering (eSign) (12123 : Amendment to ICA - San Lorenzo Way Bridge

Certificate Of Completion

Envelope Id: DA78704E1A2D464A89C37A0BEE9E8E89

Status: Sent

Subject: Amendment to Agreement #CW03655 Quincy Engineering (12123) 4/12/22 BOS

Source Envelope:

Document Pages: 3

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Rosa Ortiz-Rocha

AutoNav: Enabled

701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Rosa.Ortiz-Rocha@santacruzcounty.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Rosa Ortiz-Rocha

Location: DocuSign

3/30/2022 3:16:17 PM

Rosa.Ortiz-Rocha@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

R. Brent Lemon

brentl@quincyeng.com

Vice President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 73.116.123.60

Timestamp

Sent: 3/30/2022 3:18:43 PM

Viewed: 3/30/2022 3:20:37 PM

Signed: 3/30/2022 3:21:16 PM

Electronic Record and Signature Disclosure:

Accepted: 3/30/2022 3:20:37 PM

ID: 3a453552-8875-4fb3-a2eb-fd3eaf00f88b

Enrique Sahagun

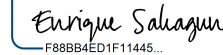
Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

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Viewed: 3/30/2022 3:23:56 PM

Signed: 3/30/2022 3:24:08 PM

Electronic Record and Signature Disclosure:

Accepted: 2/28/2022 5:38:23 PM

ID: 53dded50-e6e0-41af-93b9-11ee12d5835c

Justin Graham

Justin.Graham@santacruzcounty.us

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



40E85ACDEDAB42D...

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Sent: 3/30/2022 3:24:10 PM

Viewed: 3/30/2022 3:25:29 PM

Signed: 3/30/2022 3:25:36 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

CBD eSignature

CBD.eSignature@santacruzcounty.us

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Sent: 3/30/2022 3:25:38 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 5:29:04 PM

ID: c4e5a2a3-4d71-4795-ac63-16aaad036e28

Signer Events**Signature****Timestamp**

Matt Machado

Matt.Machado@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 8:22:46 AM

ID: 82550d6a-8dcd-4ff4-b394-1d902bcd64c7

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jeffrey de los Santos

Jeff.delosSantos@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/8/2022 2:44:48 PM

ID: ed91425a-d27a-4924-826b-63930c17bb62

Michele Suttora

Michele.Suttora@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2022 8:20:18 AM

ID: 7f34d27a-8b16-475d-8339-490100c382b4

Mirna Guerrero

Mirna.Guerrero@santacruzcounty.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/2/2022 10:29:36 AM

ID: b1e2ec57-507f-4634-ad39-3efe673d1efb

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/30/2022 3:18:43 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

Report SCZCM1001: County Form ADM-29 Amendments

Contract No. 18D3655

Contractor V119623 QUINCY ENGINEERING INC

Type	OT	Other			
Manager	TIM B		Security Code	6020	Public Works - Roads
Original Amount	Amendment Total	Current Maximum Total	Contingency Amt		Encumbrance Total
\$234,553.25	\$146,834.92	\$381,388.17	\$0.00		\$381,388.17
Administrator	MARY ANN		CAL Sec	AMEND	AMENDMENT

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 QUINCY ENGINEERING INC.

The agreement will provide CONVERSION CW036551 & CW136551 ON 12/11/17

Period of agreement is from 5/17/2011 to 12/31/2022.

Anticipated Cost is \$381,388.17.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account/Description	Qty	Units	Price	Extd Amt
1	2019	GL 621100 - 62330 / JL P40172 - 3665	1	LOT	\$381,388.17	\$381,388.17
CONVERSION CW036551 & CW136551 ON 12/11/17						

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
12/15/17 15:29:35	DPW379	Mary Ann LoBalbo	Contract Initiator	Self-Approved	Accepted
12/18/17 15:34:53	DPW379	Mary Ann LoBalbo	Contract Initiator	Self-Approved	Accepted
12/18/17 16:26:08	DPW366	Kim Moore	Departmental Manager	Appropriations Are Available	Accepted
12/27/17 8:32:35	CAO053	Sven Stafford	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted

 THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS
 CERTIFIED BY THE CLERK OF THE BOARD

AMENDMENTS ATTACHED

Report SCZCM1001: County Form ADM-29 Amendments
Contract No . 18D3655
AMENDMENT
Contractor V119623 QUINCY ENGINEERING INC

Change Order 1 **Change Description** EXT END DATE TO JUNE 30, 2019 **Approval** 01/10/18
 Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
0		06/30/19	- / -		\$0.00
					<u>\$0.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
01/03/18 14:09:26	DPW379	Mary Ann LoBalbo	Contract Initiator	Self-Approved	Accepted
Note EXT OF END DATE TO JUNE 30, 2019-NO COST AMENDMENT BOS JUNE 27, 2017 #55					
01/03/18 14:57:02	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
01/03/18 15:55:43	CAO052	Trish DanielsCAO	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
01/10/18 14:58:48	CBD012	Alicia MurilloCBD	Deputy Clerk	Certification of BOS Approval of Contract	Accepted

Note BOS approved on 6/27/17,#55. COB approved on 1/10/18.



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 1/10/2018.
 By: Alicia MurilloCBD, Deputy Clerk

Attachment: ADM 29 18D3655 (12123 : Amendment to ICA - San Lorenzo Way Bridge Replacement Project)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 2 **Change Description** INCREASE CONTRACT & EXTEND DAT **Approval** 06/26/19
 Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2019	12/31/20	GL 621100 - 62330 / JL P40172 - 3665	U	\$146,834.92
					<u>\$146,834.92</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
06/11/19 8:51:31	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note	MT 7371	6/25/19			
06/11/19 11:12:35	DPW366	Kim Moore	Departmental Manager	Appropriations Are Available	Accepted
06/11/19 14:48:48	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
Note		pending BOS approval			6/25/19
06/26/19 9:27:45	CBD012	Alicia Murillo	Deputy Clerk	Certification of BOS Approval of Contract	Accepted
Note		BOS approved 6/25/19, #51.			COB approved 6/26/19.



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 6/26/2019.
 By: Alicia MurilloCBD, Deputy Clerk

Attachment: ADM 29 18D3655 (12123 : Amendment to ICA - San Lorenzo Way Bridge Replacement Project)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 3 **Change Description** EXT END DATE TO DEC 31,2022

Approval 03/26/21

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
0		12/31/22	- / -		\$0.00
					<hr/> \$0.00

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
01/15/21 16:52:58	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note	MT 10070	2/2/2021			
01/19/21 12:31:56	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
01/22/21 13:46:19	CAO052	Trish Daniels	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
Note	pending BOS	2/2/21			
03/26/21 15:46:51	CBD015	Susan Galloway	Deputy Clerk	Certification of BOS Approval of Contract	Accepted
Note	Should be #21D3655; amendment is for 21. Appeared on the 2/2/2021 BOS agenda as Amendment 18D3655				



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 3/26/2021.

By: Susan Galloway, Deputy Clerk

Attachment: ADM 29 18D3655 (12123 : Amendment to ICA - San Lorenzo Way Bridge Replacement Project)

Report SCZCM1001: County Form ADM-29 Amendments

Change Order 4 **Change Description** AMENDMENT #6 INC AND DATE

Approval

Amendment budgeted as follows:

No	FY	End Date	Account	Type	Total
1	2022	12/31/23	GL 621100 - 62330 / JL P40172 - 3665	U	\$100,000.00
					<u>\$100,000.00</u>

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
03/28/22 11:56:22	DPW352	Michele Suttora	Contract Initiator	Self-Approved	Accepted
Note	MT 12123 4/12/2022				
03/28/22 15:47:25	DPW187	Italo Jimenez	Departmental Manager	Appropriations Are Available	Accepted
03/31/22 9:11:24	CAO062	Erich Friedrich	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Accepted
	CBD023	Christine Berge	Deputy Clerk	Certification of BOS Approval of Contract	Pending

 THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS
 AS CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM 29 18D3655 (12123 : Amendment to ICA - San Lorenzo Way Bridge Replacement Project)



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Design

(831) 454-2160

Subject: Advertise for Rider Road PM 0.07 Storm Damage Repair Project

Meeting Date: April 12, 2022

Recommended Actions

- 1) Approve the plans, specifications, and engineer's estimate, and authorize calling for bids for the Rider Road PM 0.07 2016 Storm Damage Repair project, State Project No. 2016-02 DSR 3381
- 2) Set bid opening for 2:00 p.m. on May 11, 2022, in the Department of Community Development and Infrastructure;
- 3) Direct the Clerk of the Board to advertise the Notice to Contractors for ten days beginning April 17, 2022, per the provisions of Public Contract Code Section 20392;
- 4) Authorize the Deputy CAO/Director of Community Development and Infrastructure to award and sign the contract with the qualified low bidder; and
- 5) Direct Community Development and Infrastructure to return on or before August 9, 2022, for ratification of the contract award.

Executive Summary

Community Development and Infrastructure has prepared plans, specifications and an engineer's estimate for the Rider Road PM 0.07 2016 Storm Damage Repair project, State Project No. 2016-02 DSR 3381. Board approval for the recommended actions is requested to proceed with this project.

Background

A portion of Rider Road was damaged during the March 2016 storm event.

Analysis

This project will restore the roadway to its pre-disaster condition including the construction of a soldier pile wall, grading, drainage improvements, rock slope protection, erosion control, and revegetation. The plans and specifications for the subject project have been placed on file with the Clerk of the Board for your consideration.

The Engineer's estimate for the project is \$323,895 not including contingency costs, overhead costs, nor engineering costs. The Department of Community Development and Infrastructure has received authorization from CalOES to proceed with the

construction of the project.

Financial Impact

The construction project is estimated to cost \$323,895. An Emergency Relief Grant through FEMA will cover a majority of the costs for the project. SB1 funds will provide any local match required to complete the project. The project is accounted for in the Road Fund (GL Key 621100/62330).

Strategic Plan Elements

3.A (Reliable Transportation - Regional Mobility)

The installation of a soldier pile wall and drainage improvements will restore the road to pre-disaster conditions.

3.C (Reliable Transportation: Local Roads)

The Department of Community Development and Infrastructure 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 Plans - Rider Road PM 0.07 (eSign)
- b Specs Book 1 - Rider Road PM 0.07 (Cover Sheet)
- c Specs Book 1 - Rider Road PM 0.07 (45 pages, online and on file)
- d Specs Book 2 - Rider Road PM 0.07 (Cover Sheet)
- e Specs Book 2 - Rider Road PM 0.07 (37 pages, online and on file)
- f Specs Book 3 - Rider Road PM 0.07 (Cover Sheet)
- g Specs Book 3 - Rider Road PM 0.07 (295 pages, online and on file)
- i Notice to Contractors - Rider Road PM 0.07

INDEX OF SHEETS

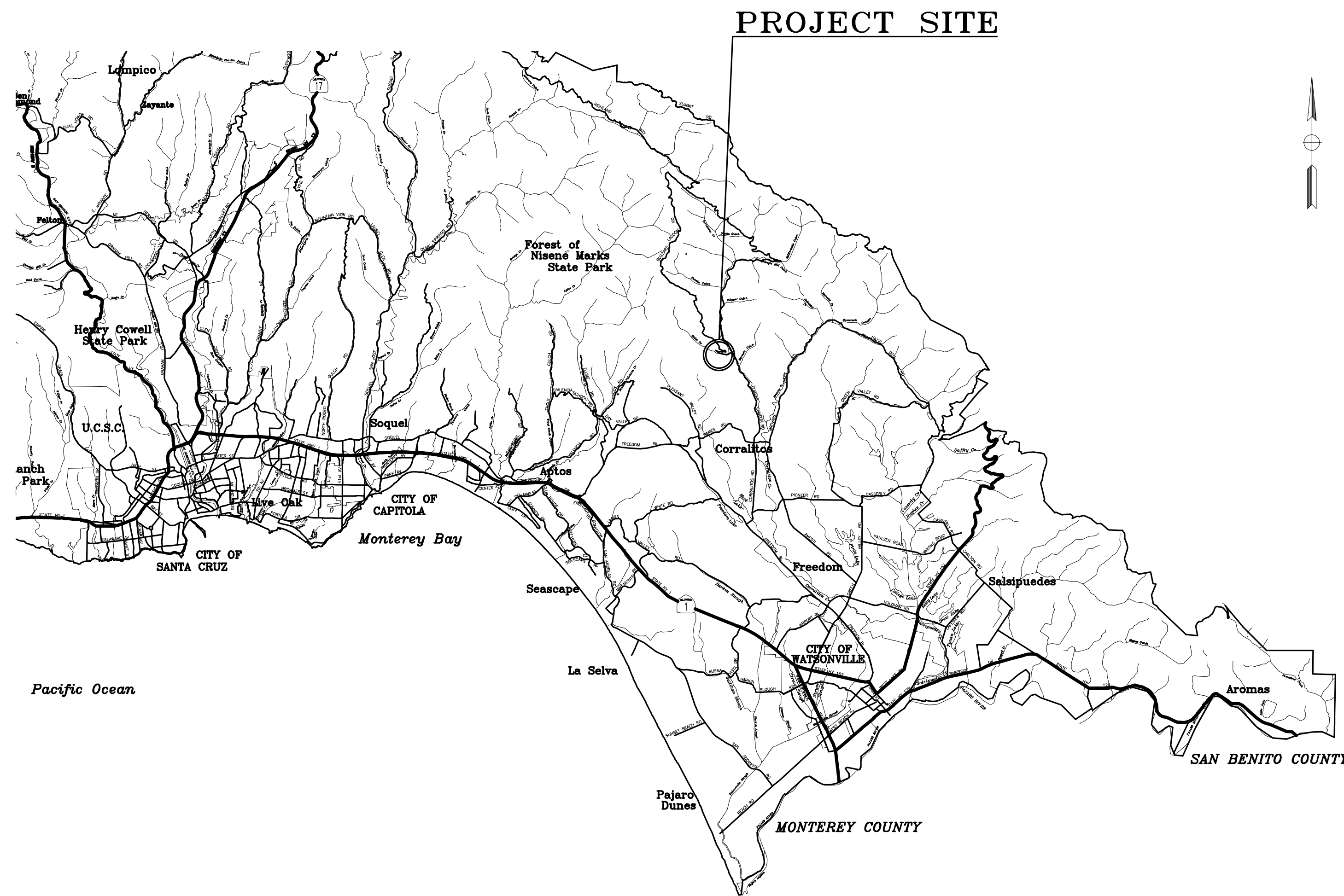
SHEET	DESCRIPTION
1	TITLE SHEET
2	PLAN
3	WALL PROFILE
4	TYPICAL SECTION
5	STRUCTURAL DETAILS
6	STRUCTURAL DETAILS
7	GRADING AND DRAINAGE PLAN
8	EROSION CONTROL & REVEGETATION PLAN
9	CIVIL DETAILS

ABBREVIATIONS

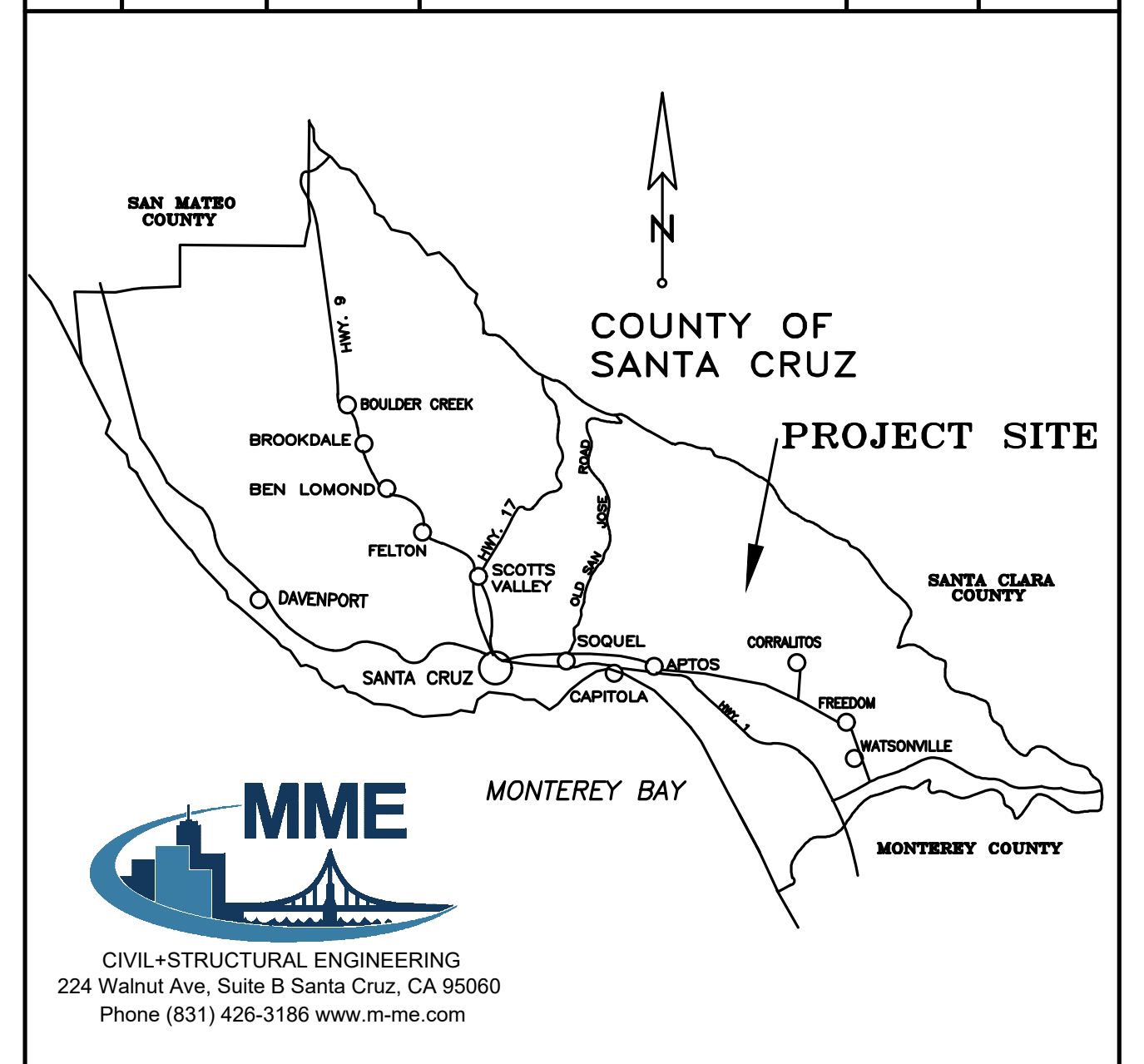
AB	Anchor Bolt	LL	Live load
AC	Asphalt Concrete	LS	Lag screw
ACI	American Concrete Institute	LT	Left
AGG BASE	Aggregate Base	LTWT	Light weight
AISC	American Institute of Steel Construction	MANUF	Manufacturer's
AITC	American Institute of Timber Construction	MAX	Maximum
APA	American Plywood Association	MB	Machine Bolt
APPROX	Approximately	MECH	Mechanical
ARCH	Architect	MISC	Miscellaneous
ASTM	American Society for Testing & Materials	MH	Manhole
AVG	Average	MIN	Minimum
BC	Begin curve	MP	Midpoint
BG	Below grade	MTL	Metal
BLDG	Building	NG	Natural Grade
BLKG	Block(ing)	NTS	Not to Scale
BM	Bench Mark	OC	On center
BN	Boundary nailing	OCBW	On center both ways
BOT	Bottom	OD	Outside Diameter
BRG	Bearing	OPP	Opposite
BTWN	Between	PC	Point of curvature
BVL	Bevel	PCC	Portland Cement Conc
C	Channel	PCR	Point of curb return
CANT	Cantilever	PI	Point of intersection
CB	Catch Basin, Carriage Bolt	PIP	Poured in place
CC	Center to Center	PL	Property Line, Plate
CF	Cubic feet	PLY	Plywood
CFM	Cubic feet per minute	PMP	Perforated metal pipe
CG&S	Curb, Gutter, & Sidewalk	PNL	Panel
CI(P)	Cast Iron (Pipe)	PPVC	Perforated Polyvinyl Chloride Pipe
CJ	Construction joint or Contraction joint	PRCST	Precast
CL	Center Line	PRCFAB	Prefabricated
CLG	Ceiling	PSF	Pounds per Square Foot
CLR	Clear, Clearance	PSI	Pounds per Square Inch
CMP	Corrugated metal pipe	PT	Point of tangency or Point
CONTR	Control	PTDF	Pressure Treated Douglas Fir
CO	Cleanout	PVC	Polyvinyl Chloride Pipe
COLL	Collector	PVMT	Pavement
COMP PEN	Complete penetration	R	Radius, Riser
CONC	Concrete	RC	Relative Compaction
CONN	Connection	RCP	Reinforced concrete pipe
CONT	Continuous	REINF	Reinforcement
CSK	Countersink	REM	Removal
CTR	Center	REPL	Replace
CVR	Cover	REQD	Required
CY	Cubic yard	RET	Retaining
DBL	Double	RGH or RS	Rough or Rough sawn
DEG	Degree	RT	Right
DET	Detail	R/W or ROW	Right of way
DF	Douglas Fir	RWALL	Retaining Wall
DI	Drop inlet or Drainage inlet	RWD	Redwood
DIA	Diameter	S	Slope
DIAG	Diagonal	SB	Solid backing
DIM	Dimension	SCH	Schedule
DL	Dead load	SD	Storm drain
DN	Down	SECT	Section
DW	Driveway	SEL	Select
DWG	Drawing	SF	Square foot
E	Electric	SHT	Sheet
EA	Each	SHTG	Sheathing
EB	Expansion bolt	SIM	Similar
EC	End curve	SK	Sack
EF	Each face	SLV	Slave
EJ	Expansion joint	SM	Sheet metal
ELECT	Electric, Electrical	SP	Sheet pile
ELEV or EL	Elevation	SPEC	Specifications
ENGR	Engineer	SQR	Square
EP	Edge of pavement	SS	Sanitary or Sanitary Sewer
ES	Each side	SSMH	Sanitary Sewer Manhole
ESMT	Easement	SSP	Stainless steel pipe
EW	Each way	STA	Station
EX	Existing	STD	Standard
EXP	Expansion	STL	Steel
EXT	Exterior	STRUCT	Structural
FG	Finish grade	SWR	Sewer
FIN	Finish	SY	Square yard
FID	Field	T	Ton, Tee Section
FLR	Floor	T&B	Top and Bottom
FND	Foundation	TBM	Temporary bench mark
FOC	Face of concrete or curb	TC	Top of curb
FOS	Face of steel or stud	TEL	Telephone
FT	Foot or Feet	TEN	Typical edge nailing
FTG	Footing	TG	Top grate
G	Gas	TOC	Top of concrete
GA	Gauge	TOS	Top of steel
GALV	Galvanized	TOW	Top of wall
GR	Grade Elevation	TP	Top of pavement
HIC	Handicapped	TR	Tread
HD	Holdown	TS	Top slab, structural steel tube
HORIZ	Horizontal	TYP	Typical, UNO
HP	High point	UG	Underground
HT	Height	UBC	Uniform Building Code
ID	Inside Diameter	UNO	Unless noted otherwise
INT	Interior	VC	Vertical curve
INV	Invert elevation	VERT	Vertical
IP	Iron pipe	VIF	Verify in field
IR	Inside radius	W	Water
JB	Junction box	W/	With
JP	Joint pole	W/O	Without
JT	Joint	WP	Weatherproof, work point
L	Angle	XFMR	Transformer
LB or #	Pound	XS	Extra Strong
LD	Load	XXS	Double Extra Strong

COUNTY OF SANTA CRUZ
 DEPARTMENT OF PUBLIC WORKS
 PROJECT PLANS FOR CONSTRUCTION ON
RIDER ROAD PM 0.07
STORM DAMAGE REPAIR
MARCH 2016 STORM EVENT

To be supplemented by Caltrans Standard Plans 2018
 and Revised Standard Plans 2018



DIST	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SCr	00000	0.07	1	11



CIVIL-STRUCTURAL ENGINEERING
 224 Walnut Ave, Suite B Santa Cruz, CA 95060
 Phone (831) 426-3186 www.m-me.com

LOCATION MAP

R Cahill
 Civil Design Engineer
 No. 67728
 Exp. _____
 CIVIL
 STATE OF CALIFORNIA

Phil Doody
 Structural Design Engineer
 No. 64009
 Exp. 9/30/22
 CIVIL
 STATE OF CALIFORNIA

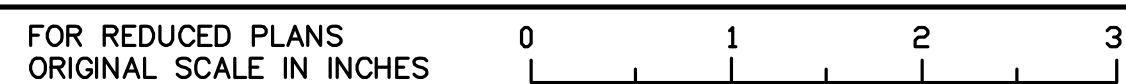
Assistant Director of Public Works
 Transportation Division

Director of Public Works

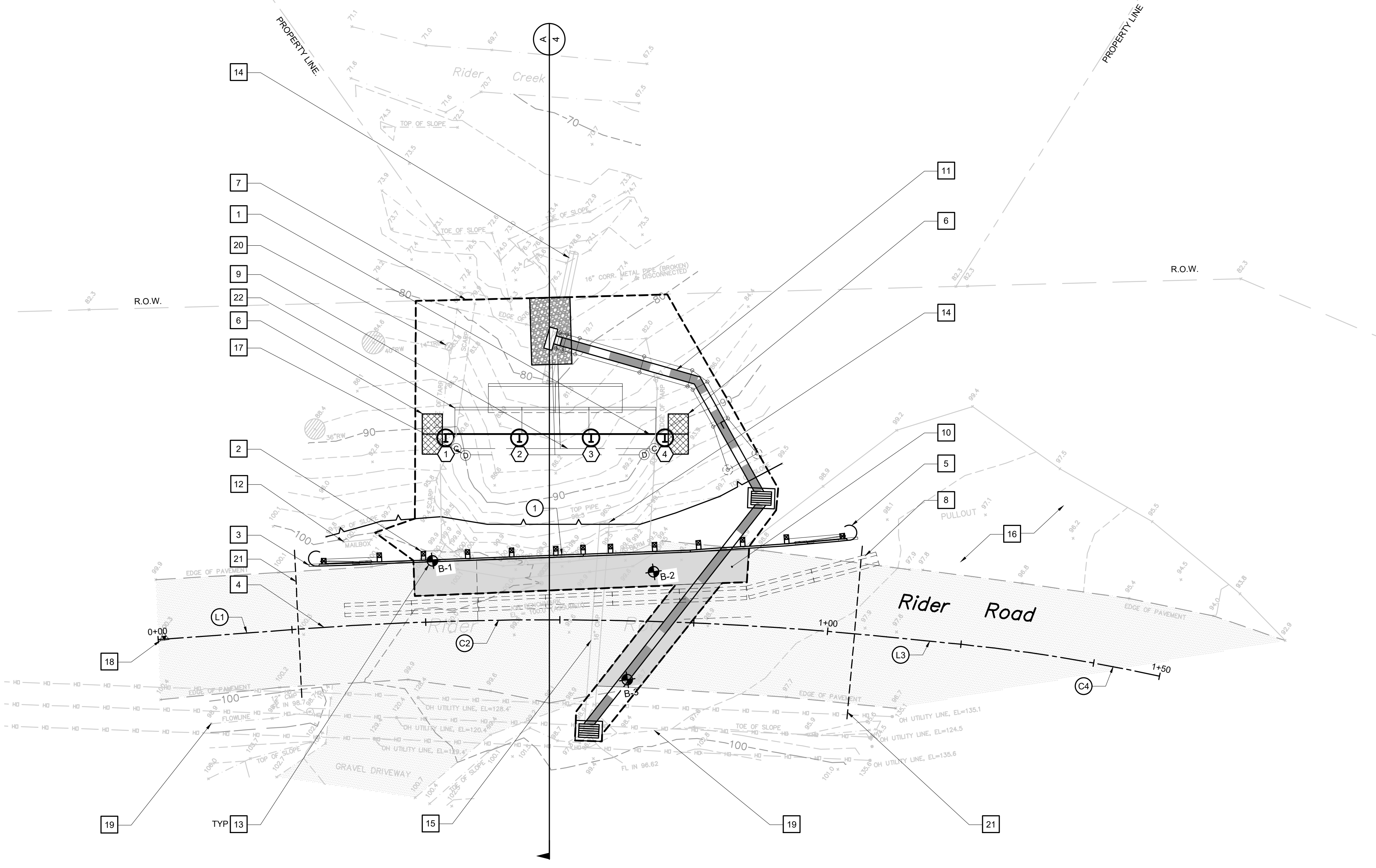
Chair, Board of Supervisors

Approved by Board of Supervisors

County Job No. 00000



RIDER ROAD PM 0.07 STORM DAMAGE REPAIR



SITE PLAN
SCALE: 1" = 10'

CONSTRUCTION ITEMS

- 1 CONSTRUCT (33 LF) STEEL SOLDIER PILE AND TIMBER LAGGING RETAINING WALL
- 2 CONSTRUCT (33 LF) MIDWEST GUARDRAIL SYSTEM (MGS) FROM STA 0+47.77 TO STA 0+79.77 ALIGNMENT "A". CONSTRUCT PER REVISED STANDARD PLAN A77L1, A77N3, A77N4, AND A77P2 LAYOUT 11E. INCLUDE DELINEATORS PER A77N4. INCLUDE VEGETATION CONTROL PER TYPICAL SHEET 4 AND STANDARD PLAN A77N5. NOTE: TERMINAL END SYSTEMS ARE 25' EACH, TOTAL LENGTH OF ASSEMBLY WITH BOTH ENDS IS 83'
- 3 CONSTRUCT (83 LF) HMA DIKE (TYPE C) PER STANDARD PLAN A87B, LAYOUT PER STANDARD PLAN A77N4
- 4 ALIGNMENT "A"
- 5 CONSTRUCT (2 EA) FLARED TERMINAL END SYSTEM PER RSP A77P2, TYPE 11E
- 6 INSTALL GABION BASKETS AT EACH END OF THE RETAINING WALL PER DETAIL 2/SHEET 9
- 7 LIMIT OF GRADING, TYP
- 8 TEMPORARY K RAIL
- 9 CONSTRUCT APPROXIMATELY (33 LF) BACK DRAIN, USE 4" PERFORATED SCHEDULE 40 PVC PIPE WITH CLEANOUTS AT PILES 1 AND 4. SEE GRADING AND DRAINAGE PLAN FOR OUTLET DETAILS
- 10 REPLACE HMA PAVEMENT SECTION FROM STA 0+38.51 TO 0+88.52. REMOVE EXISTING HMA WITHIN LIMITS AND REPLACE WITH 3" HMA OVER 9" CLASS 2 AGGREGATE BASE.
- 11 18" DRAINAGE SYSTEM, SEE GRADING AND DRAINAGE PLAN, SHEET 7
- 12 MAILBOXES, PROTECT IN PLACE
- 13 GEOTECHNICAL INVESTIGATION BORING
- 14 REMOVE ABOVE GRADE PORTION OF EXISTING CMP
- 15 ABANDON IN PLACE BELOW GRADE PORTION OF EXISTING CMP, GROUT WITH CONTROLLED LOW STRENGTH MATERIAL
- 16 STAGING AREA
- 17 CONSTRUCT CONCRETE V-DITCH PER DETAIL 4/SHEET 9 AND CONNECTING 4" SCHEDULE 40 PVC SURFACE DRAIN SYSTEM PER DETAIL 4 ON SHEET 9. SEE GRADING AND DRAINAGE PLAN FOR OUTLET DETAILS
- 18 SURVEY CONTROL POINT 2008
- 19 REESTABLISH ROADSIDE DITCH 30 LF ON BOTH SIDES OF DRIVEWAY
- 20 14" MAPLE TREE TO BE REMOVED
- 21 APPROXIMATE LIMIT OF 2" FULL WIDTH HMA (TYPE A) OVERLAY
- 22 BIOD-BLOCKS PER DETAIL 7 / SHEET 9

GENERAL CONSTRUCTION NOTES

1. THE WORK HEREIN SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND PLANS DATED 2015 OF THE STATE OF CALIFORNIA AND THE COUNTY OF SANTA CRUZ DESIGN CRITERIA AS THEY MAY APPLY TO THE CONTRACT PLANS AND SPECIAL PROVISIONS. REFER TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS FOR THE STRUCTURE BACKFILL REQUIREMENTS FOR THE SOLDIER PILE RETAINING WALL.
2. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE APPROVED BY SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS.
3. THE CONTRACTOR SHALL POSSESS A CLASS "A" CONTRACTORS LICENSE AT THE TIME THE CONTRACT FOR THIS PROJECT IS AWARDED.
4. ALL PAVEMENT STRIPING SHALL BE DONE BY CONTRACTOR.
5. DIMENSIONS OF THE STRUCTURAL ITEMS ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS AND THE MANUFACTURER(S) RECOMMENDATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO PRIVATE PROPERTY AND ANY UTILITIES ALONG RIDER ROAD. THE EXACT LOCATIONS OF EXISTING UTILITIES IS NOT KNOWN. PLEASE CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 800-227-2600 OR 8-1-1 BEFORE DIGGING.
7. THE CONTRACTOR IS REFERRED TO THE GEOTECHNICAL REPORT BY BUTANO GEOTECHNICAL ENGINEERING, INC. DATED JULY 2018 ON FILE AT THE PUBLIC WORKS DEPARTMENT.
8. ALL CLEARING, GRADING AND EROSION CONTROL MEASURES SHALL BE COMPLETED NO LATER THAN OCTOBER 15.
9. THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
10. LIMITS OF PAVEMENT REPLACEMENT AND REPAIR SHALL BE AS NECESSARY TO RESTORE THE ROAD SURFACE TO PRE-CONSTRUCTION CONDITION. PAVEMENT DAMAGE CAUSED BY THE CONTRACTOR OUTSIDE THE LIMITS SHOWN ON THESE PLANS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. FINAL LIMITS AND GRADES SHALL BE DETERMINED BY THE ENGINEER.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE TO REVIEW THE WORK AND ACCESS LIMITATIONS, VERIFY CONDITIONS, AND UNDERSTAND THE PROJECT BEFORE SUBMITTING A BID FOR THE WORK.
12. THE EASTBOUND TRAVEL LANE OF RIDER ROAD SHALL BE KEPT OPEN TO TRAFFIC FOR THE DURATION OF THE CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS TO ACCOMPLISH THE WORK. COORDINATION WITH THE SANTA CRUZ COUNTY TRAFFIC ENGINEER IS MANDATORY.

SURVEY NOTES

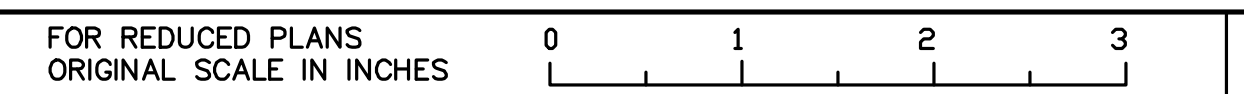
1. TOPOGRAPHIC SURVEY BY EDMUNDSON & ASSOCIATES LAND SURVEYING, DATED JULY 10, 2018.
2. THE BASIS OF BEARINGS IS PT. 10.049 TO PT. 10.047 = S 86°05'49" E, 75.96' (FIELD) S 89°44'30" E, 75.96' RECORD AS PER 59-M-17). THE RECORD HAS BEEN ROTATED CLOCKWISE 3°38'41" TO MATCH THE TOPO.
3. THE ELEVATIONS SHOWN ON THIS SURVEY ARE ON AN ASSUMED DATUM. THE SITE BENCHMARK IS A SET MAG NAIL (PT. 1000), BENCHMARK ELEVATION = 100' (ASSUMED DATUM).
4. NOTE: THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES ARE SHOWN FOR ORIENTATION ONLY AND ARE BASED ON RECORDED DATA. THEY MAY BE DISCOVERED TO BE DIFFERENT, SUBJECT TO THE RESULTS OF A COMPLETE BOUNDARY SURVEY.

NORTHING	EASTING	CONTROL POINT
-	-	2008


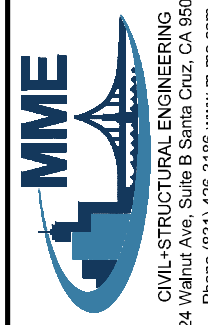
MGS SEGMENT DATA			
SEGMENT	LENGTH (FT)	BEARING	RADIUS (FT)
1	32.00	S 84°01'35.20" E	-

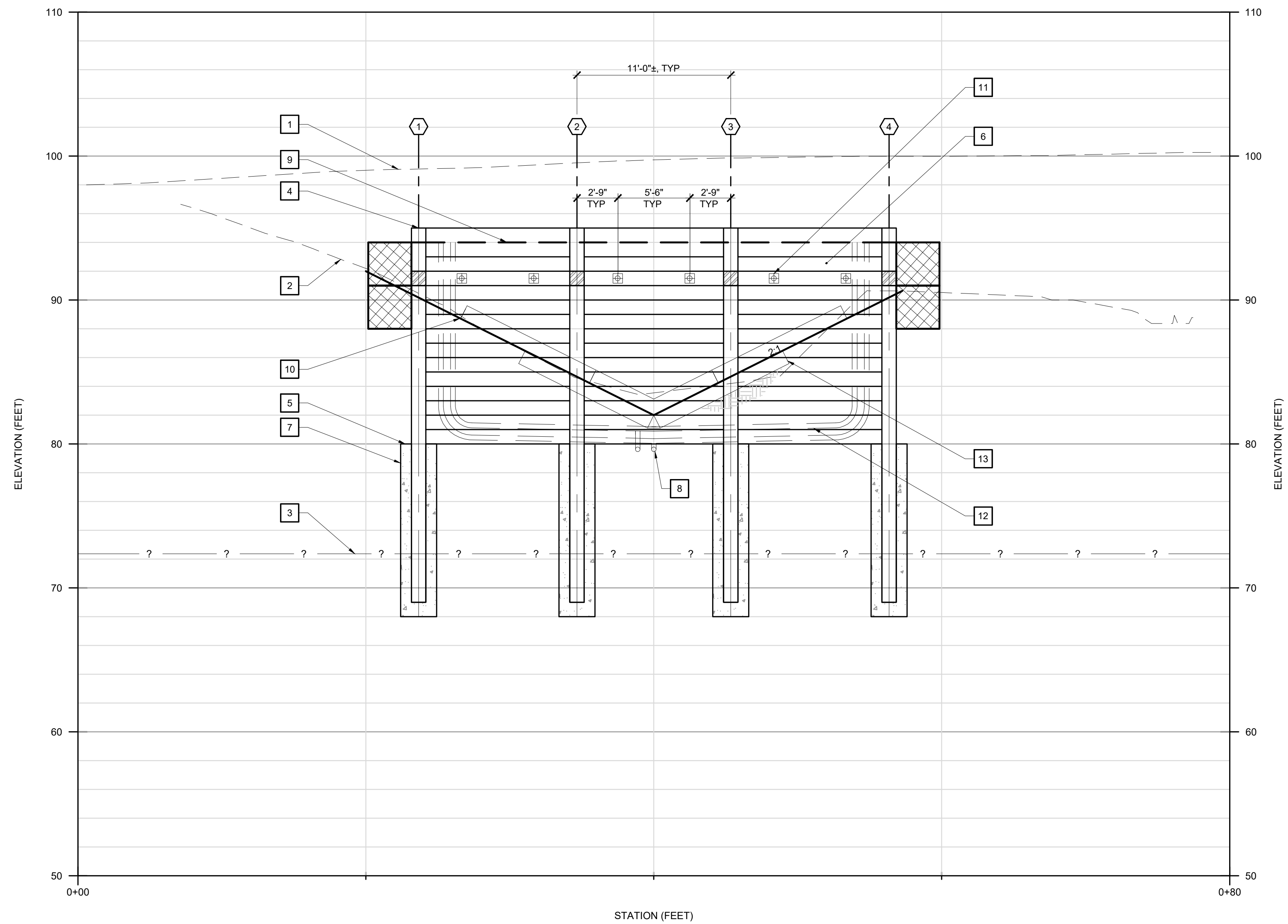
PILE LOCATION COORDINATES		
PILE NUMBER	STATION	OFFSET
1	0+43.79	27.36'
2	0+54.22	27.16'
3	0+64.35	27.17'
4	0+74.78	27.42'

ALIGNMENT "A"						
CONTROL LINE SEGMENT	BEGIN STA	END STA	RADIUS (FT)	LENGTH (FT)	BEARING	
L1	0+0.00	0+21.106	-	21.11	S 86°06'08.99" E	
C2	0+21.11	1+08.83	500	87.72	-	
L3	1+08.83	1+20.04	-	11.21	S 76°03'00.69" E	
C4	1+20.04	1+50.00	254.52	29.96	-	
SURVEY TIE (FROM CONTROL POINT 2008)					0.94	S 77°53'00.75" W



PLAN
DRAWING NAME: 2 PLAN

BY	RTC	REVISION	PER WATER BOARD	DATE	8/24/2021
					
PROJECT ENGINEER					
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS RIDER ROAD PM 0.07 STORM DAMAGE REPAIR PROJECT					
DRAWN: AH					
CHECKED: RTC					
DATE: 4/20/2021					
SCALE: 1"=10'					
JOB NO.: 18120					
SHEET					
2 OF 9					



WALL PROFILE

SCALE: 1" = 5'

WALL DATA

PILE	PILE NUMBER	①	②	③	④
	TOP OF PILE ELEV (FT)	95.00	95.00	95.00	95.00
PILE LENGTH (FT)	26.00	26.00	26.00	26.00	
PILE SHAPE	W16x77	W16x77	W16x77	W16x77	
TIEBACK	TIEBACK ELEVATION (FT)	92.00	92.00	92.00	92.00
	MINIMUM BAR DIAMETER** (IN)	1 1/4	1 1/4	1 1/4	1 1/4
	MINIMUM UNBONDED LENGTH (FT)	15	15	15	15
	ESTIMATED* BONDED LENGTH 6" DIAMETER GROUT (FT)	55	55	55	55
	ESTIMATED* BONDED LENGTH 8" DIAMETER GROUT (FT)	41	41	41	41
	DESIGN TENSION (KIPS)	51	51	51	51
	FACTORED TEST LOAD (TENSION, KIPS)(FTL)	57	57	57	57
PIER	WALER	(2) C15x50	(2) C15x50	(2) C15x50	(2) C15x50
	LAGGING HEIGHT (FT)	15	15	15	15
	PIER DIAMETER (IN)	30	30	30	30
	TOP OF CIDH ELEVATION (FT)	82.00	80.00	80.00	82.00
	PIER TIP ELEVATION (FT)	69.00	69.00	69.00	69.00

* THE ABOVE SPECIFIED TIEBACK BONDED LENGTHS HAVE BEEN CALCULATED BASED ON A WORKING SHAFT SKIN FRICTION OF 600 PSF WITHIN PURISIMA SANDSTONE BEDROCK AND ARE THE ESTIMATED MINIMUM LENGTHS. ACTUAL BONDED LENGTHS WILL BE BASED ON PULL-OUT TEST RESULTS AT THE SITE DURING INSTALLATION. LOCKOFF TENSION SHALL BE A MINIMUM 60% OF THE DESIGN TENSION. MAXIMUM ALLOWABLE VERTICAL AND HORIZONTAL TIEROD DEFLECTION SHALL BE < 2.5" FROM THE DESIGN ALIGNMENT OF THE TIEBACK TO FACE OF WALL. UNDER TIEBACK TESTING, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR DETERMINING THE BONDED ZONE AND REQUIRED BONDED LENGTH. THE COUNTY DESIGN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE AND BE ON SITE DURING TIEBACK PERFORMANCE TESTING.
 ** AS DETERMINED BY INSTALLER / MANUFACTURER

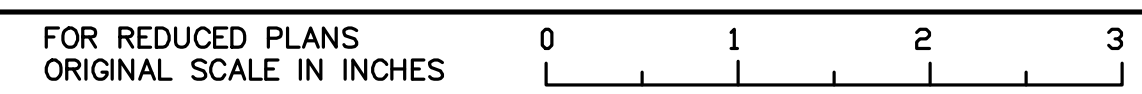
SHEET NOTES

- EXISTING GRADE AT ROAD CENTERLINE
- EXISTING GRADE AT FACE OF WALL
- APPROXIMATE TOP OF BEDROCK AT FACE OF WALL PER GEOTECHNICAL INVESTIGATION TO BE VERIFIED BY GEOTECHNICAL ENGINEER DURING DRILLING
- TOP OF PILE, TYP
- TOP OF CIDH, TYP
- CONCRETE LAGGING, TYP
- CONCRETE PIER, TYP
- WALL BACKDRAIN
- FINISHED GRADE AT TOW
- FINISHED GRADE AT BOTTOM OF WALL
- GROUND ANCHORS AND WALER
- SURFACE DRAIN SYSTEM, DETAIL 4 / SHEET 9
- BIOD-BLOCK

GENERAL DESIGN NOTES

RETAINING WALL SOIL PARAMETERS:
 AT REST PRESSURE: $P_r = 61 \times H$ psf/ft,
 PASSIVE PRESSURE: $P_p = 390$ psf/ft
 LIVE LOAD SURCHARGE: LL = N/A
 SEISMIC LOADING: $28H^2$ (ultimate) lbs. acting at 0.5H (uniform pressure) (seismic loading is non-concurrent with live load)

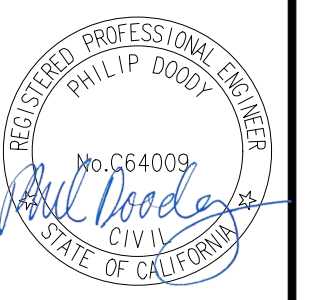
CONCRETE $F'_c = 4,000$ psi
 CONCRETE (BACKFILL) $F'_c = 3,000$ psi
 STRUCTURAL STEEL SHAPES $F_y = 50,000$ psi
 STRUCTURAL STEEL PLATES $F_y = 36,000$ psi
 TIE-BACKS (BAR) $F_y = 150,000$ psi
 TIE-BACKS (STRAND) 270 KSI LOW RELAXATION STRAND



WALL PROFILE

DRAWING NAME: 3 PROFILE

DATE	REVISION	BY
8/24/2021	PER WATER BOARD	RTC

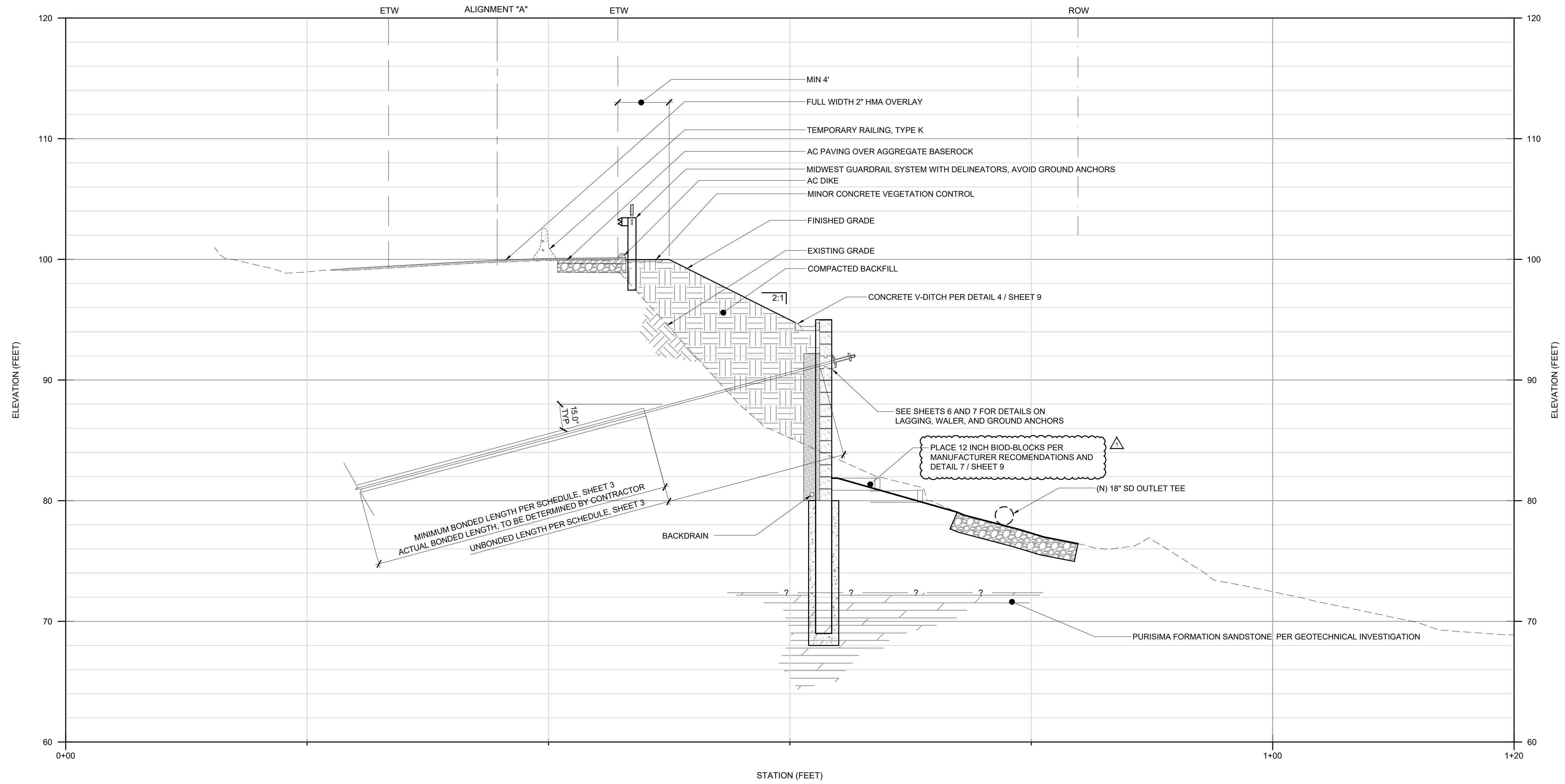


MME
 PROJECT ENGINEER
 1515 W. 14th Ave., Suite 100, San Mateo, CA 94401
 Phone (650) 425-1188 www.mme.com

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
RIDER ROAD PM 0.07
STORM DAMAGE REPAIR PROJECT

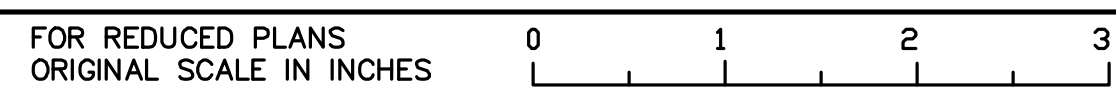
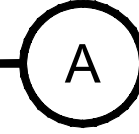
DRAWN: AH
 CHECKED: RC
 DATE: 4/20/2021
 SCALE: 1"=5'
 JOB NO.: 18120

SHEET
3 OF **9**



TYPICAL SECTION

SCALE: 1" = 5'



TYPICAL SECTION

DRAWING NAME: 4 TYP SECTION

DATE	REVISION	BY
8/24/2021	PER WATER BOARD	RTC



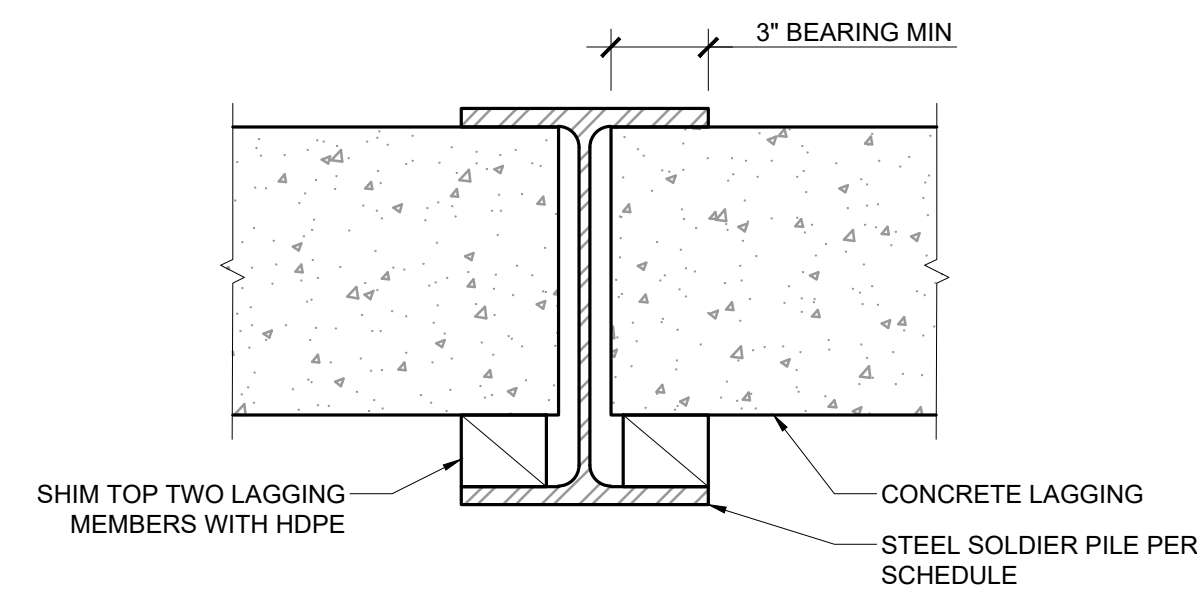
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1415 W. 14th St.
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Phone (650) 425-1198 www.mme.com

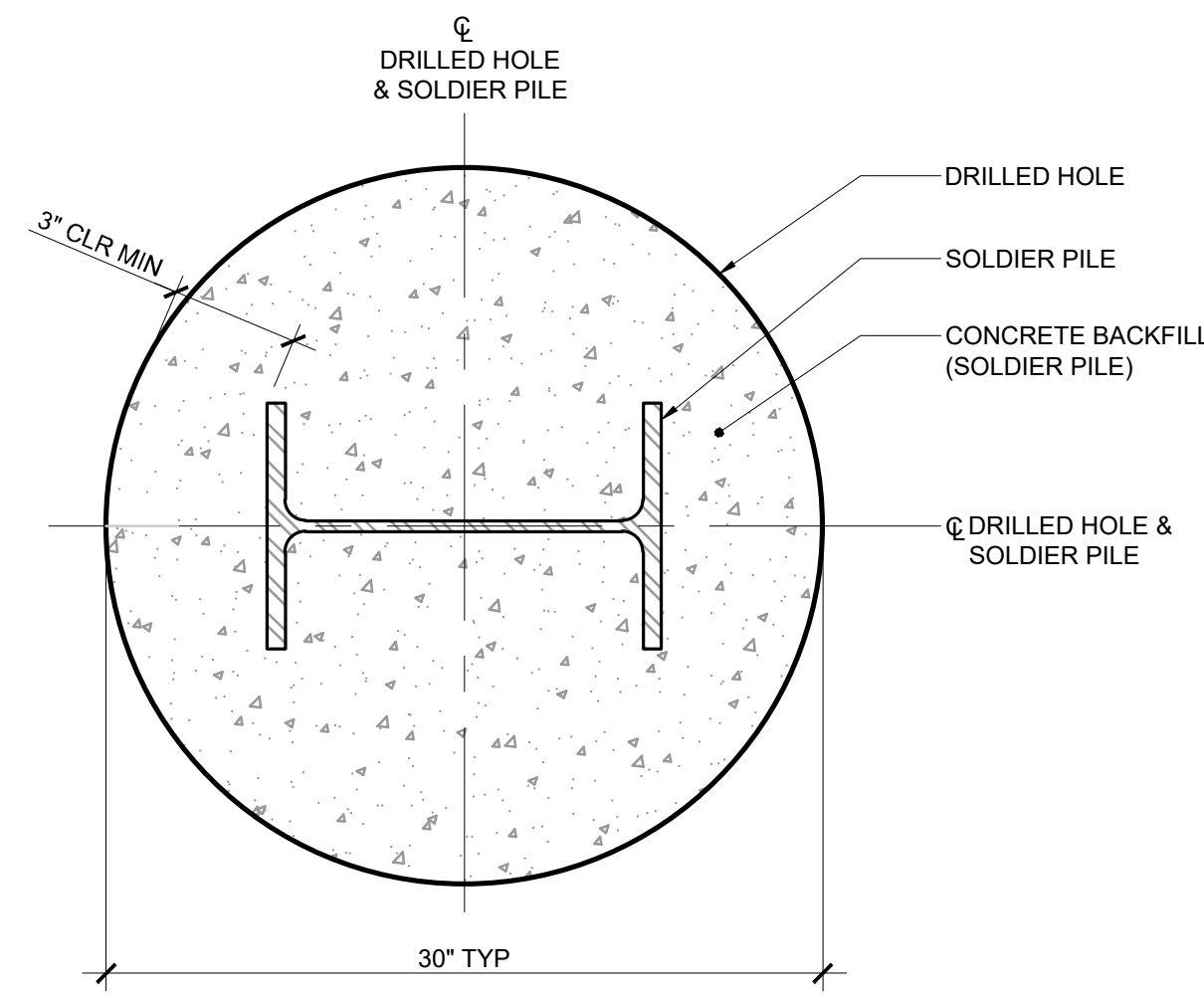
COUNTY OF SANTA CRUZ – DEPARTMENT OF PUBLIC WORKS
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STORM DAMAGE REPAIR PROJECT

DRAWN: AH
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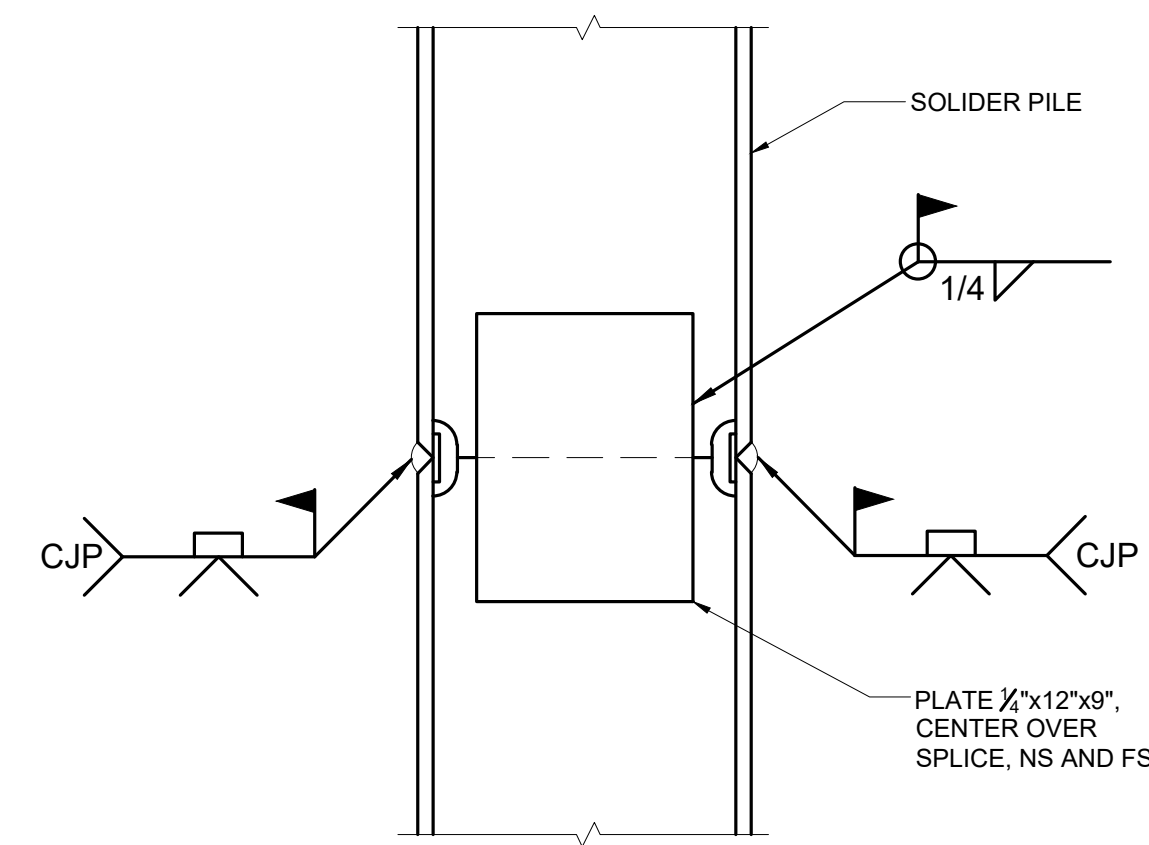
SHEET
4 OF 9



LAGGING DETAIL
SCALE: 1 1/2" = 1'-0"
4

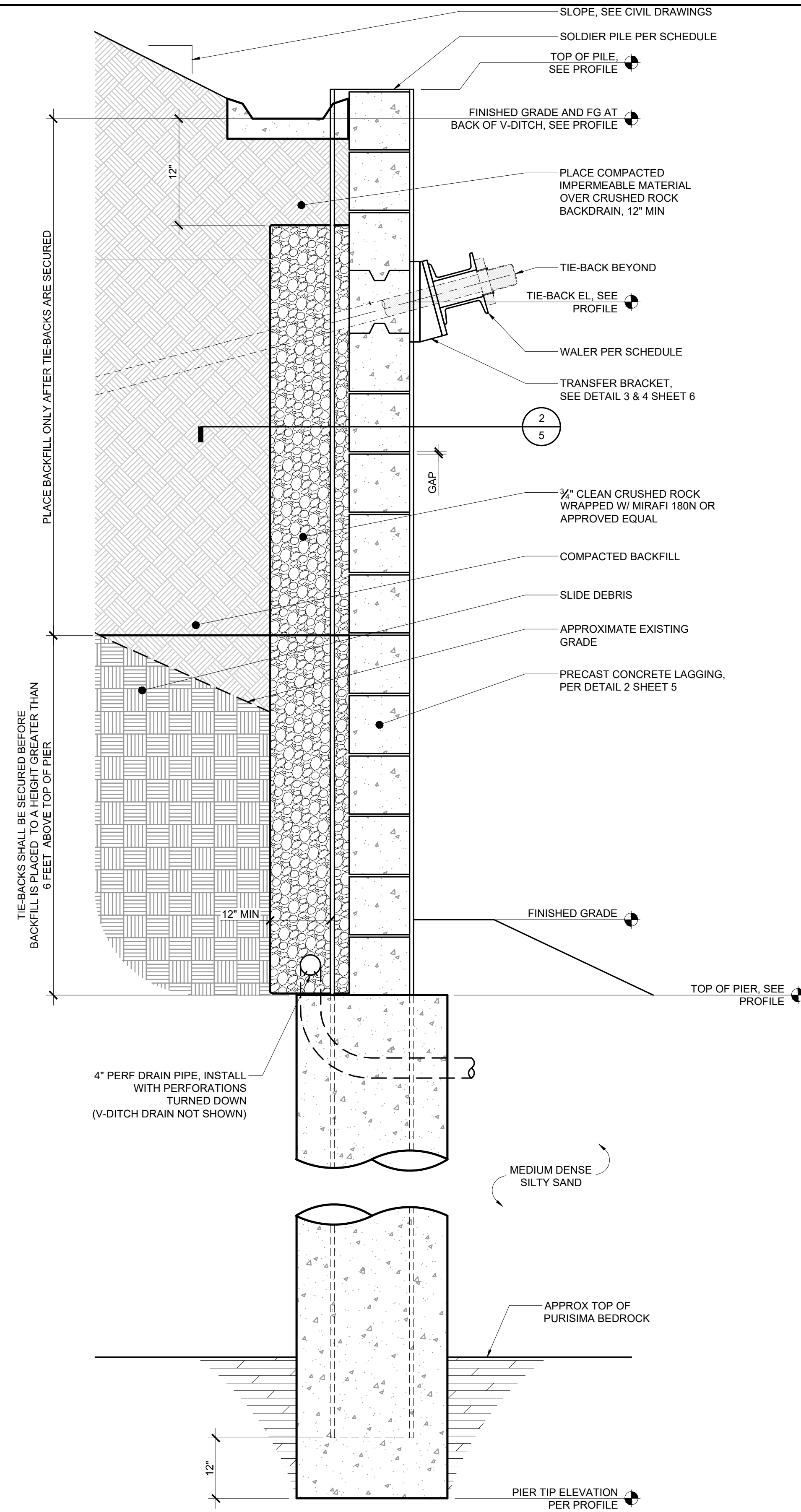


DRILLED HOLE / SOLDIER PILE
SCALE: 1 1/2" = 1'-0"
5

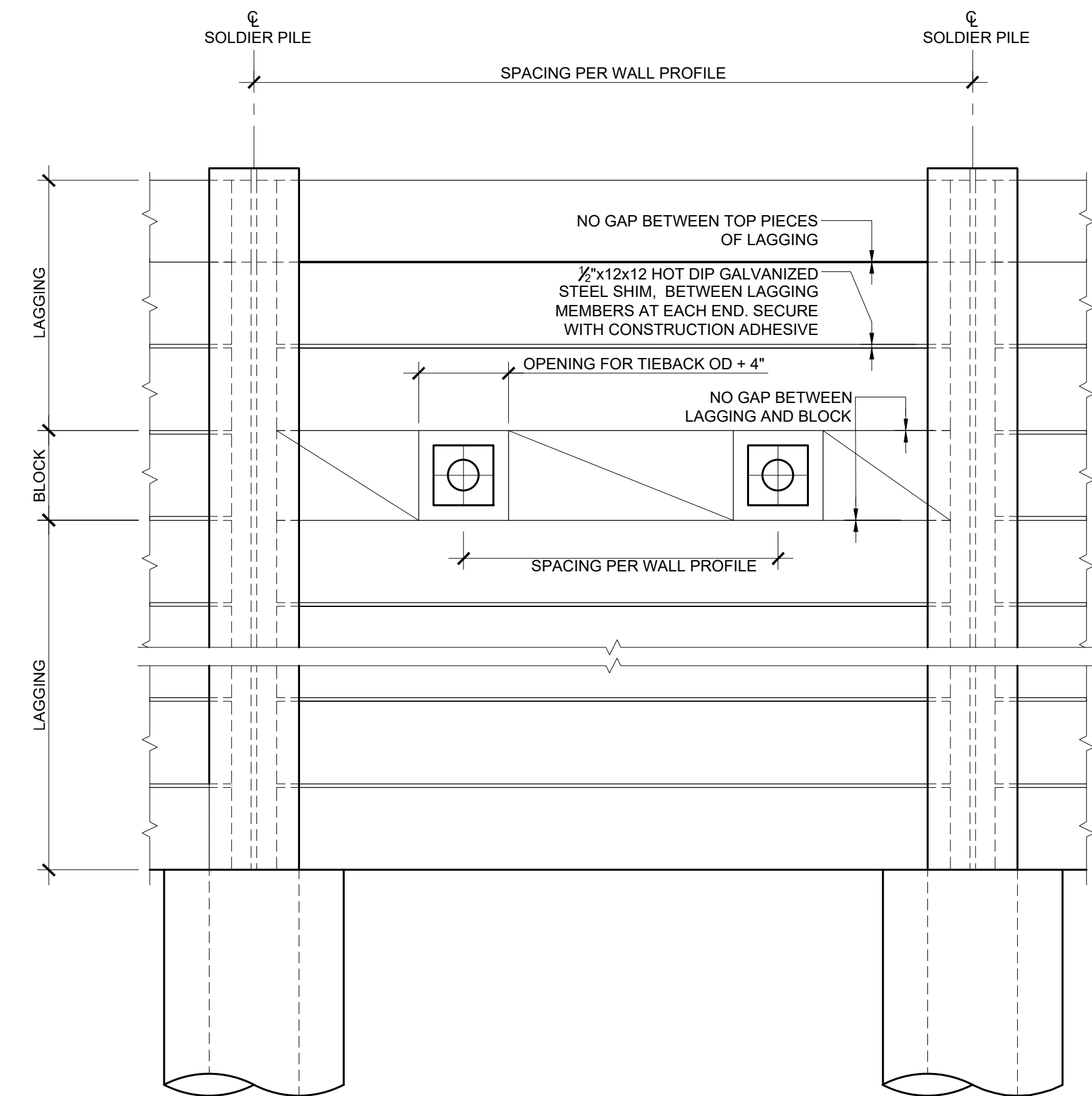


NOTE: LOCATIONS OF FIELD SPLICES, IF REQUIRED, SHALL BE DETAILED ON THE STEEL SHOP DRAWINGS AND SUBJECT TO APPROVAL BY ENGINEER

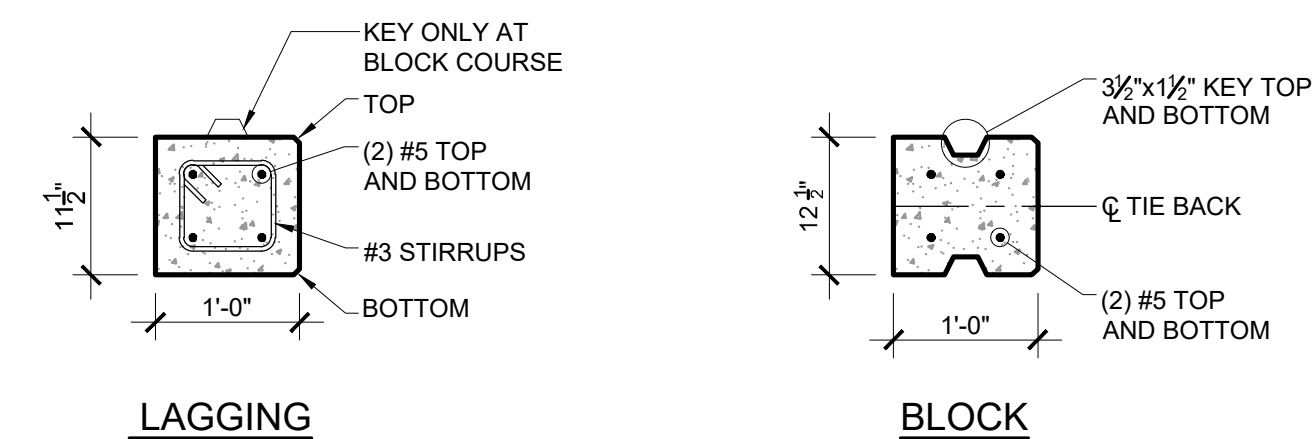
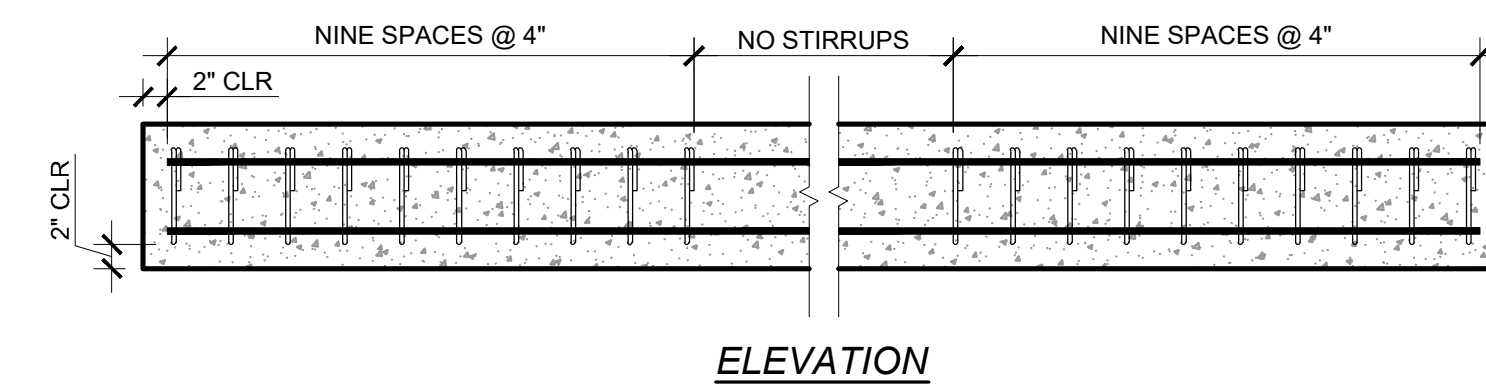
PILE WELDING DET - BUTT JOINT
SCALE: NTS
6



RETAINING WALL SECTION
SCALE: NOT TO SCALE
3

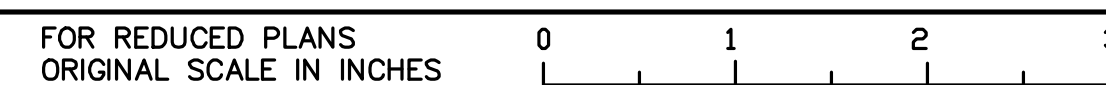


SCHEMATIC LAGGING ELEV
SCALE: 3/4" = 1'-0"
1

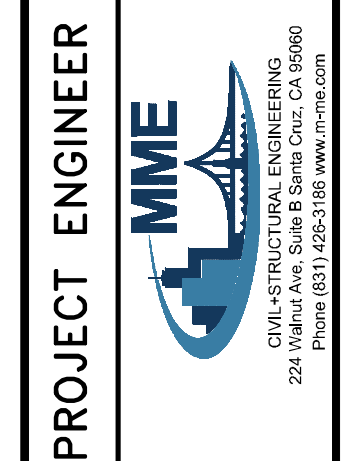
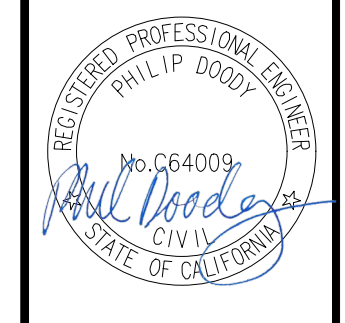


- NOTES:**
- LAGGING IMMEDIATELY ABOVE AND BELOW BLOCK COURSE SHALL HAVE MATCHING MALE KEY TO FIT FEMALE KEY IN BLOCK.
 - PROVIDE 1/4" CHAMFER ON EXTERIOR EDGES OF LAGGING AND BLOCKS.
 - CONCRETE LAGGING SHALL BE CONSTRUCTED OF CONCRETE WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 psi.

PRECAST CONCRETE LAGGING
SCALE: 3/4" = 1'-0"
2



DATE	REVISION	BY
8/24/2021	PER WATER BOARD	RTC

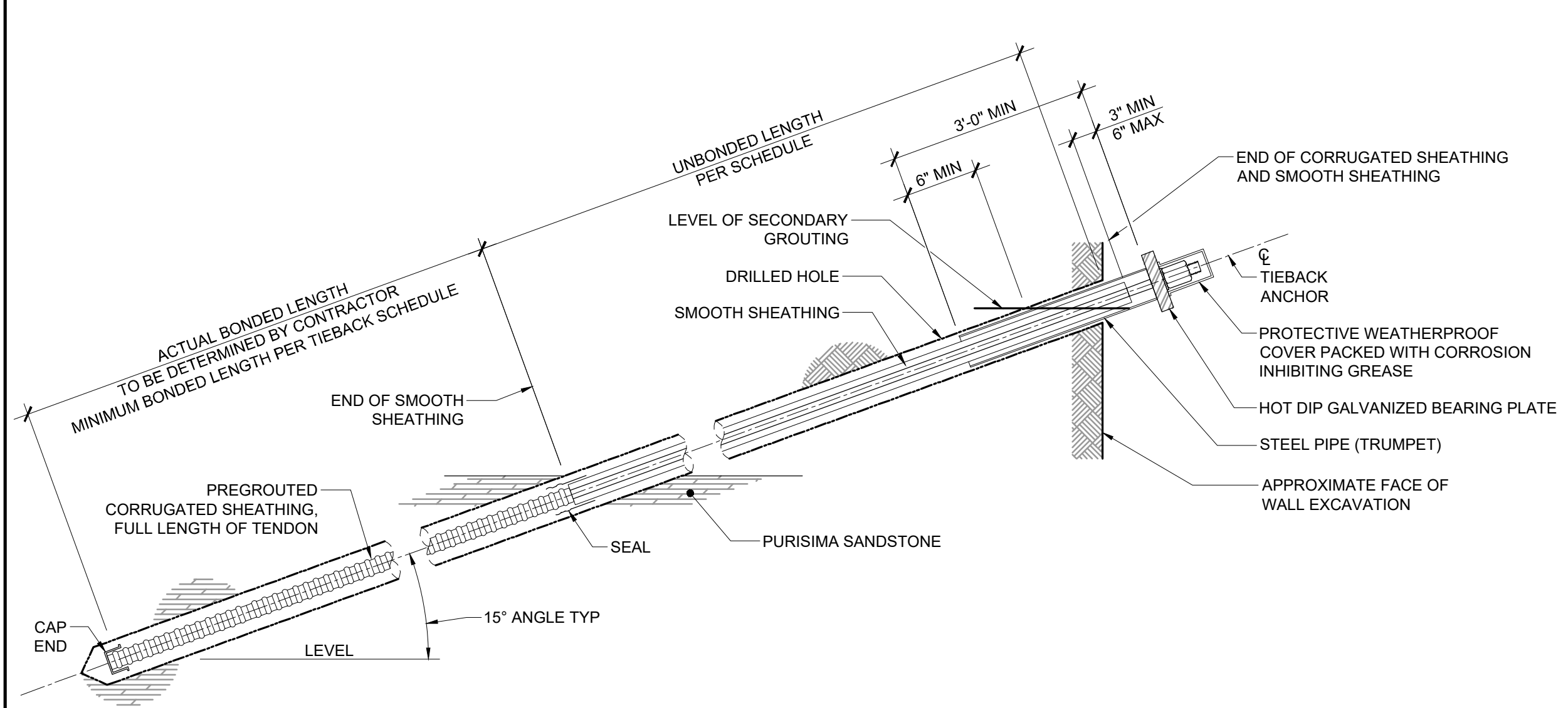


COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**RIDER ROAD PM 0.07
STORM DAMAGE REPAIR PROJECT**

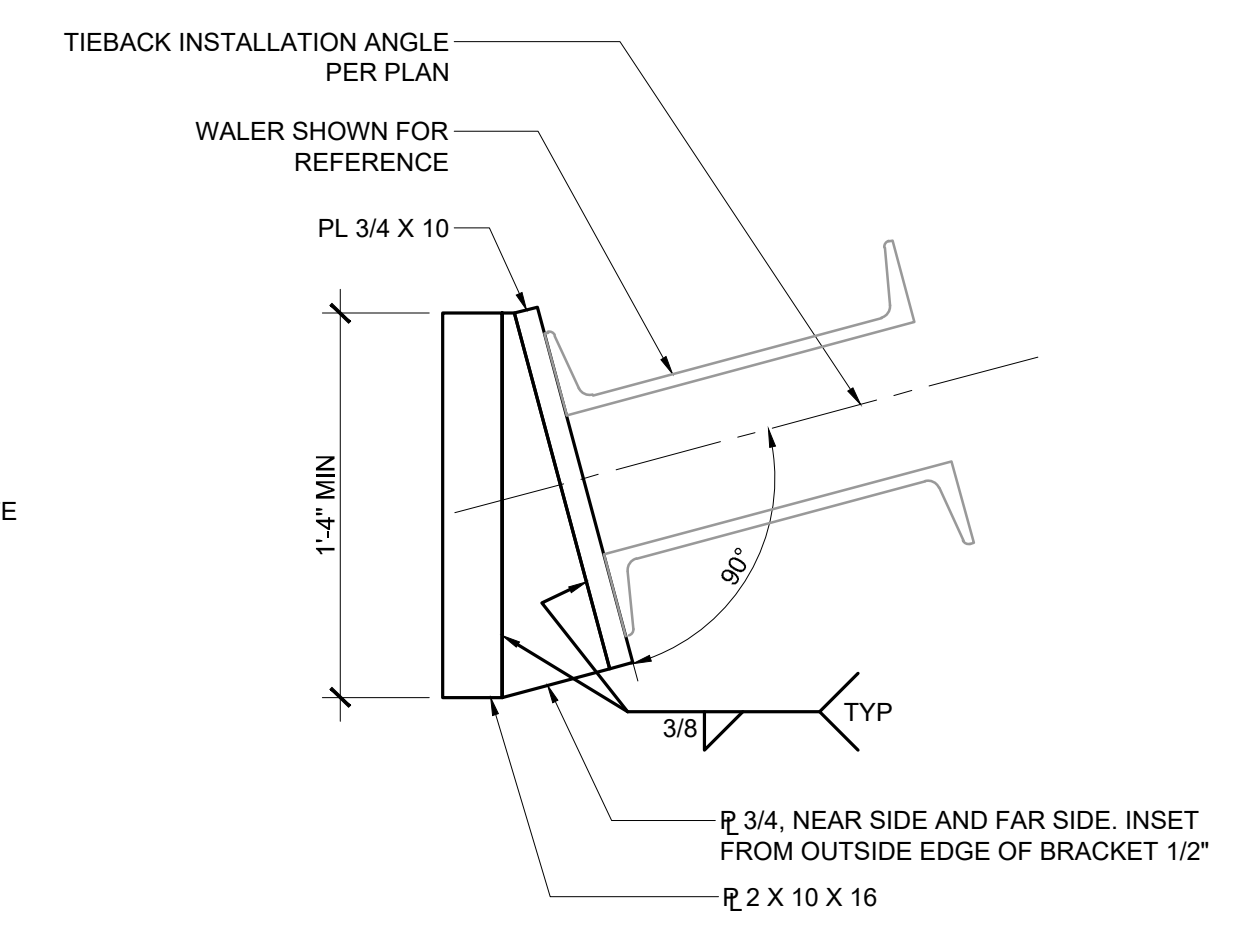
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CHECKED: PD
DATE: 4/20/2021
SCALE: NA
JOB NO.: 18120

SHEET
5 of 9

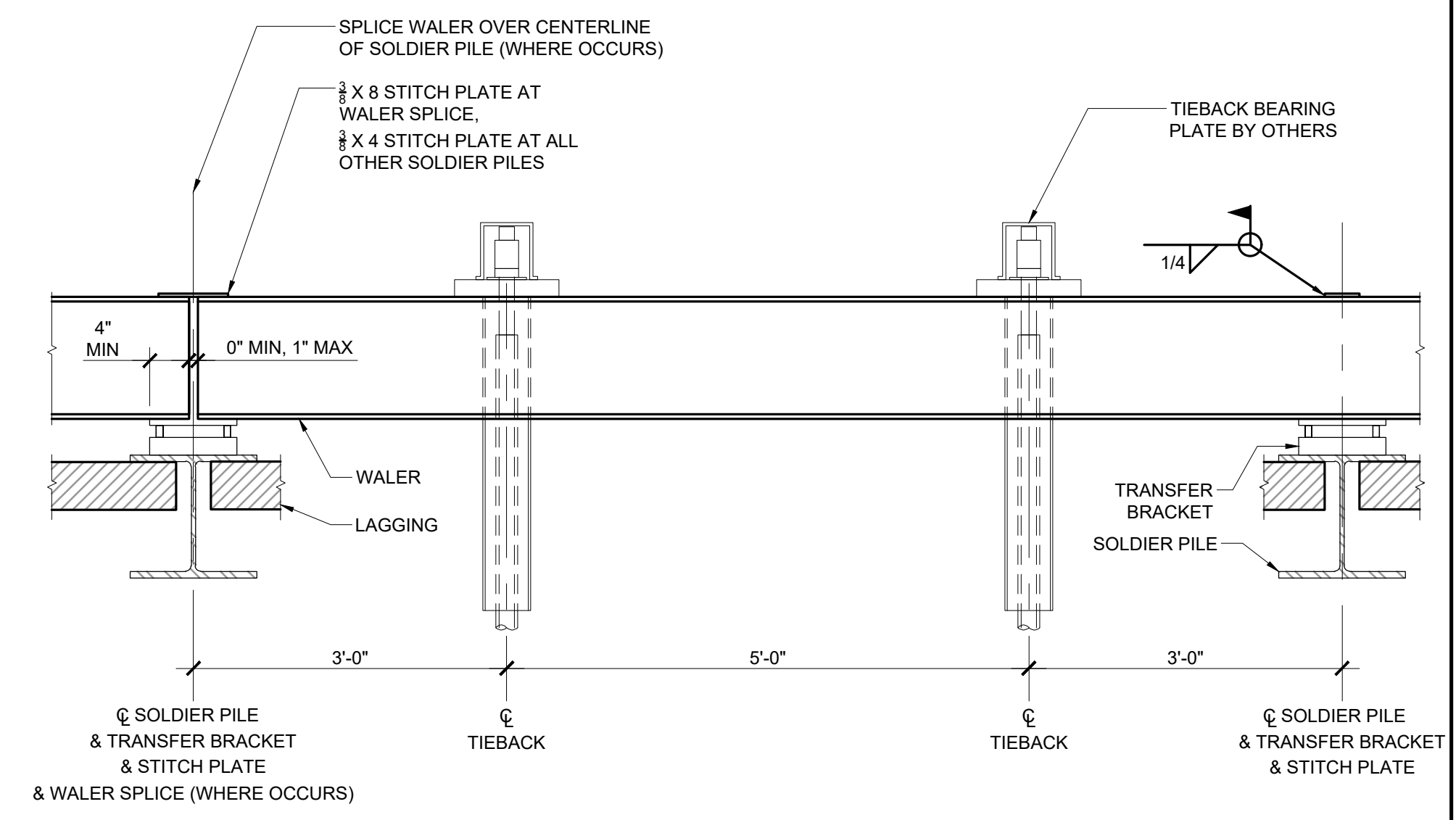
DRAWING NAME: 5 STRUCT. DETAILS



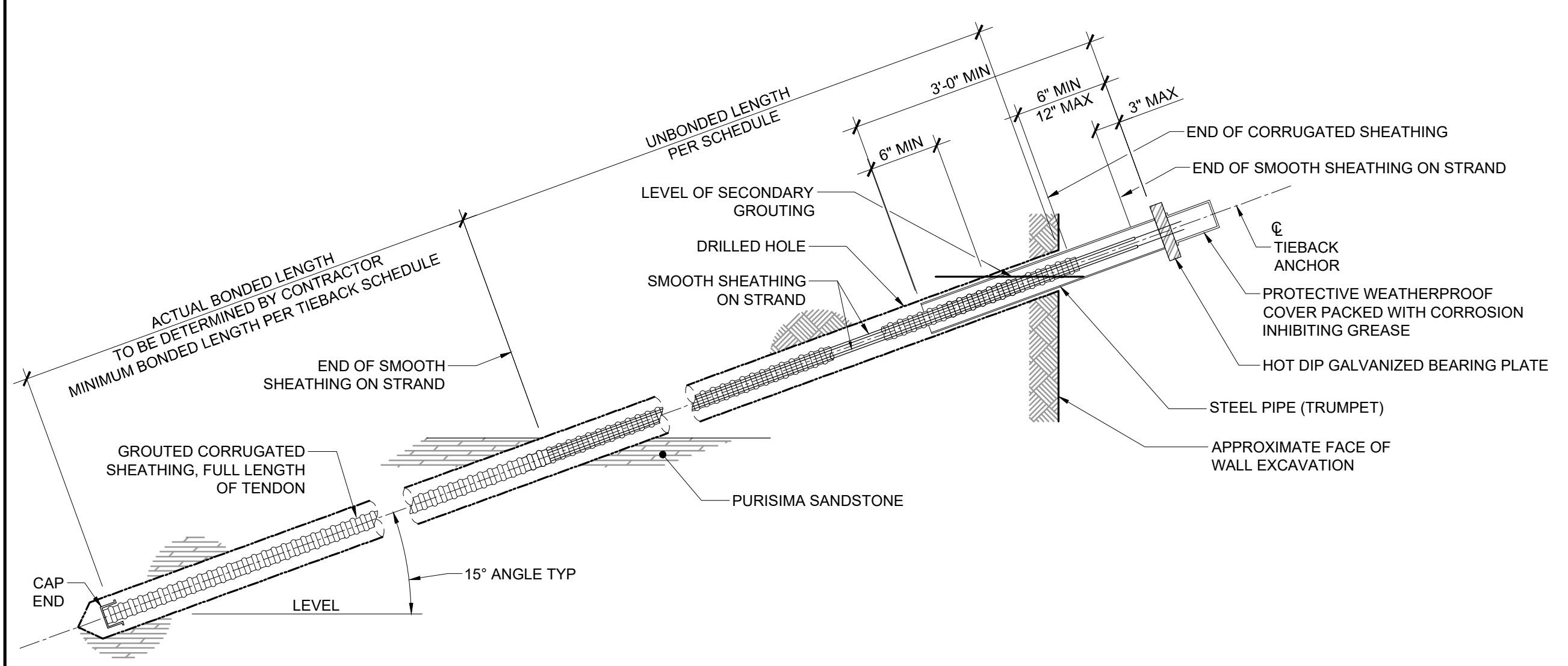
TIEBACK DETAIL (BAR)
SCALE: 1/2" = 1'-0" 5



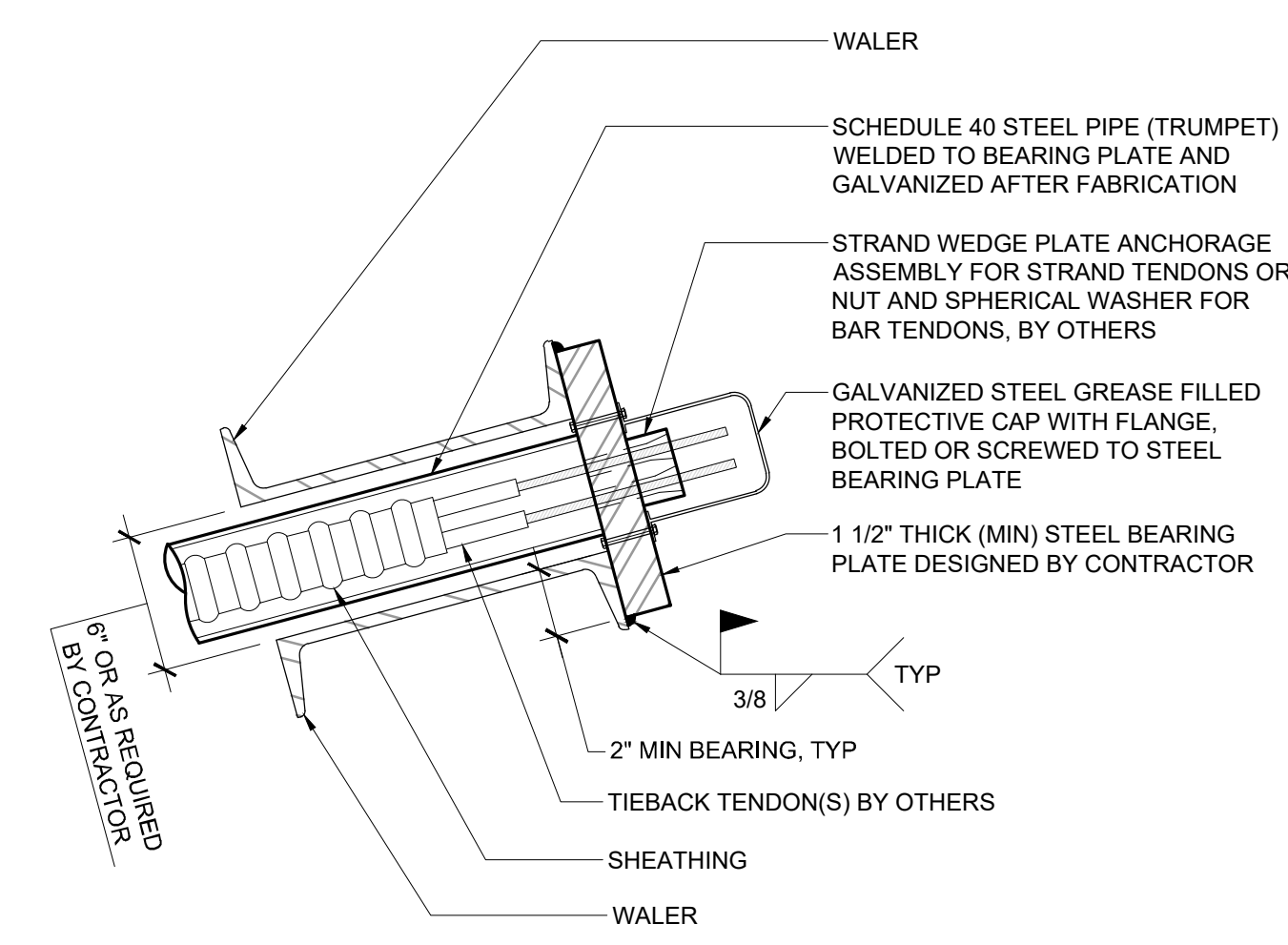
TRANSFER BRACKET
SCALE: 1 1/2" = 1'-0" 3



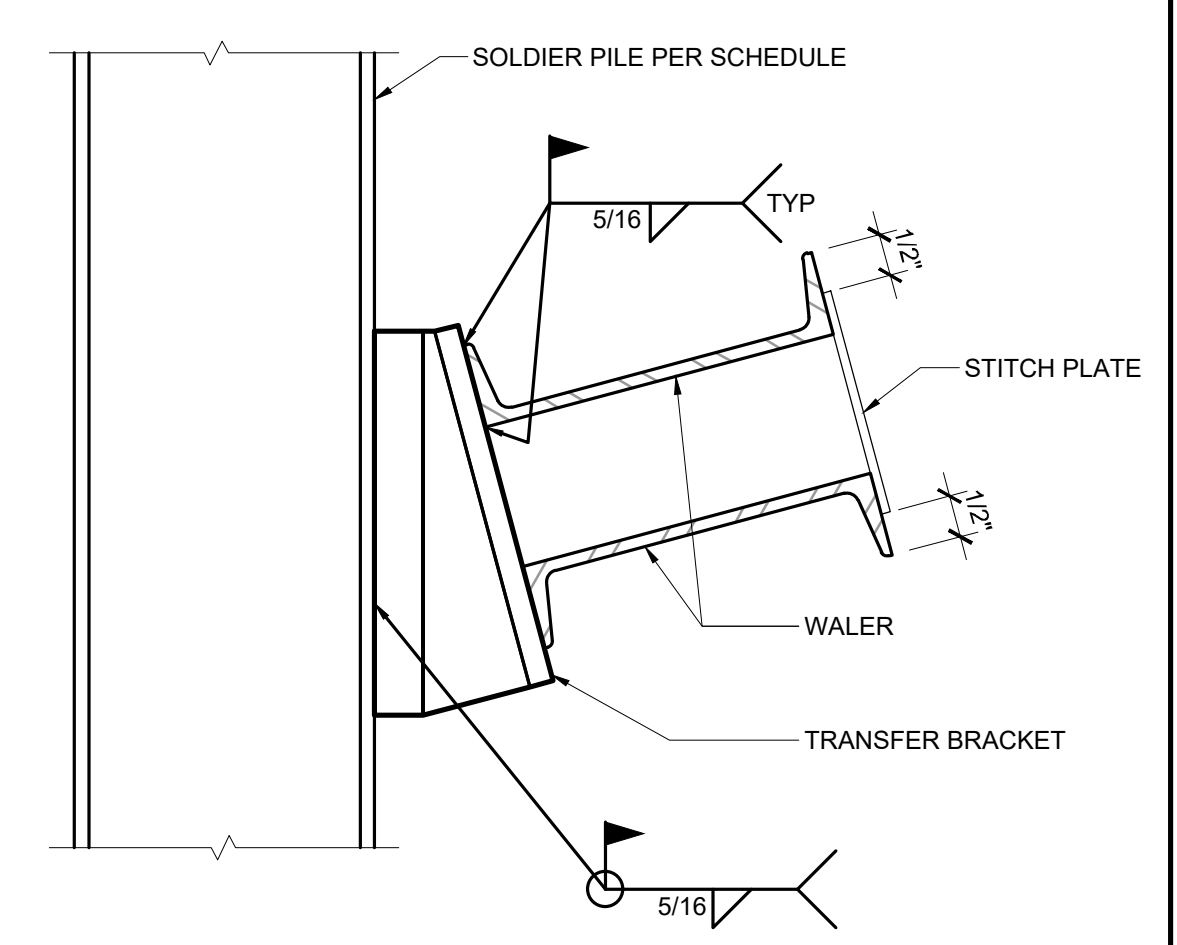
WALER DETAIL (PLAN VIEW)
SCALE: 3/4" = 1'-0" 1



TIEBACK DETAIL (STRAND)
SCALE: 1/2" = 1'-0" 6



TIEBACK CONNECTION
SCALE: 1 1/2" = 1'-0" 4



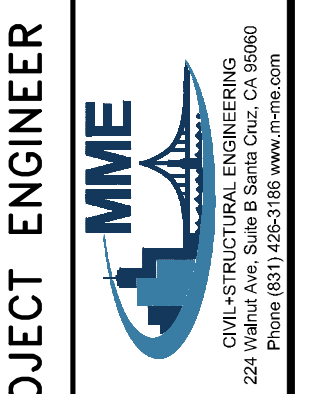
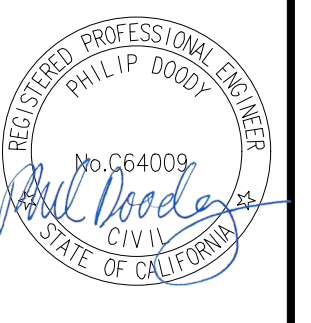
WALER CONNECTION
SCALE: 1 1/2" = 1'-0" 2

DETAILS

FOR REDUCED PLANS ORIGINAL SCALE IN INCHES

DRAWING NAME: 6 STRUCT. DETAILS

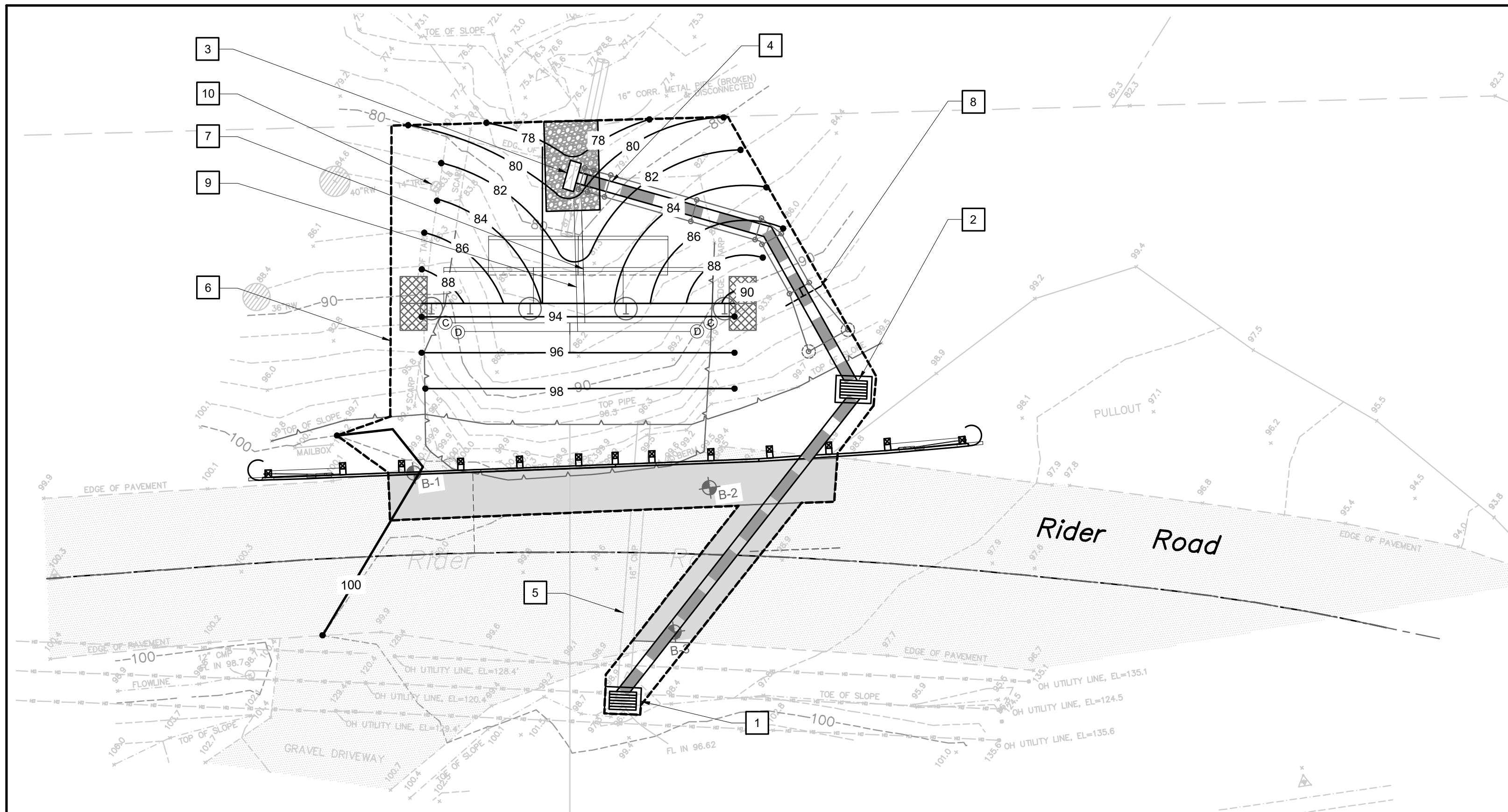
DATE	REVISION	BY
6/24/2021	PER WATER BOARD	RTC



COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**RIDER ROAD PM 0.07
STORM DAMAGE REPAIR PROJECT**

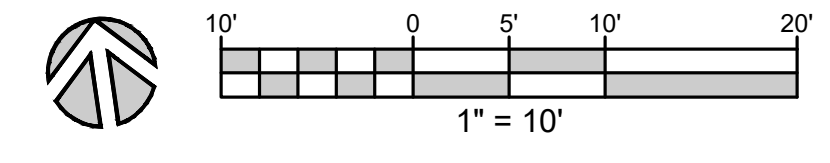
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DATE: 4/20/2021
SCALE: 1"=5'
JOB NO.: 18120

SHEET
6 OF **9**

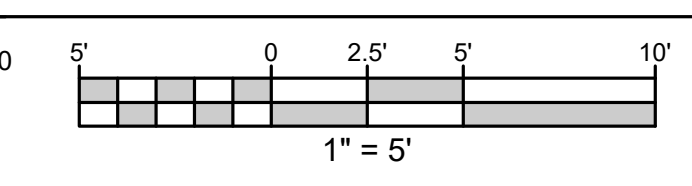
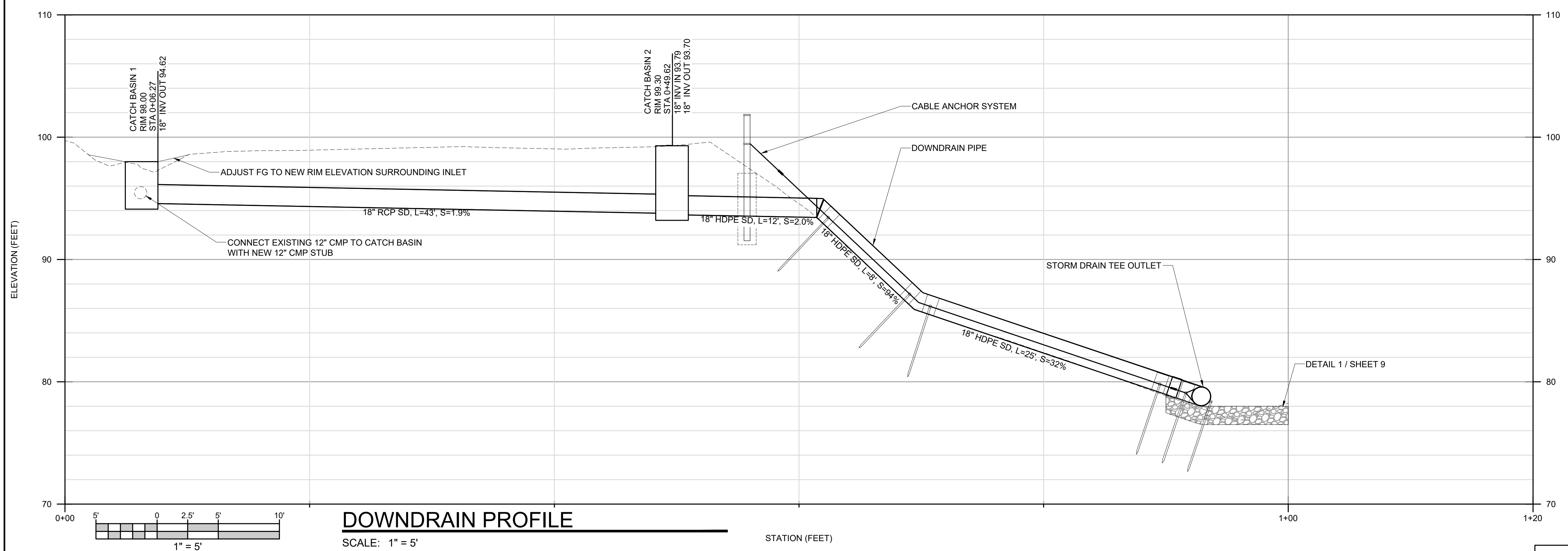


CONSTRUCTION ITEMS

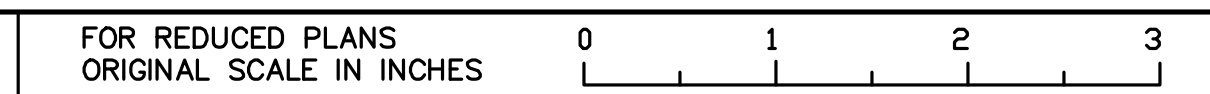
- 1 CATCH BASIN 1, TYPE G0 DRAINAGE INLET PER CALTRANS REVISED STANDARD PLAN D73E
- 2 CATCH BASIN 2, TYPE G1 DRAINAGE INLET PER CALTRANS STANDARD PLAN D73B TO SERVE AS JUNCTION
- 3 STORM DRAIN TEE OUTLET PER DETAIL 1 SHEET 9
- 4 18" TYPE-S HDPE DOWNDRAIN PIPE PER CALTRANS STANDARD PLAN D87B & D87C WITH CABLE ANCHOR SYSTEM PER CALTRANS STANDARD PLAN D87C.
- 5 ABANDON EXISTING CORRUGATED METAL PIPE IN PLACE, SEE SHEET 2
- 6 LIMIT OF GRADING
- 7 SCHEDULE 40 SOLID PVC BACKDRAIN OUTLET, OUTFALL AT SD ENERGY DISSIPATER, OUTFALL TO RECEIVE OUTLET TEE SCREENED WITH 1/2" GALVANIZED WIRE MESH AFFIXED WITH STAINLESS STEEL HOSE CLAMPS
- 8 STORM DRAIN DAY LIGHT AT STA. 0+81.45, INV 93.51 APPROX
- 9 SCHEDULE 40 SOLID PVC V-DITCH DRAIN OUTLET, OUTFALL AT SD ENERGY DISSIPATER, OUTFALL TO RECEIVE OUTLET TEE
- 10 14" MAPLE TO BE REMOVED



GRADING AND DRAINAGE PLAN
SCALE: 1" = 10'



DOWNDRAIN PROFILE
SCALE: 1" = 5'



GRADING AND DRAINAGE PLAN

DRAWING NAME: 7 GRADING PLAN

DATE	REVISION	BY
8/24/2021	PER WATER BOARD	RTC



PROJECT ENGINEER
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MARCUS M. MERRILL
CIVIL ENGINEER
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COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
RIDER ROAD PM 0.07
STORM DAMAGE REPAIR PROJECT

DRAWN: AH
CHECKED: RTC
DATE: 4/20/2021
SCALE: 1"=10'
JOB NO.: 18120

SHEET
7 OF **9**

SANTA CRUZ COUNTY EROSION CONTROL REQUIREMENTS

1. THE FOLLOWING REQUIREMENTS ARE MADE PURSUANT TO SECTION 16.22, "EROSION CONTROL," OF THE SANTA CRUZ COUNTY CODE.
2. ALL CLEARING, GRADING, OR EXCAVATING DONE BETWEEN OCTOBER 15 AND APRIL 15 SHALL BE IN ACCORDANCE WITH A SEPARATE WINTER EROSION CONTROL PLAN.
3. DISTURBANCE AND REMOVAL OF VEGETATION SHALL NOT EXCEED THE MINIMUM NECESSARY TO COMPLETE OPERATIONS. ALL DISTURBED SOIL (PARTICULARLY CUT AND FILL SLOPES) SHALL BE SEEDED AND MULCHED OR OTHERWISE PROTECTED WITH TEMPORARY PLASTIC COVERS OR EROSION CONTROL FABRIC IN AN APPROVED MANNER PRIOR TO PROJECT COMPLETION BUT IN NO CASE LATER THAN OCTOBER 15. MULCH SHALL BE MAINTAINED UNTIL A GOOD VEGETATIVE COVER HAS BEEN ESTABLISHED. WHEN PERMANENT LANDSCAPING HAS BEEN INSTALLED BUT IS NOT FULLY ESTABLISHED, ANY EXPOSED SOIL SHALL BE MULCHED OR COVERED BETWEEN OCTOBER 15 AND APRIL 15.
4. UNLESS SPECIFIC MEASURES ARE SHOWN OR NOTED ON THE APPROVED PLANS, ALL COLLECTED OR CONCENTRATED RUNOFF SHALL BE PERCOLATED INTO THE GROUND, CARRIED TO DRAINAGE COURSES IN LINED CONDUITS, OR DISPERSED OVER DENSE VEGETATION IN AN APPROVED MANNER THAT WILL NOT CAUSE EROSION.
5. THE DESIRED END RESULT OF THESE MEASURES IS TO CONTROL SITE EROSION AND PREVENT SEDIMENT TRANSPORT OFF THE SITE. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO SEE THAT ANY ADDITIONAL MEASURES NECESSARY TO MEET THIS GOAL ARE IMPLEMENTED. IF FIELD INSPECTIONS BY COUNTY STAFF SHOW THIS GOAL IS NOT BEING MET, ADDITIONAL MEASURES WILL BE REQUIRED.
6. PAMPHLETS DETAILING SEEDING AND MULCHING, RUNOFF CONTROL, AND WINTER EROSION CONTROL PLAN REQUIREMENTS ARE AVAILABLE ON REQUEST FROM THE ENVIRONMENTAL PLANNING SECTION OF THE PLANNING DEPARTMENT, AND ARE AVAILABLE ON THE COUNTY'S INTERNET SITE, CO.SANTA-CRUZ.CA.US, UNDER PLANNING DEPARTMENT, BROCHURES.
7. ALL CONSTRUCTION SHALL CONFORM TO PART 1, SECTION C, "EROSION CONTROL REQUIREMENTS," OF THE COUNTY DESIGN CRITERIA. ALL DISTURBED SOIL SHALL BE SEEDED, MULCHED, OR OTHERWISE COVERED ON A DAILY BASIS AFTER OCTOBER 14 OR WHENEVER MORE THAN A HALF INCH OF RAIN IN 24 HOURS IS FORECAST.

EROSION CONTROL SHEET NOTES

- 1 TEMPORARY SILT FENCE
- 2 EROSION CONTROL BLANKET AND HYDROMULCH AND HYDROSEED ON ALL DISTURBED SLOPES GREATER THAN 3:1
- 3 HYDROMULCH AND HYDROSEED ON ALL DISTURBED AREAS
- 4 FIBER ROLL
- 5 TEMPORARY DRAINAGE INLET PROTECTION
- 6 TOP OF GRADED SLOPE
- 7 INSTALL 21 WILLOW POLE CUTTINGS ALONG LOWER SITE BOUNDARY, SEE LIVE STAKING NOTES
- 8 STAGING AREA, COVER STOCKPILES PER STANDARD PLAN T53
- 9 BIOD-BLOCKS PER DETAIL 7 / SHEET 9

LIVE STAKING

WILLOW POLE CUTTINGS

HARVESTING:

- STAKES SHALL BE HARVESTED AND PLANTED WHEN THE WILLOWS, OR OTHER CHOSEN SPECIES, ARE DORMANT. THIS PERIOD IS GENERALLY FROM LATE FALL TO EARLY SPRING, OR BEFORE THE BUDS START TO BREAK.
- WHEN HARVESTING CUTTINGS, SELECT HEALTHY, LIVE WOOD THAT IS REASONABLY STRAIGHT.
- USE LIVE WOOD AT LEAST 1 YEAR OLD OR OLDER. AVOID SUCKERS OF CURRENT YEARS GROWTH AS THEY LACK SUFFICIENT STORED ENERGY RESERVES TO SPROUT CONSISTENTLY. THE BEST WOOD IS 2-5 YEARS OLD WITH SMOOTH BARK THAT IS NOT DEEPLY FURROWED.
- MAKE CLEAN CUTS WITH UNSPLIT ENDS. TRIM BRANCHES FROM CUTTING AS CLOSE AS POSSIBLE. THE BUTT END OF THE CUTTING SHALL BE POINTED OR ANGLED AND THE TOP END SHALL BE CUT SQUARE.
- IDENTIFICATION OF THE TOP AND BOTTOM OF CUTTING AS ACCOMPLISHED BY ANGLE CUTTING THE BUTT END. THE TOP, SQUARE CUT, CAN BE PAINTED AND SEALED BY DIPPING THE TOP 1-2 INCHES INTO A 50-50 MIX OF LIGHT COLORED LATEX PAINT AND WATER. SEALING THE TOP OF STAKE WILL REDUCE THE POSSIBILITY OF DESICCATION AND DISEASE CAUSED MORTALITY. ASSURE THE STAKES ARE PLANTED WITH THE TOP UP, AND MAKES THE STAKES MORE VISIBLE FOR SUBSEQUENT PLANTING EVALUATIONS.

DIAMETER:

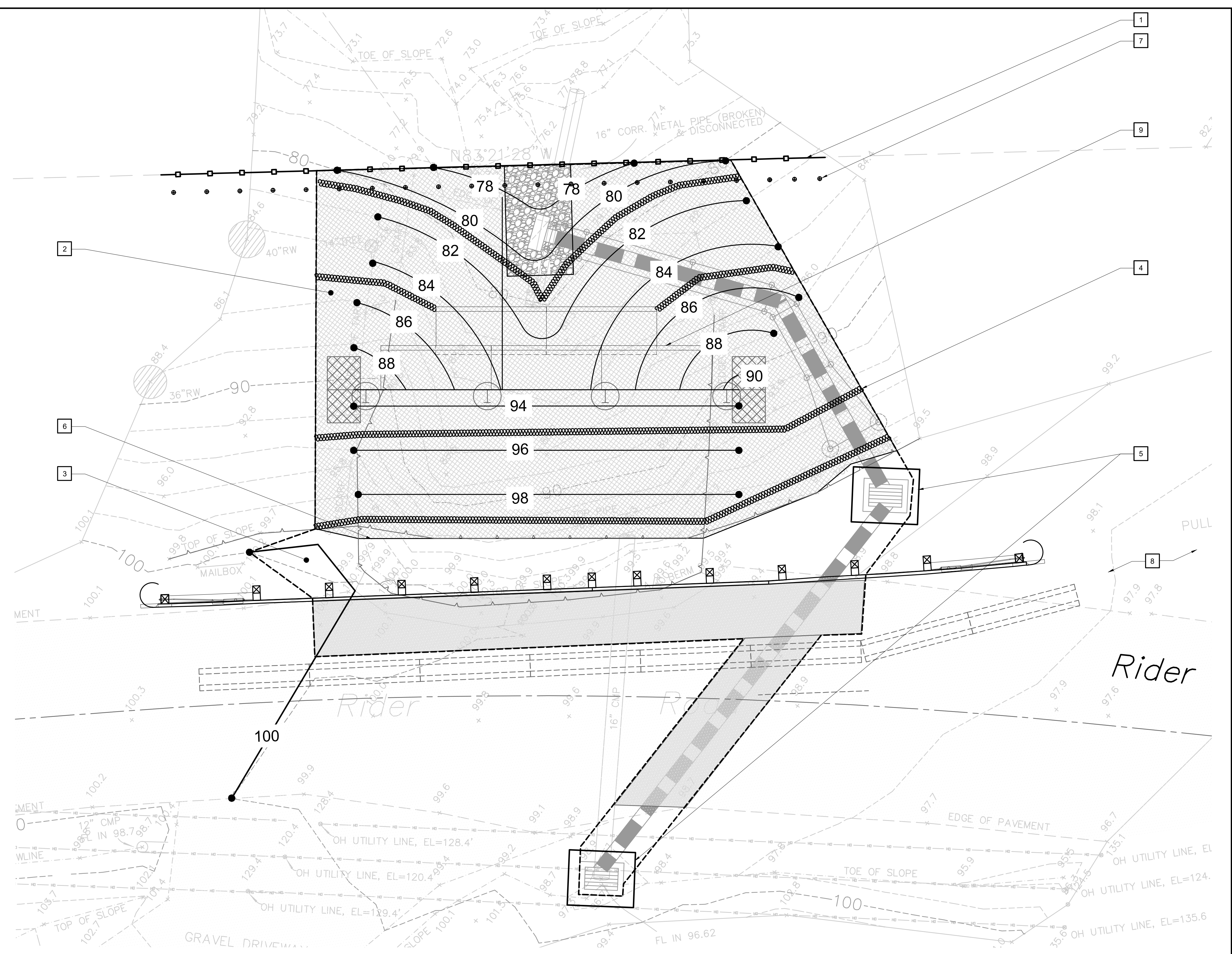
- CUTTINGS SHOULD BE 2 TO 3 INCHES IN DIAMETER.

LENGTH:

1. CUTTINGS SHALL BE 60 INCHES LONG MINIMUM. CUTTINGS SHOULD BE LONG ENOUGH TO REACH INTO THE MIDSUMMER WATER TABLE, IF POSSIBLE.
2. NO LESS THAN 80% TOTAL LENGTH MUST BE INTO THE GROUND.
3. STAKES SHOULD BE CUT SO THAT A TERMINAL BUD SCAR IS WITHIN 1-4 INCHES OF THE TOP. AT LEAST 2 BUDS AND/OR BUD SCARS SHALL BE ABOVE THE GROUND AFTER PLANTING.
4. INSTALLATION:
5. STAKES MUST BE PLANTED WITH BUTT-ENDS INTO THE GROUND. LEAF BUD SCARS OR EMERGING BUDS SHOULD ALWAYS POINT UP.
6. STAKES MUST NOT BE ALLOWED TO DRY OUT. ALL CUTTINGS SHOULD BE SOAKED IN WATER FOR A MINIMUM OF 24 HOURS. SOAKING SIGNIFICANTLY INCREASES THE SURVIVAL RATE.
7. PLANT STAKES WITH EVEN SPACING.
8. SET THE STAKE AS DEEP AS POSSIBLE INTO THE SOIL, PREFERABLY WITH 80 PERCENT OF ITS LENGTH INTO THE SOIL AND IN CONTACT WITH MIDSUMMER WATER TABLE.
9. IT IS ESSENTIAL TO HAVE GOOD CONTACT BETWEEN THE STAKE AND SOIL FOR ROOTS TO SPROUT. TAMP THE SOIL AROUND THE CUTTING.
10. DO NOT DAMAGE THE BUDS, STRIP THE BARK OR SPLIT THE STAKE DURING INSTALLATION.
11. SPLIT OR DAMAGED STAKES SHALL BE REMOVED AND REPLACED.

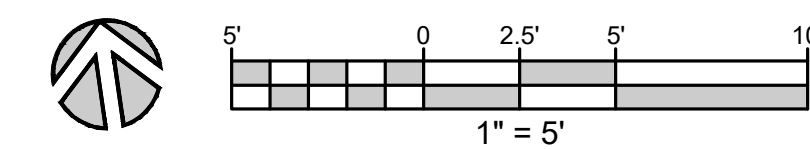
INSPECTION AND MAINTENANCE:

- PERIODIC INSPECTION REPAIR AND MAINTENANCE WILL BE REQUIRED DURING THE FIRST THREE YEARS OR UNTIL THE VEGETATION IS ESTABLISHED.



EROSION CONTROL AND REVEGETATION PLAN

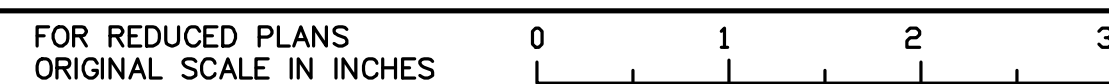
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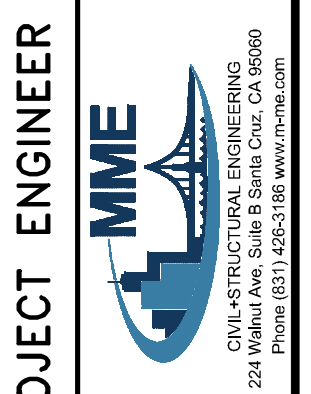
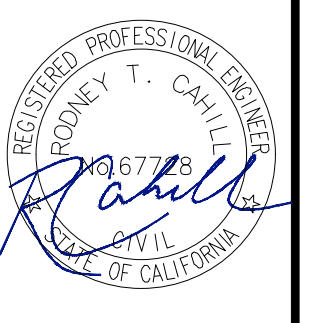
NOTE: LOCATIONS FOR REVEGETATION & EROSION CONTROL INSTALLATIONS ARE APPROXIMATE AND SHOULD BE ADJUSTED IN FIELD AS NECESSARY AND APPROVED BY ENGINEER

EROSION CONTROL & REVEGETATION PLAN

DRAWING NAME: 8 EC PLAN



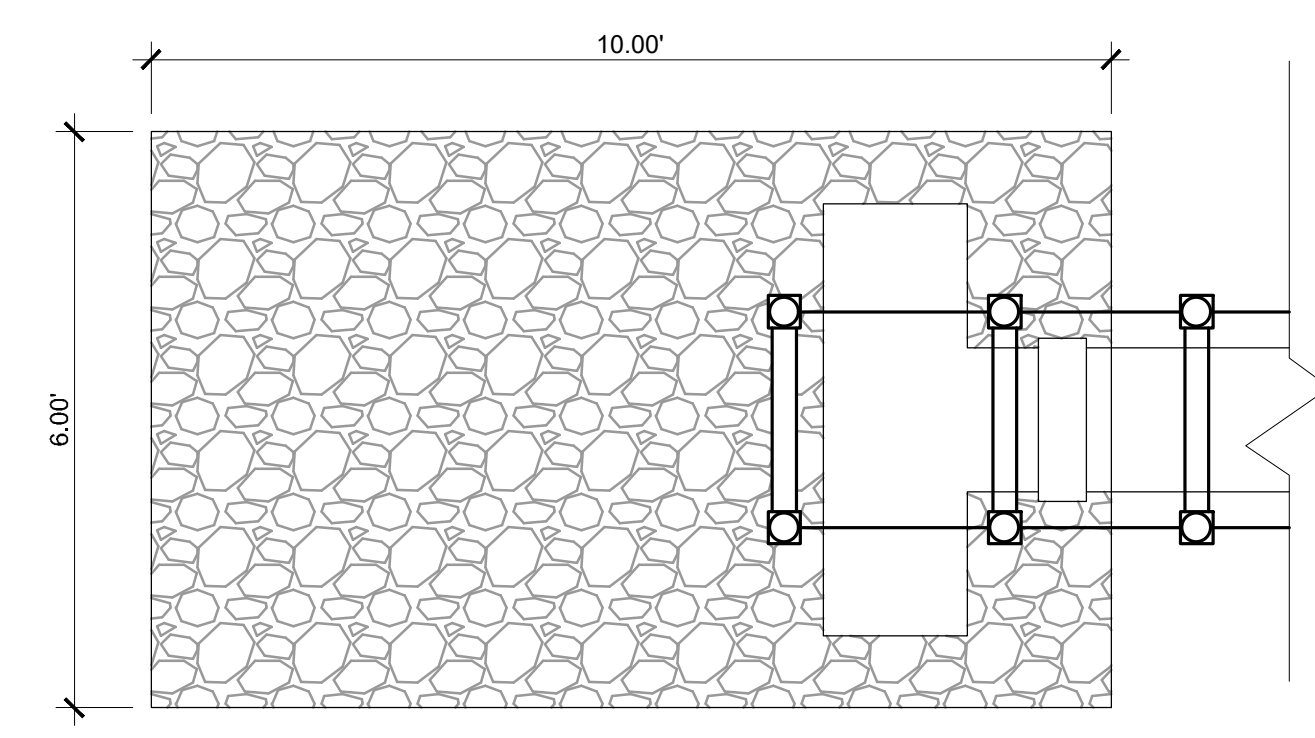
BY	REVISION	DATE
RTC <td>PER WATER BOARD <td>8/24/2021</td> </td>	PER WATER BOARD <td>8/24/2021</td>	8/24/2021



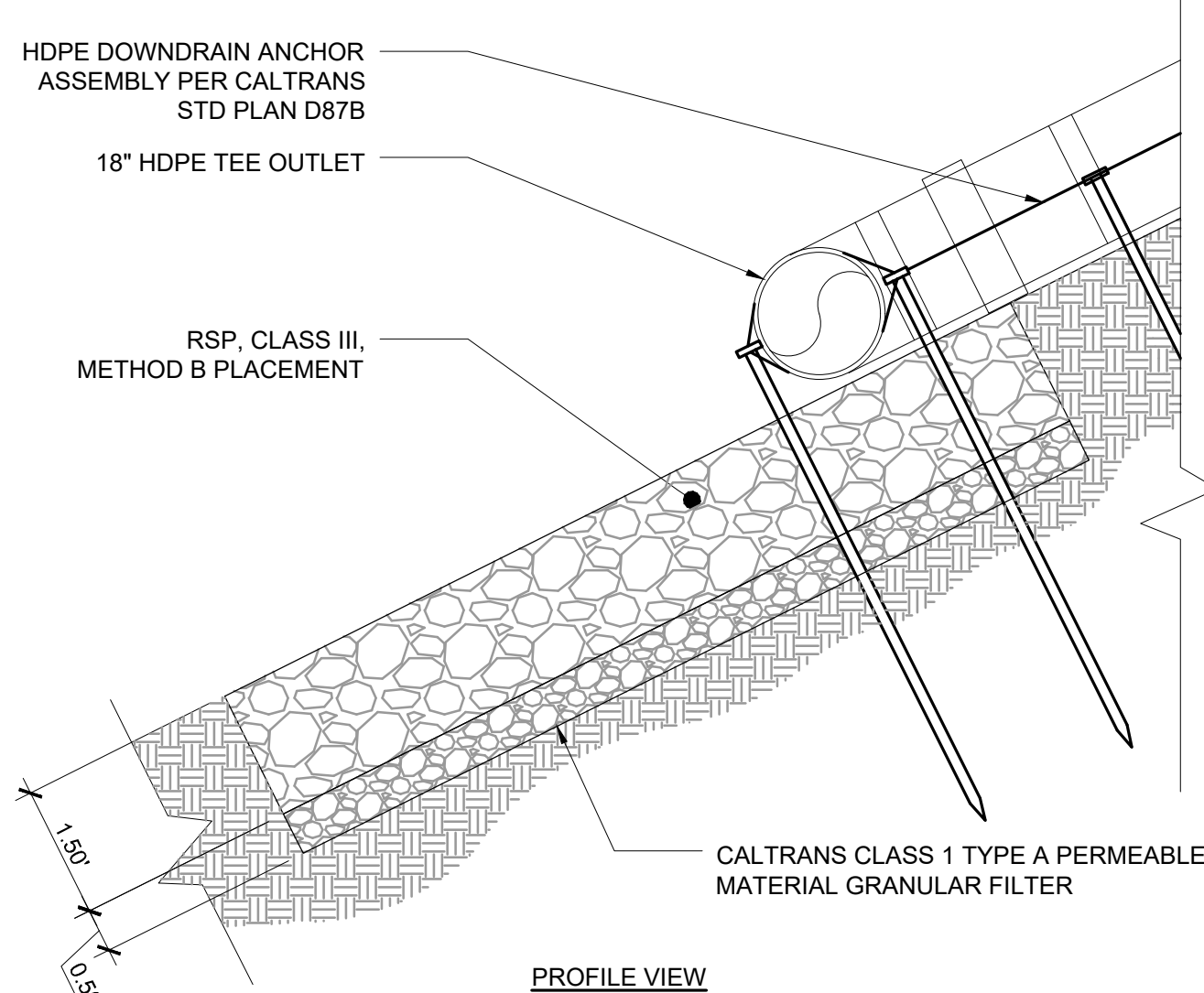
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
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 STORM DAMAGE REPAIR PROJECT

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 CHECKED: RTC
 DATE: 4/20/2021
 SCALE: 1"=5'
 JOB NO.: 18120

SHEET
 8 OF 9



PLAN VIEW

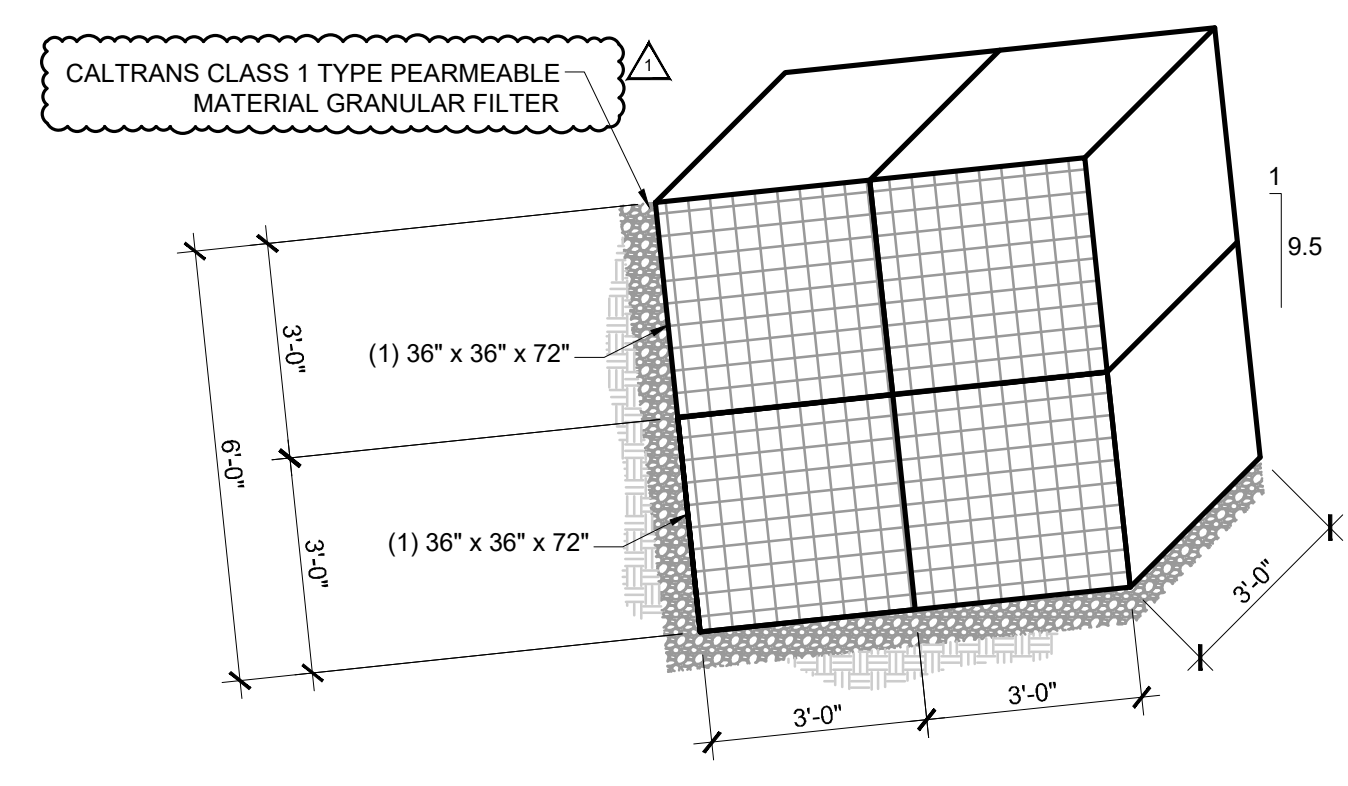


PROFILE VIEW

STORM DRAIN TEE OUTLET

SCALE: 1/2" = 1'-0"

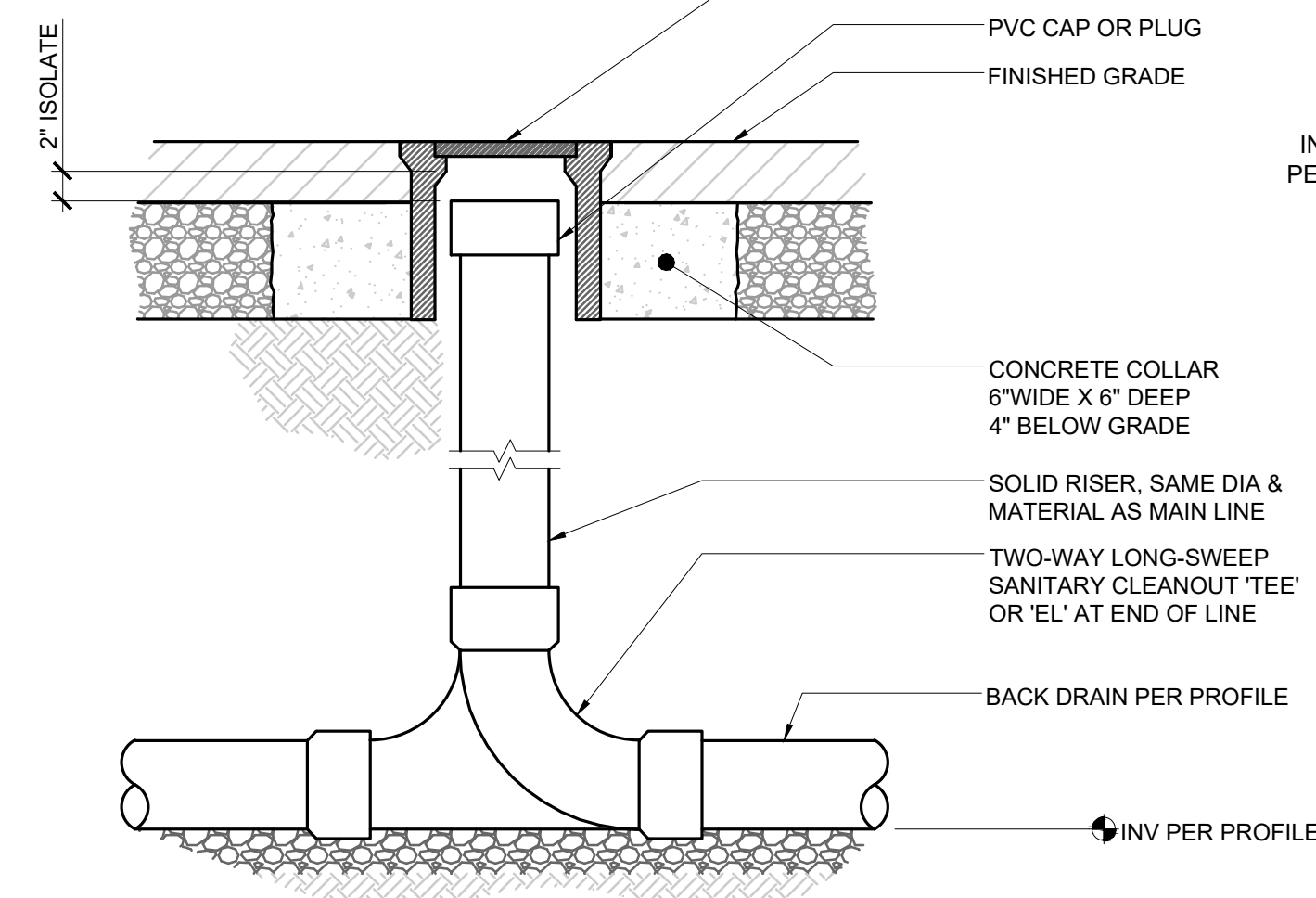
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GABION STACK PATTERN

SCALE: 3/8" = 1'-0"

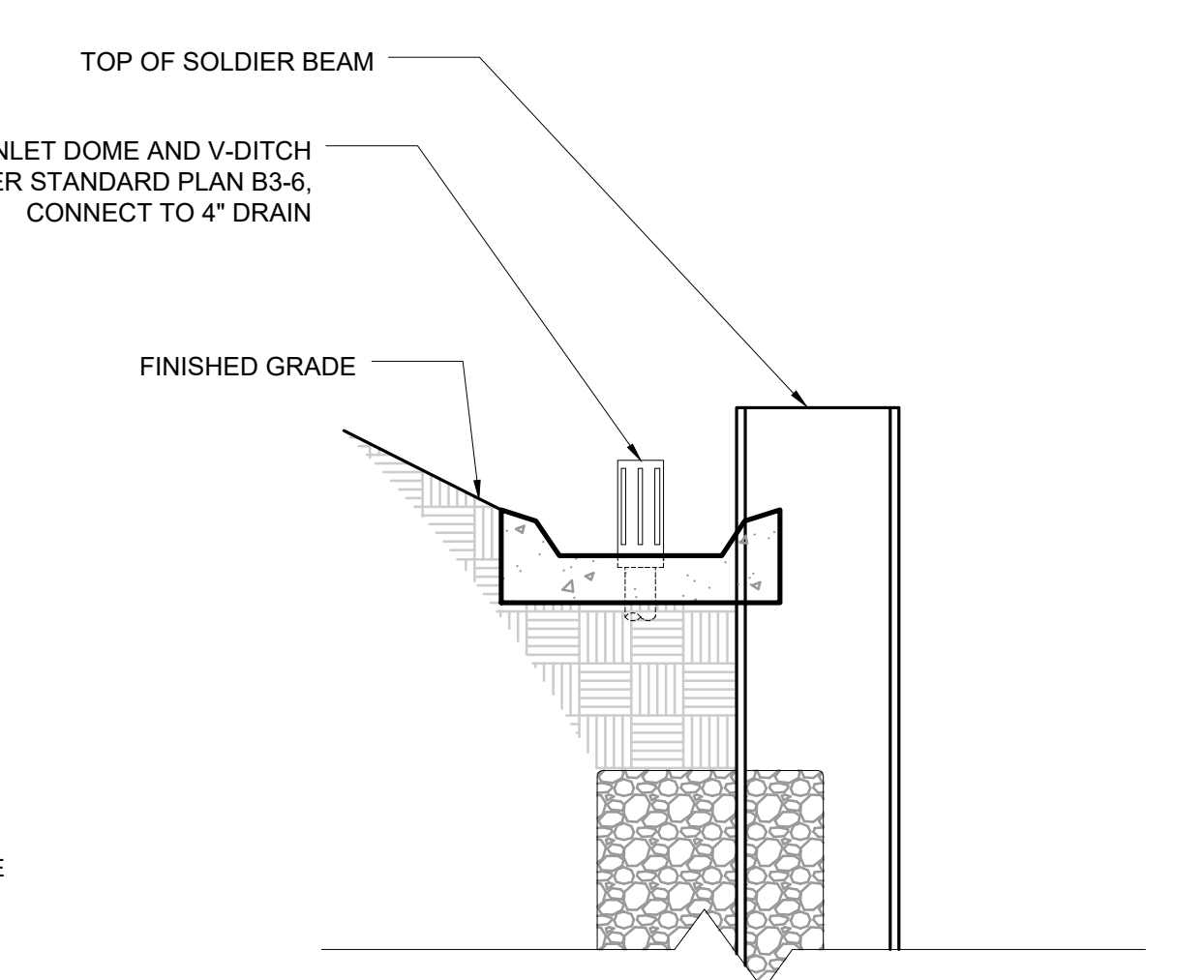
2



CLEANOUT

SCALE: NTS

3



V-DITCH SURFACE DRAIN

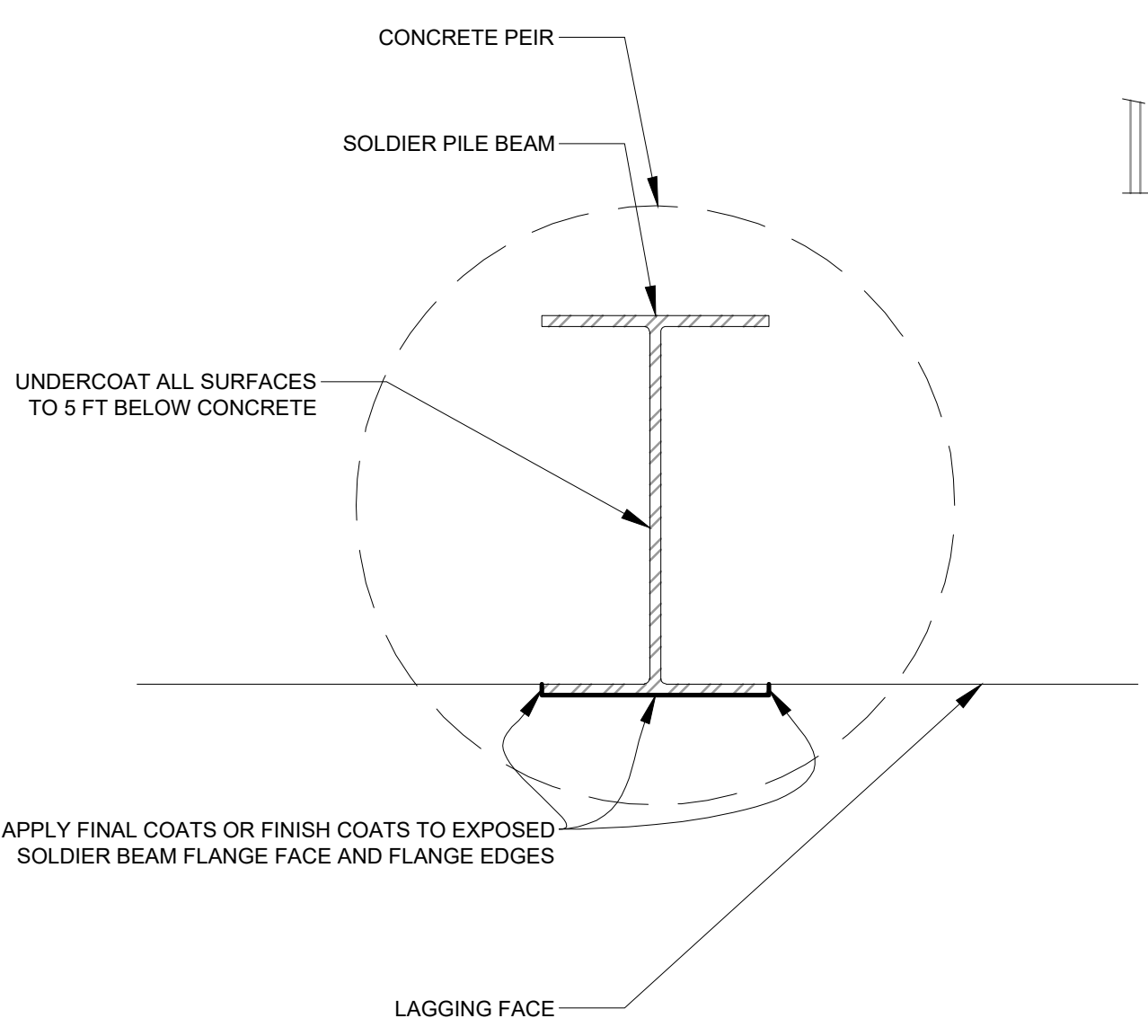
SCALE: NOT TO SCALE

4

NOTES:
1. IN TRAFFIC AREAS USE CHRISTY G5 TRAFFIC VALVE BOX G5C CI LID
2. IN LANDSCAPE AREAS USE CHRISTY F1 CURB VALVE BOX BOX W/ F8C CI LID



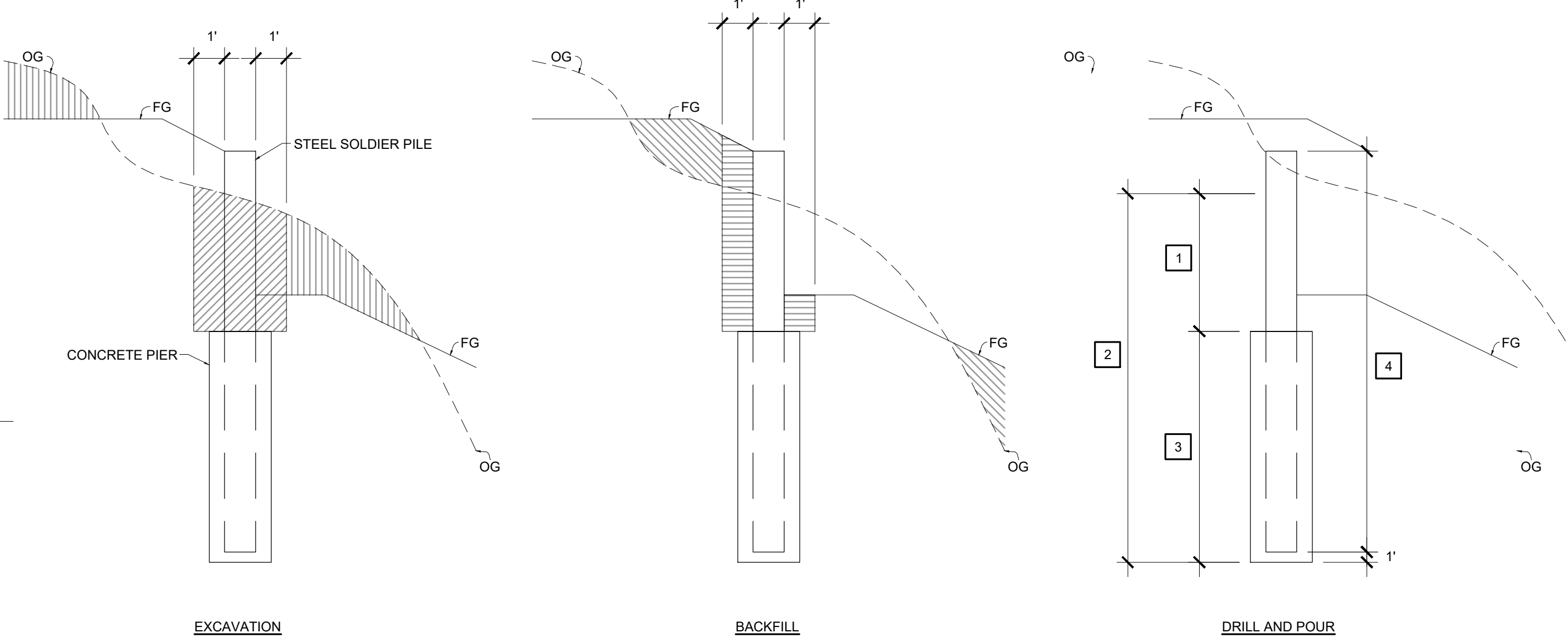
- 1 LIMITS OF PAYMENT FOR LEAN CONCRETE BACKFILL
- 2 LIMITS OF PAYMENT FOR DRILLED HOLE
- 3 LIMITS OF PAYMENT FOR CONCRETE BACKFILL
- 4 LIMITS OF PAYMENT FOR STEEL SOLDIER BEAM



COATINGS LIMITS

SCALE: NTS

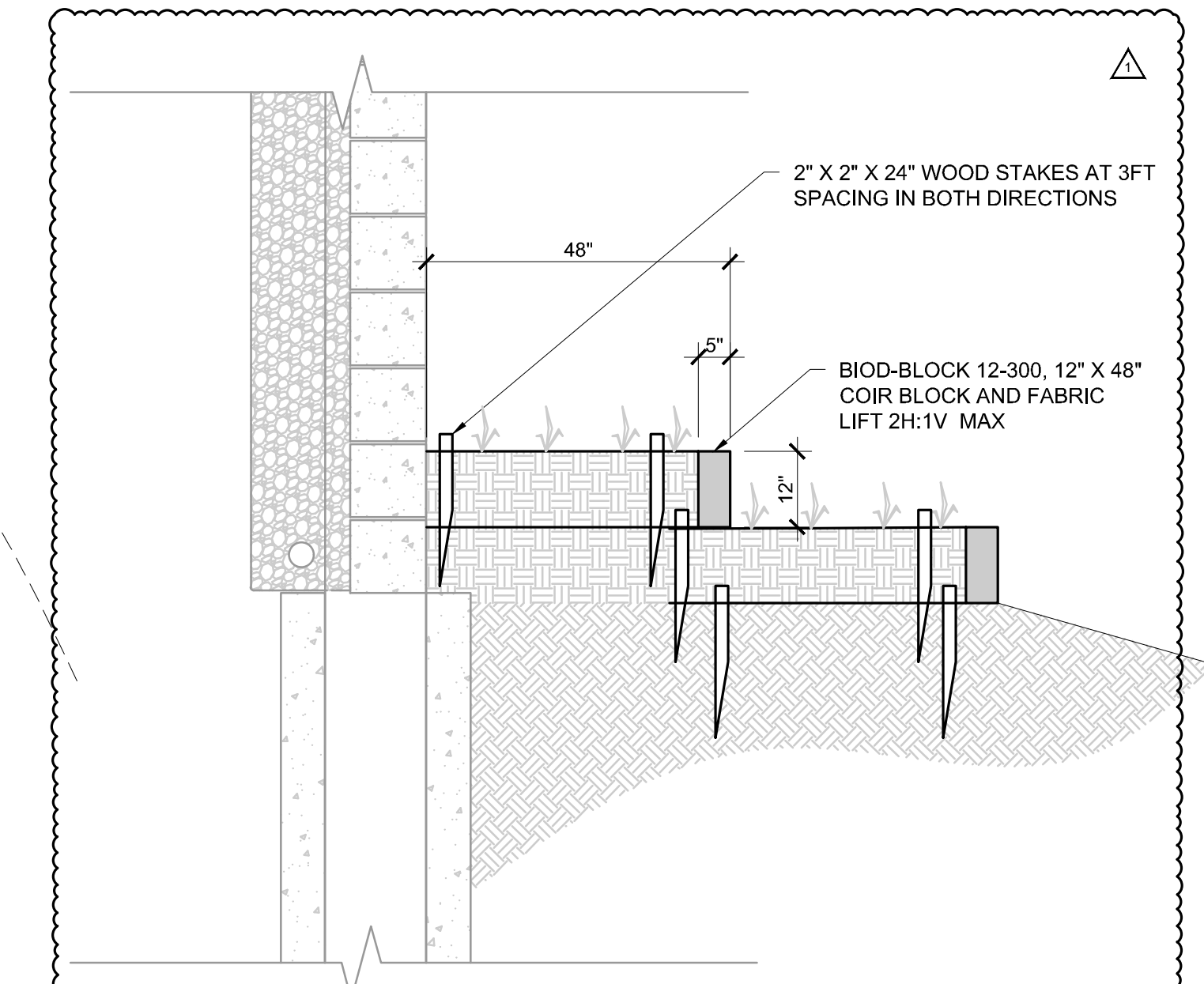
5



SOLDIER PILE WALL PAY LIMITS

SCALE: NTS

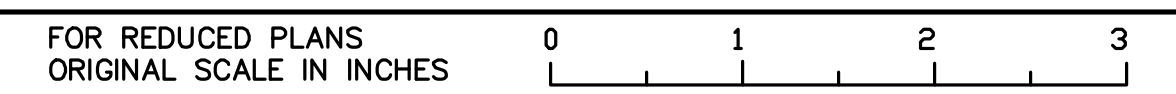
6



BIOD-BLOCK

SCALE: 1/2" = 1'-0"

7



FOR REDUCED PLANS ORIGINAL SCALE IN INCHES

CIVIL DETAILS

DRAWING NAME: 9 CIV DETAIL

BY	RTC
REVISION	PER WATER BOARD
DATE	8/24/2021
PROJECT ENGINEER	MME
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	RIDER ROAD PM 0.07
	STORM DAMAGE REPAIR PROJECT
DRAWN: AH	
CHECKED: RTC	
DATE: 4/20/2021	
SCALE: N/A	
JOB NO.: 18120	
SHEET	9 OF 9

**COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS**

BOOK 1 OF 3

BID BOOK

FOR CONSTRUCTION OF

**RIDER ROAD PM 0.07 STORM DAMAGE
REPAIR PROJECT**

STATE PROJECT No. 2016-02 DSR 3381

**FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
DATED 2018 AND STANDARD PLANS DATED 2018**

BIDS OPEN: MAY 11, 2022

THIS IS A PREVAILING WAGE PROJECT

- LARGE FILE ATTACHMENTS -

"on file with Clerk of the Board"

Attachments exceeding 30 pages not printed in the downloadable (pdf) full packet are available for viewing electronically on the County's Meeting Portal website:

<https://santacruzcountyca.igam2.com>

[Click on today's meeting date and scroll down to locate the item]

These and additional agenda materials are also available for viewing in person during normal business hours at:

Clerk of the Board of Supervisors
Governmental Center Building, 5th Floor
701 Ocean Street, Santa Cruz, CA 95060

BOOK 2 OF 3

SPECIAL PROVISIONS AND NOTICE TO BIDDERS

FOR CONSTRUCTION OF

RIDER ROAD PM 0.07
STORM DAMAGE REPAIR PROJECT

STATE PROJECT No. 2016-02 DSR 3381

FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION STANDARD
SPECIFICATIONS DATED 2018 AND STANDARD PLANS DATED
2018

BIDS OPEN: May 11, 2022

THIS IS A PREVAILING WAGE PROJECT

- LARGE FILE ATTACHMENTS -

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Governmental Center Building, 5th Floor
701 Ocean Street, Santa Cruz, CA 95060

**COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS**

BOOK 3 OF 3

**REVISED STANDARD
SPECIFICATIONS**

FOR CONSTRUCTION OF

**RIDER ROAD PM 0.07 STORM DAMAGE
REPAIR PROJECT**

STATE PROJECT No. 2016-02 DSR 3381

**FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
DATED 2018 AND STANDARD PLANS DATED 2018**

BIDS OPEN: MAY 11, 2022

THIS IS A PREVAILING WAGE PROJECT

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701 Ocean Street, Santa Cruz, CA 95060

COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS NOTICE TO CONTRACTORS

The County of Santa Cruz Department of Public Works is accepting electronic Proposal submissions for the

RIDER ROAD PM 0.07 STORM DAMAGE REPAIR PROJECT

A hard copy of the Contract documents is available for purchase for \$40.00 at the County of Santa Cruz Department of Public Works, Room 410, 701 Ocean Street, Santa Cruz, California. No partial sets will be issued.

A digital copy of the Contract documents is available free of charge and can be downloaded via the online procurement portal, ProcureNow, <https://secure.procurenw.com/portal/santacruzcounty>

Bid opening will occur on May 11, 2022, no later than 2:00 p.m. and soon thereafter, will be publicly opened and read.

This project involves the construction of soldier pile retaining wall, midwest guardrail systems, reconstructed roadway, drainage improvements, erosion control and revegetation.

The successful bidder shall furnish a payment bond and a performance bond. The Contractor shall possess a Class A license at the time that this contract is awarded. The Department of Public Works hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Design

(831) 454-2160

Subject: Advertise for Trout Gulch Road PM 1.16 & 1.18 Storm Damage Repair Project

Meeting Date: April 12, 2022

Recommended Actions

- 1) Approve the plans, specifications and engineer's estimate, and authorize calling for bids for the Trout Gulch Road PM 1.16 & 1.18 2017 Storm Damage Repair project, Federal Project Number PA-09-CA-4308-PW-00488 and PA-09-CA-4308-01004;
- 2) Set bid opening for 2:00 p.m. on May 12, 2022, in the Department of Community Development and Infrastructure;
- 3) Direct the Clerk of the Board to advertise the Notice to Contractors for a ten days beginning April 17, 2022, per the provisions of Public Contract Code Section 20392;
- 4) Authorize the Deputy CAO/Director of Community Development and Infrastructure to award and sign the contract with the qualified low bidder; and
- 5) Direct Community Development and Infrastructure to return on or before August 9, 2022, for ratification of the contract award.

Executive Summary

Community Development and Infrastructure has prepared plans, specifications and an engineer's estimate for the Trout Gulch Road PM 1.16 & 1.18 2017 Storm Damage Repair project, Federal Project Number PA-09-CA-4308-PW-0048 and PA-09-CA-4308-01004. Board approval for the recommended actions is requested to proceed with this project.

Background

Trout Gulch Road at PM(s) 1.16 & 1.18 were damaged during the winter 2016-17 storm event.

Analysis

This project will restore the roadway to its pre-disaster condition by constructing a soldier pile and timber lagging retaining wall, guardrail, pavement reconstruction, RSP and soil-wrap slope repair, overside drain, erosion control and re-vegetation, and re-stripping.

The Engineer's estimate for the project is \$310,725 excluding contingency costs, overhead costs, and engineering costs. The plans and specifications for the subject project have been placed on file with the Clerk of the Board.

Financial Impact

The construction project is estimated to cost \$310,725. An Emergency Relief Grant through FEMA will cover a majority of the costs for the project. SB1 funds will provide any local match required to complete the project. The project is accounted for in the Road Fund (GL Key 621217/62330).

Financial Impact

An Emergency Relief Grant through FEMA will cover a majority of the costs for the project. SB1 funds will cover the local match. The GL account is 621217/62330.

Strategic Plan Elements

3.A (Reliable Transportation - Regional Mobility)

The installation of steel soldier pile walls will restore the road to pre-disaster conditions.

3.C (Reliable Transportation: Local Roads)

The Department of Community Development and Infrastructure 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 Plans - Trout Gulch PM 1.16 & 1.18 (eSign)
- b Specs Book 1 - Trout Gulch PM 1.16 & 1.18 (Cover Sheet)
- c Specs Book 1 - Trout Gulch PM 1.16 & 1.18 (51 pages, online and on file)
- d Specs Book 2 - Trout Gulch PM 1.16 & 1.18 (Cover Sheet)
- e Specs Book 2 - Trout Gulch PM 1.16 & 1.18 (52 pages, online and on file)
- f Specs Book 3 - Trout Gulch PM 1.16 & 1.18 (Cover Sheet)
- g Specs Book 3 - Trout Gulch PM 1.16 & 1.18 (227 pages, online and on file)
- i Notice to Contractors - Trout Gulch PM 1.16 & 1.18

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PLAN VIEW
3	WALL PROFILE
4	WALL TYPICAL SECTION & DETAILS
5	RSP TYPICAL SECTIONS
6	REVEGETATION PLAN
7	EROSION CONTROL
8	TRAFFIC CONTROL PLAN

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE COUNTY OF SANTA CRUZ DESIGN CRITERIA, THE STATE STANDARD PLANS AND THE APPLICABLE PROVISIONS OF THE STATE STANDARD SPECIFICATIONS.
- THERE SHALL BE NO CHANGES IN THE APPROVED IMPROVEMENT PLANS WITHOUT PRIOR APPROVAL BY THE SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS.
- PLEASE CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 811 or 800-227-2600 BEFORE DIGGING.
- THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE APPROVED BY TRANSPORTATION ENGINEERING.
- THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
- THE CONTRACTOR SHALL POSSESS A CLASS "A" LICENSE AT THE TIME THE CONTRACT IS AWARDED.

ABBREVIATIONS

A.B.	AGGREGATE BASE	KIP	1000 POUNDS FORCE
AC	ASPHALT CONCRETE	MBGR	METAL BEAM GUARD RAIL
APN	ASSESSOR'S PARCEL NUMBER	MIN	MINIMUM
APPROX	APPROXIMATE	N	NORTH
BOT	BOTTOM	(n)	NEW
BP	BOTTOM CONCRETE PIER	O.C.	ON CENTER
CL	CENTER LINE	OH	OVERHEAD
CL	CONTROL LINE	PERF	PERFORATED
CONC	CONCRETE	PG&E	PACIFIC GAS AND ELECTRIC
CONN	CONNECTION	PM	POST MILE
CONST	CONSTRUCTION	PRIN	PRINCIPAL
CP	CONTROL POINT	PT	POINT
DIA	DIAMETER	PVC	POLY VINYL CHLORIDE
E	EAST	RD	ROAD
(E), EXIST	EXISTING	REINF	REINFORCED
EA	EACH	RT	RIGHT
EL, ELEV	ELEVATION	R/W	RIGHT OF WAY
ENGR	ENGINEER	S	SOUTH
EP	EDGE OF PAVEMENT	SEC	SECTION
EST	ESTIMATE	SHT	SHEET
EXCAV	EXCAVATE, EXCAVATION	S.S.	SANDSTONE
FD	FOUND	STA	STATION
FT	FOOT, FEET	TP	TOP CONCRETE PIER
FTG	FOOTING	TYP	TYPICAL
GEN	GENERAL	U.B.	UNBONDED
GRD	GRADE	W	WEST
HDPE	HIGH DENSITY POLYETHYLENE	W/	WITH
HT	HEIGHT	&	AND
INV	INVERT	@	AT
IP	IRON PIPE	1ST	FIRST
JP	JOINT POLE	<	LESS THAN
		#	POUND

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

PROJECT PLANS FOR CONSTRUCTION ON
TROUT GULCH ROAD
PM 1.16 & 1.18
STORM DAMAGE REPAIR PROJECT

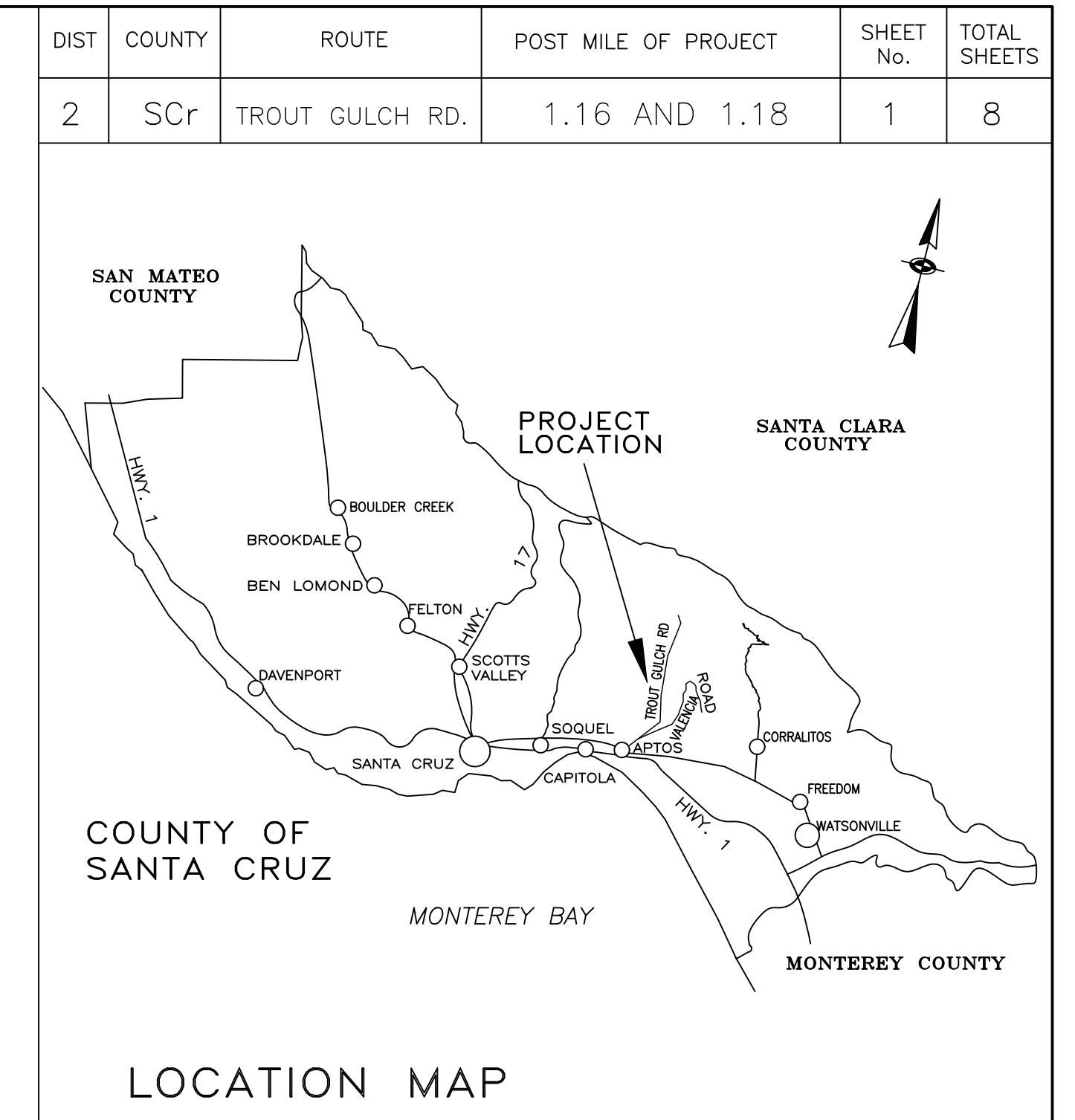
To be supplemented by CalTrans Standard Plans dated 2018

PROJECT NOS.

LOCATION (PM)	COUNTY NO.	FEMA PROJECT NO.
1.16	P76812	PA-09-CA-4308-PW-00488
1.18	P76813	PA-09-CA-4308-PW-01004



VICINITY MAP
NOT TO SCALE



Design Engineer
Joel LaCagnina

Senior Design Engineer
Timothy Bailey

Assistant Director of Public Works
Transportation Division
Steve Wiesner

Director of Public Works
Matthew J. Machado

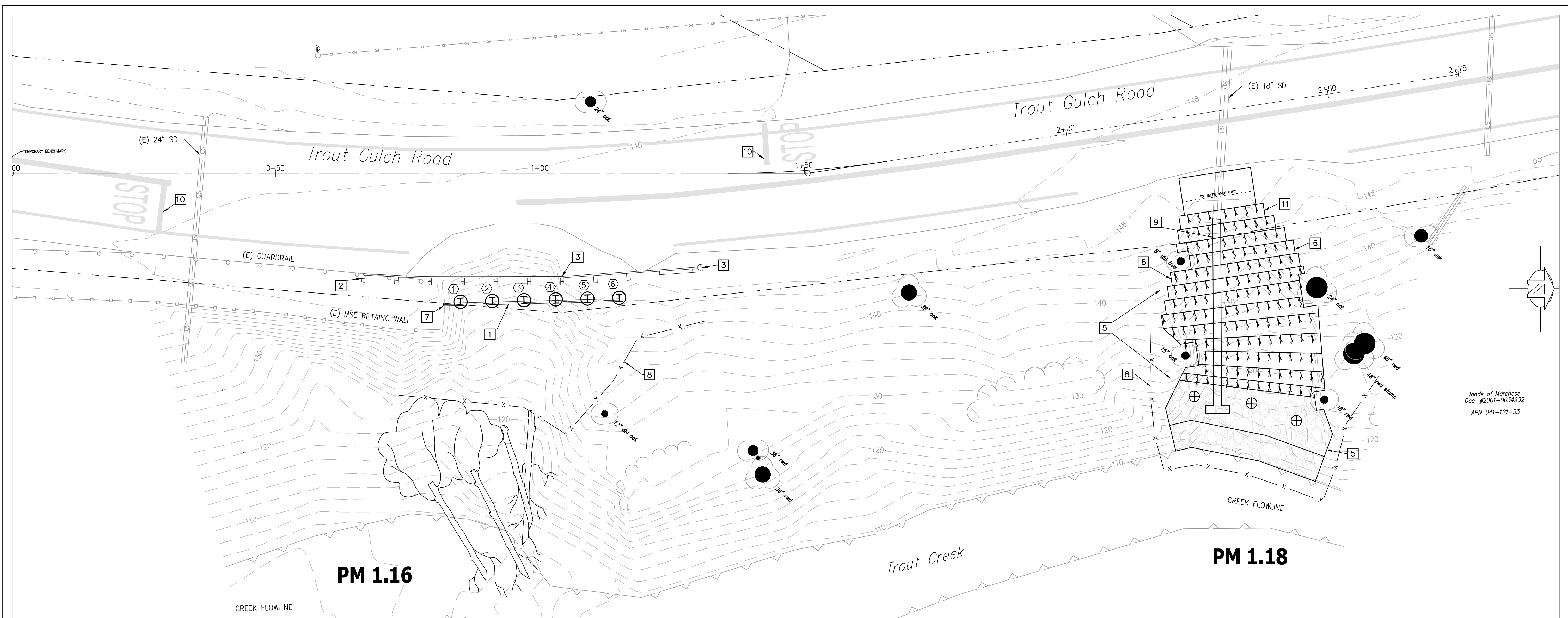
Chair, Board of Supervisors

Date approved by Board of Supervisors



Reviewed by:		Reviewed by:		Reviewed by:	
Russell Chen Traffic Engineer		Alex Sandoval Road Superintendent		Carisa Duran Construction Engineer	

County Job No.	P76812, P76813
----------------	----------------



PM 1.16

PM 1.18

PLAN

SCALE: 1" = 5'

LEGEND

- RIGHT OF WAY / PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - OVERHEAD LINE
- - - SD STORM DRAIN LINE
- - - GUARDRAIL
- - - FLOWLINE
- - - CONTROL LINE
- - - FENCE LINE
- - - RETAINING WALL
- △ CONTROL POINT
- FOUND MONUMENT AS NOTED
- UTILITY POLE
- ⊥ SIGN
- ⊕ SOLDIER PILE
- ① PILE NUMBER

3" HMA OVER 9" CL II BASE

*UNDERGROUND UTILITIES SHOWN ARE BASED ON SURFACE EVIDENCE ONLY. ACTUAL LOCATION WILL REQUIRE FURTHER INVESTIGATION AND POTHOLING.

SOLDIER PILE LOCATION

PILE NUMBER	STATION	*OFFSET (FT)
①	0+85	25.00
②	0+91	24.85
③	0+97	24.70
④	1+03	24.54
⑤	1+09	24.39
⑥	1+15	24.24

* MEASURED TO FACE OF WALL

COUNTY TEMPORARY BENCHMARK:
 POINT #603, 1/2" IP, N=4869.1979', E=8017.2689', ELEV=145.217',
 LOCATED 2.22' SOUTHWEST OF STA 0+00

CONSTRUCTION ITEMS:

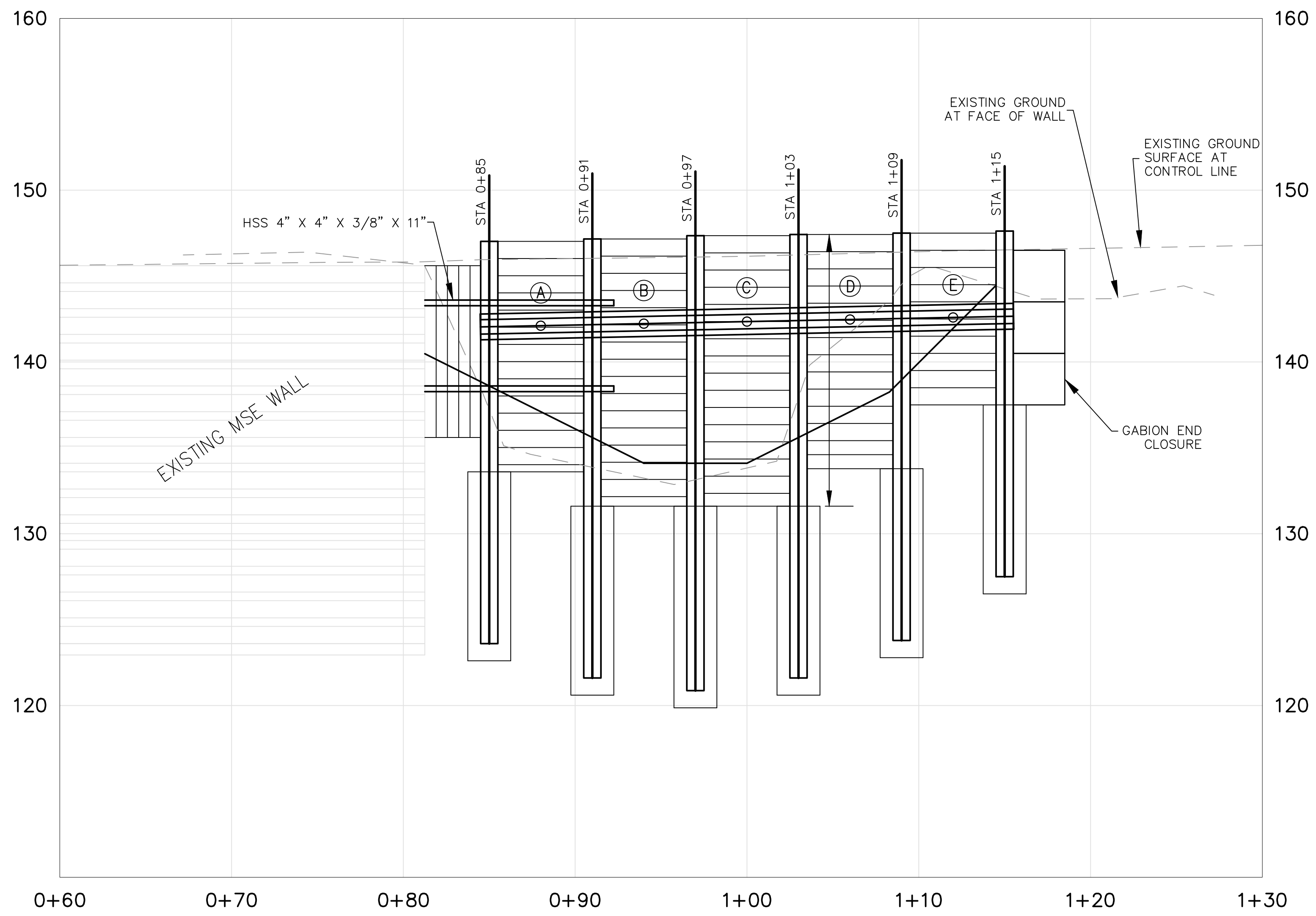
- 1 CONSTRUCT (24 LF) STEEL SOLDIER PILE & TIMBER LAGGING RETAINING WALL.
- 2 CONSTRUCT (37.5 LF) OF MGS METAL BEAM GUARD RAILING PER STANDARD PLAN A77L1 (CONNECT TO EXISTING MBGR).
- 3 CONSTRUCT METAL BEAM RAILING TERMINAL SYSTEM (TYPE SKT TEST LEVEL 2 MIDWEST GUARDRAIL SYSTEMS) (25 LF) BEGIN AT STA 1+04.18, 19.5' RT AND END AT STA 1+30.65, 17.83' RT.
- 4 EXISTING RSP SHALL BE REMOVED AND RELOCATED BY INTO NEW LOCATION AS SHOWN ON THESE PLANS AND AS DIRECTED BY THE ENGINEER.
- 5 CONSTRUCT CHANNEL SLOPE PROTECTION OF 1/2 TON RSP BY METHOD A WITH 3" OF BACKING NO. 1.
- 6 CONSTRUCT WRAPPED SOIL LIFTS WITH WILLOW BRANCH LAYERING.
- 7 CONSTRUCT WALL END CLOSURE.
- 8 INSTALL SILT FENCE PRIOR TO EARTHWORK.
- 9 REMOVE AND RE-INSTALL 18" OVERSIDE DRAIN WITH CABLE ANCHORAGE SYSTEM PER DETAIL D87C.
- 10 GRIND EXISTING "STOP" PAVEMENT MARKINGS AND STOP BARS.
- 11 REMOVE ANY EXISTING ASPHALT CONCRETE FROM SLIDE AREA.

GENERAL CONSTRUCTION NOTES:

1. THE WORK HEREIN SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS & PLANS DATED 2018 OF THE STATE OF CALIFORNIA AS THEY MAY APPLY TO THE CONTRACT PLANS AND SPECIAL PROVISIONS.
2. DIMENSIONS OF THE STRUCTURAL ITEMS ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS AND THE THE MANUFACTURER(S) RECOMMENDATIONS.
3. REFER TO THE STANDARD SPECIFICATIONS & SPECIAL PROVISIONS FOR THE STRUCTURE BACKFILL REQUIREMENTS FOR THE PILE WALL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGE(S) TO PRIVATE PROPERTY & ANY UTILITIES IN OLD BEAR CREEK ROAD. THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES IS NOT KNOWN.
5. THE CONTRACTOR IS REFERRED TO THE GEOTECHNICAL REPORT BY CAL ENGINEERING & GEOLOGY DATED JUNE 13, 2019 ON FILE AT THE PUBLIC WORKS DEPARTMENT.
6. ALL CLEARING, GRADING, AND EROSION CONTROL MEASURES SHALL BE COMPLETED NO LATER THAN SEPTEMBER 30, 2022.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE TO REVIEW THE WORK AND ACCESS LIMITATIONS, VERIFY CONDITIONS, AND UNDERSTAND THE PROJECT BEFORE SUBMITTING A BID FOR THE WORK. THERE IS NO PRE-BID SITE MEETING FOR THIS PROJECT.
8. TRAFFIC CONTROL CONSTRUCTION AREA SIGNS SHALL CONFORM TO THE 2014 CA MUTCD. RELOCATE STOP SIGNS OUTSIDE OF K RAIL LIMITS. CUSTOM SIGN SHALL BE PLACED ONE WEEK BEFORE ROAD CLOSURE BEGINS. ONE AT THE INTERSECTION OF BEAR CREEK ROAD AND OLD BEAR CREEK ROAD.

PLAN VIEW PM 1.16 & 1.18

BY		REVISION		DATE	
PROJECT ENGINEER			JOEL LACAGNINA		
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS			TROUT GULCH PM 1.16 AND 1.18 STORM DAMAGE REPAIR PROJECT		
DRAWN: JSL					
CHECKED:					
DATE: 03/24/22					
SCALE: 1"=5'					
JOB NO.					
SHEET					
2 OF 8					



PILE WALL DATA							
PILE NUMBER	END TREATMENT	1	2	3	4	5	6
TOP OF PILE ELEV.		147.0200	147.1600	147.3500	147.4200	147.5000	147.6200
PILE LENGTH		23.4200	25.5600	26.4800	25.8200	23.7100	20.1100
TOP OF CIDH ELEV.		133.6000	131.6000	131.6000	131.6000	133.7900	137.5000
PILE TIP ELEV.		123.6000	121.6000	120.8700	121.6000	123.7900	127.5000
STEEL BEAM SIZE		W10x49	W10x49	W10x49	W10x49	W10x49	W10x49
LAGGING QUANTITY	66		84	96	96	84	60

WALL ELEVATION
SCALE: 1" = 5'

WORKING STRESS DESIGN

- STRUCTURAL STEEL $F_y = 50,000$ PSI
- TREATED TIMBER $F_a = 1,750$ PSI
- DOUGLAS FIR #1 (MIN.) $F_c = 1,350$ PSI
- CONCRETE $F_c = 3,600$ PSI

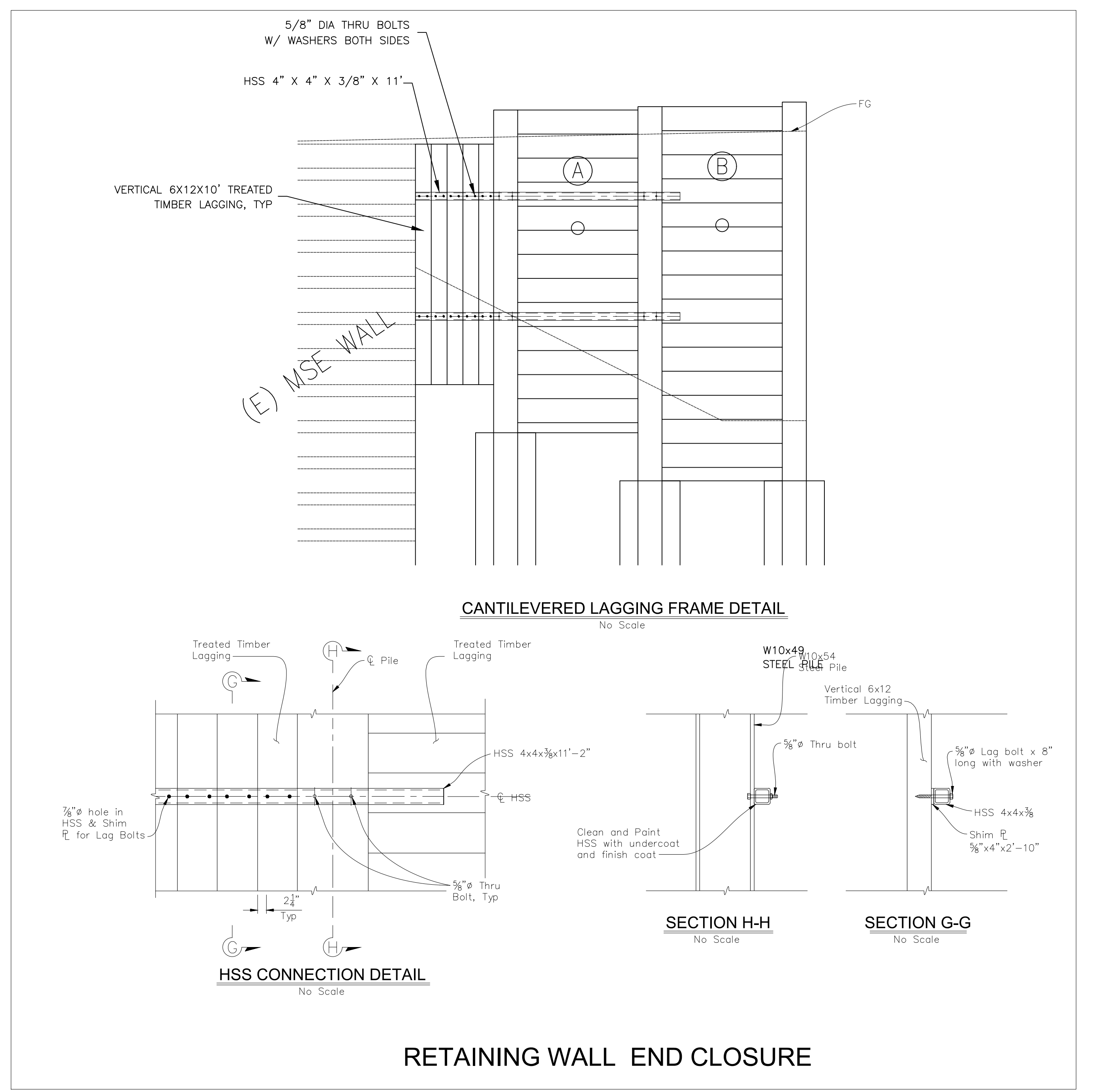
STRUCTURAL STEEL

- ALL WORK DONE UNDER THIS SECTION SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS AND THE CODE OF STANDARD PRACTICE.
- ALL STRUCTURAL STEEL MEMBERS OTHER THAN FASTENERS SHALL BE PAINTED WITH A ZINC RICH RUST INHIBITING PRIMER SUCH AS A TNEVEC BRAND TNEVEC-ZINC, OR THE EQUIVALENT.
- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO FABRICATING THE STEEL MEMBERS. IN THE EVENT OF A DISCREPANCY, NOTIFY THE ENGINEER PRIOR TO PROCEEDING.

TIEBACK ELEVATIONS AT FACE OF WALL	
TIEBACK	ELEVATION
A	142.1100
B	142.2300
C	142.3500
D	142.4700
E	142.5900

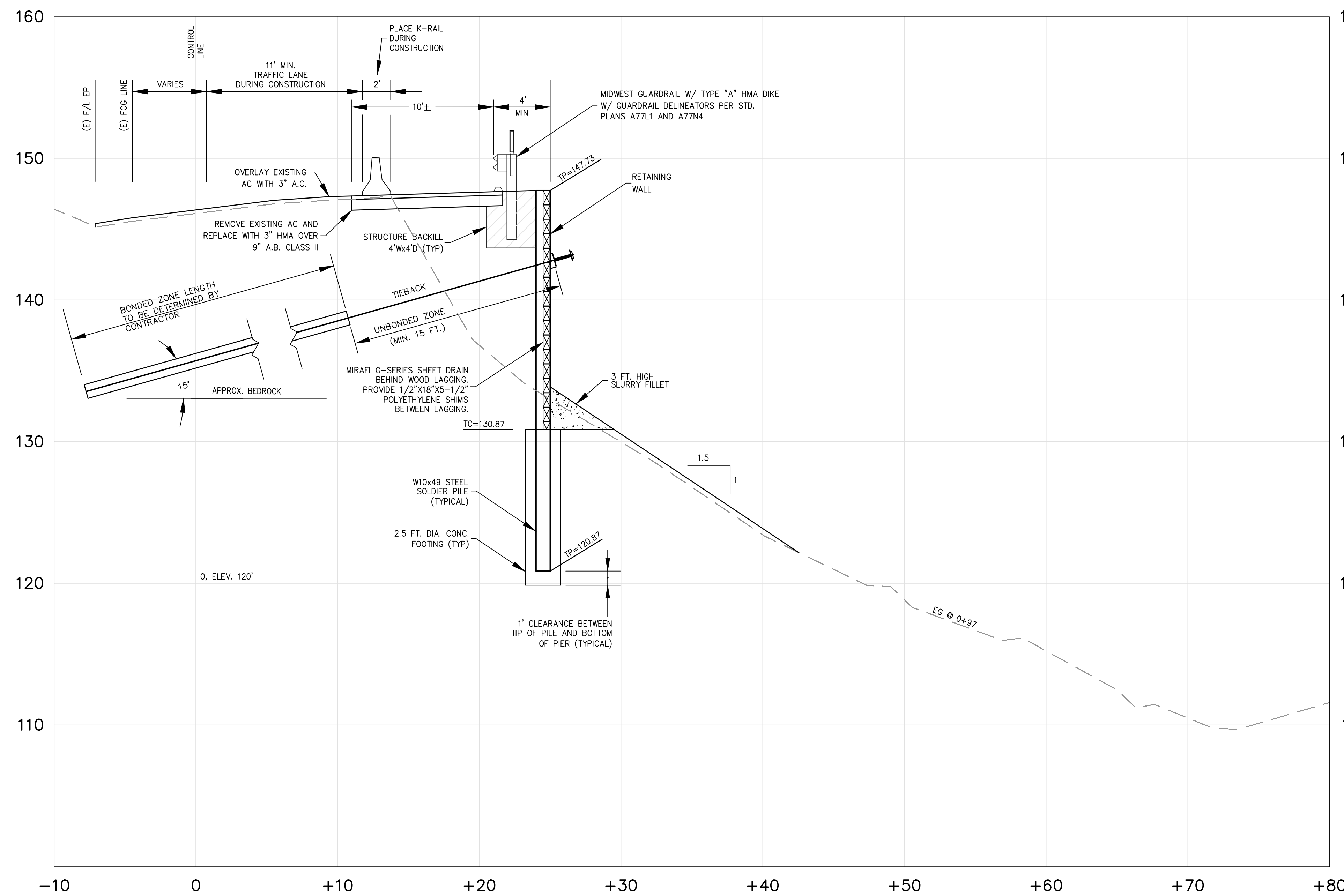
NOTES

- PILE TIP ELEVATIONS ARE TO BOTTOM OF STEEL PILE.
- CONCRETE PIER SHALL PROVIDE 1-FT OF COVER BELOW BOTTOM OF PILE.
- ALL RIGHT ANGLE BENDS IN 6" DIA PVC UNDERDRAIN PIPE SHALL BE FABRICATED FROM TWO 45° ANGLE PIPE FITTINGS



LAGGING DETAILS
No Scale

BY	
REVISION	
DATE	
PROJECT ENGINEER	JOEL LACAGNINA
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	TROUT GULCH PM 1.16 AND 1.18 STORM DAMAGE REPAIR PROJECT
DRAWN:	JSL
CHECKED:	
DATE:	03/24/22
SCALE:	1"=5'
JOB NO.	
SHEET	3 OF 8



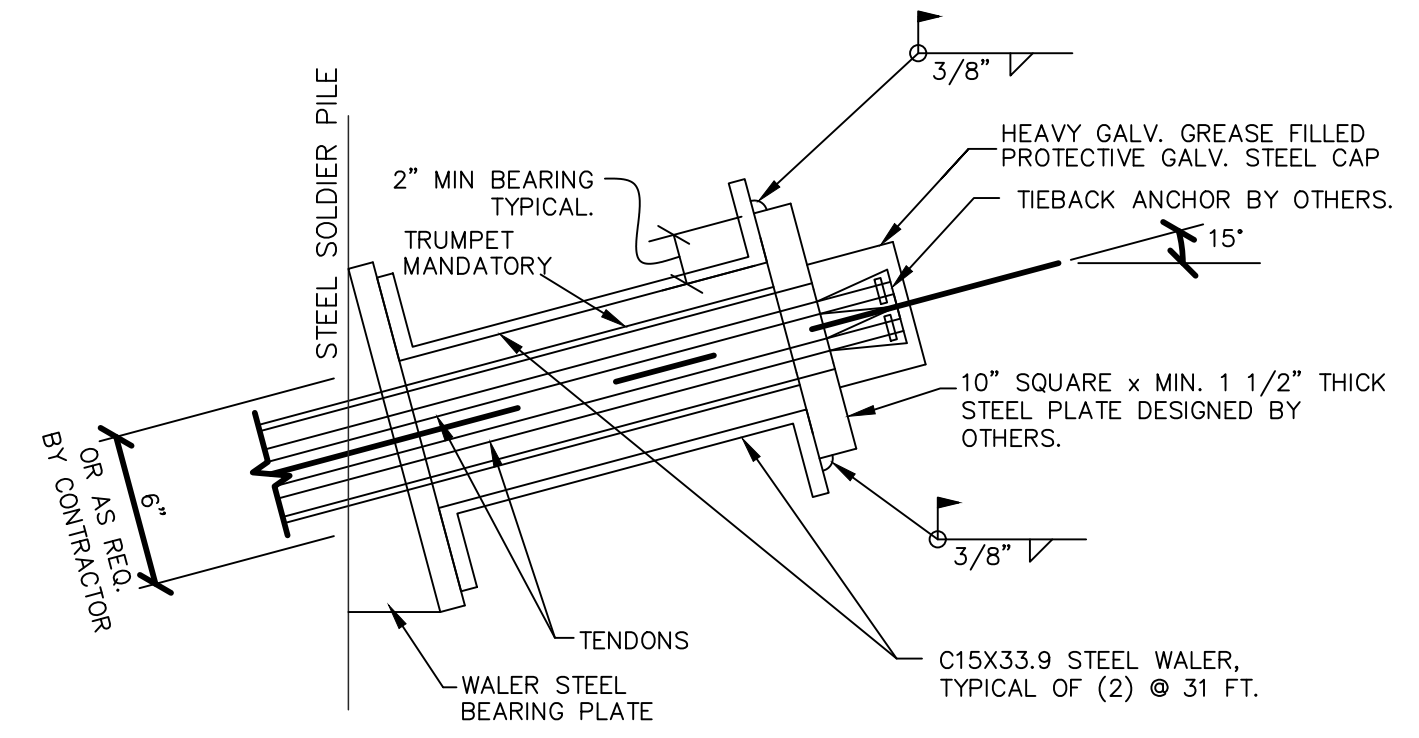
SECTION VIEW STA 0+97
SCALE: 1" = 5' HOR & VERT

TIEBACK NOTES

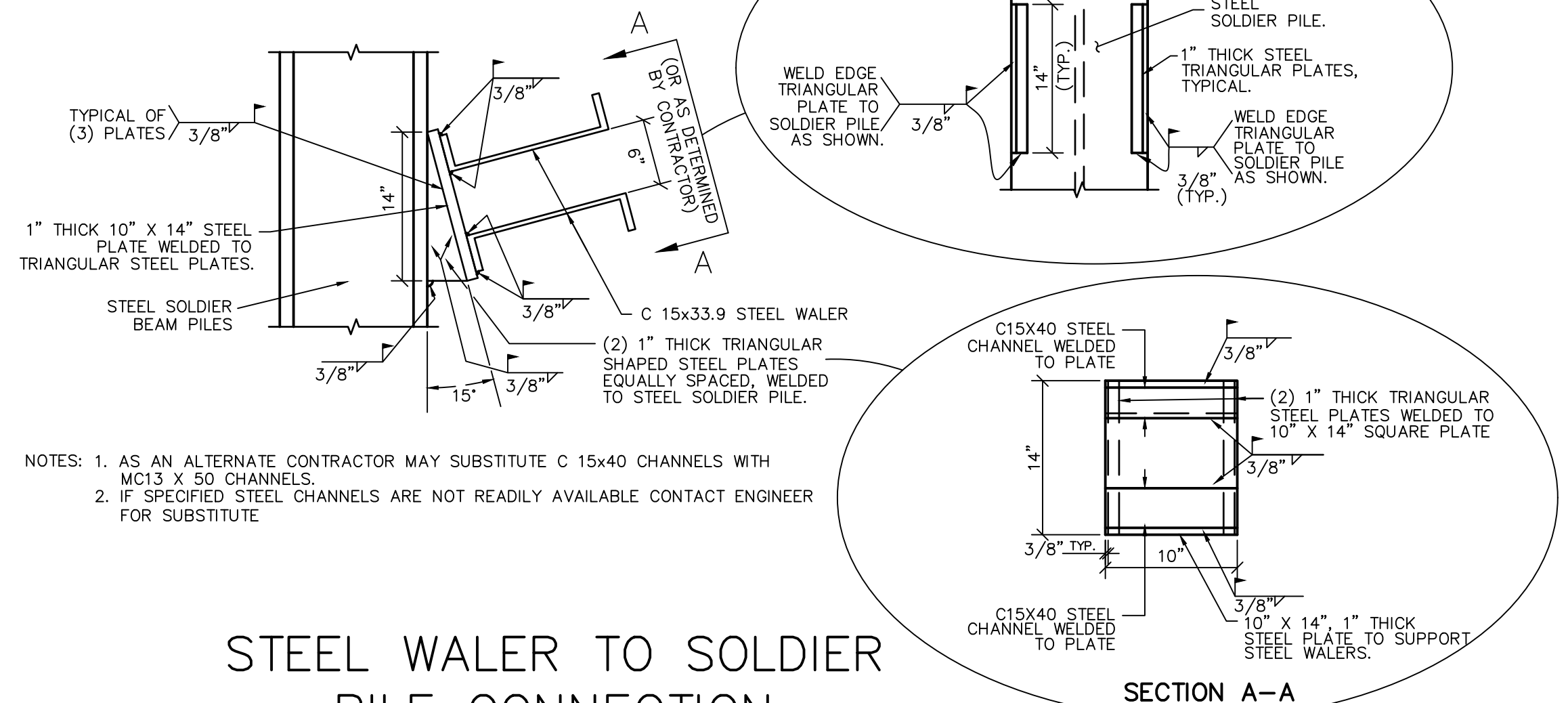
1. THE ABOVE SPECIFIED TIEBACK BONDED LENGTHS HAVE BEEN CALCULATED AND ARE THE ESTIMATED MINIMUM LENGTHS. ACTUAL BONDED LENGTHS WILL BE BASED ON PULL-OUT TEST RESULTS AT THE SITE DURING INSTALLATION.
2. DURING THE PERFORMANCE TEST, CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR DETERMINING BONDING ZONE AND REQUIRED BONDED LENGTH. THE DESIGN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE AND BE ON SITE DURING TIEBACK TESTING.
3. PROOF TEST ON TIEBACKS B, C, & D. PERFORMANCE TEST ON TIEBACK A & E.
4. THE WALL SHALL BE BACKFILLED AND THE WALERS & BEARING PLATES SHALL BE WELDED IN PLACE PRIOR TO TESTING OF TIEBACKS.
5. TEST TENSION = DESIGN TENSION x 1.33 PER GEOTECH REPORT.
6. TIEBACK LOCK-OFF SHALL BE 100% OF DESIGN LOAD.

TIEBACK GROUTING SCHEDULE

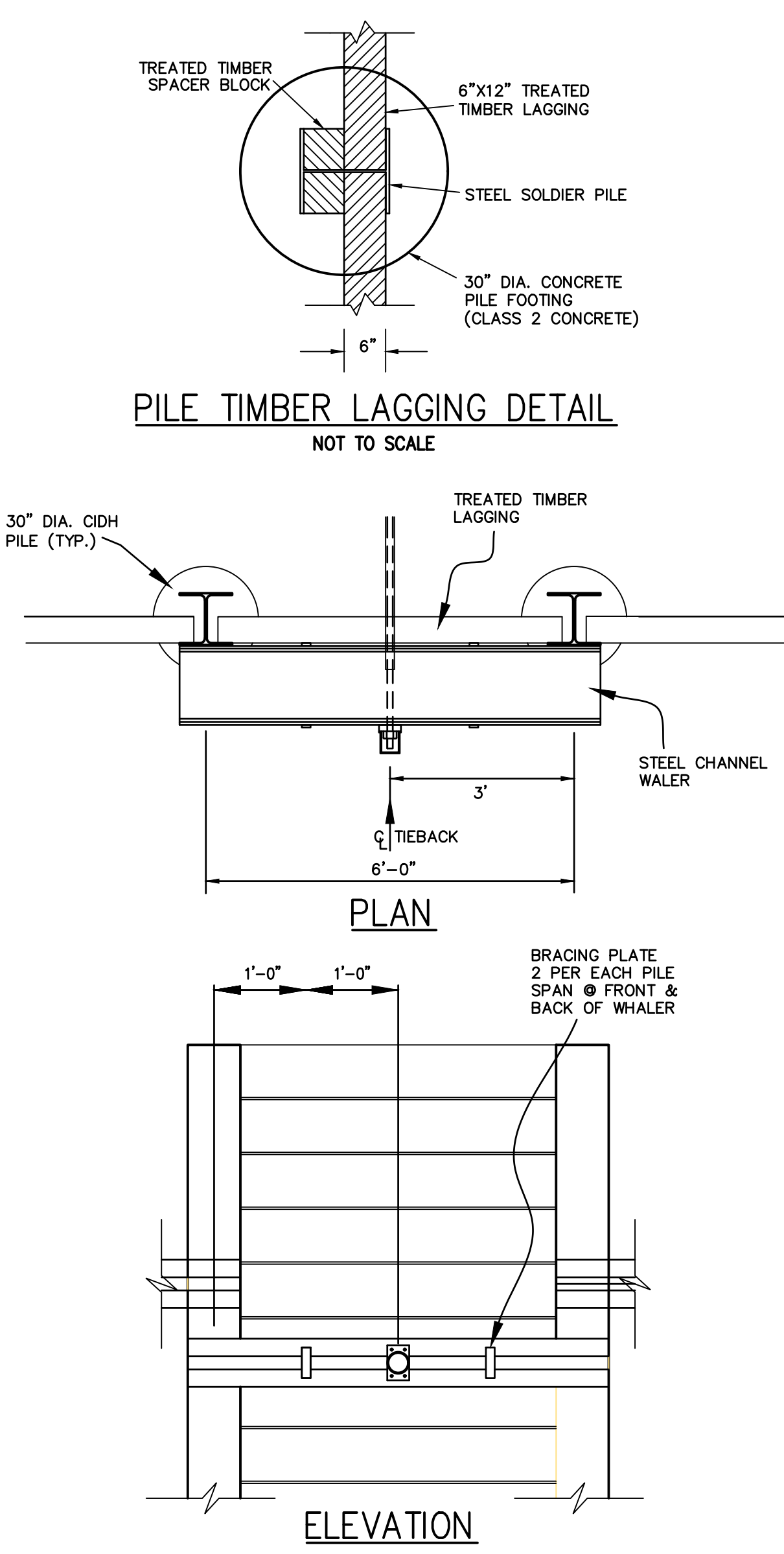
CABLE/ROD DIA.	MIN. UNBONDED LENGTH	EST. BONDED LENGTH (6" DIA GROUT)	DESIGN TENSION	TEST TENSION
1 INCH	15 FT.	10 FT.	79,000 lbs.	105,000 lbs.



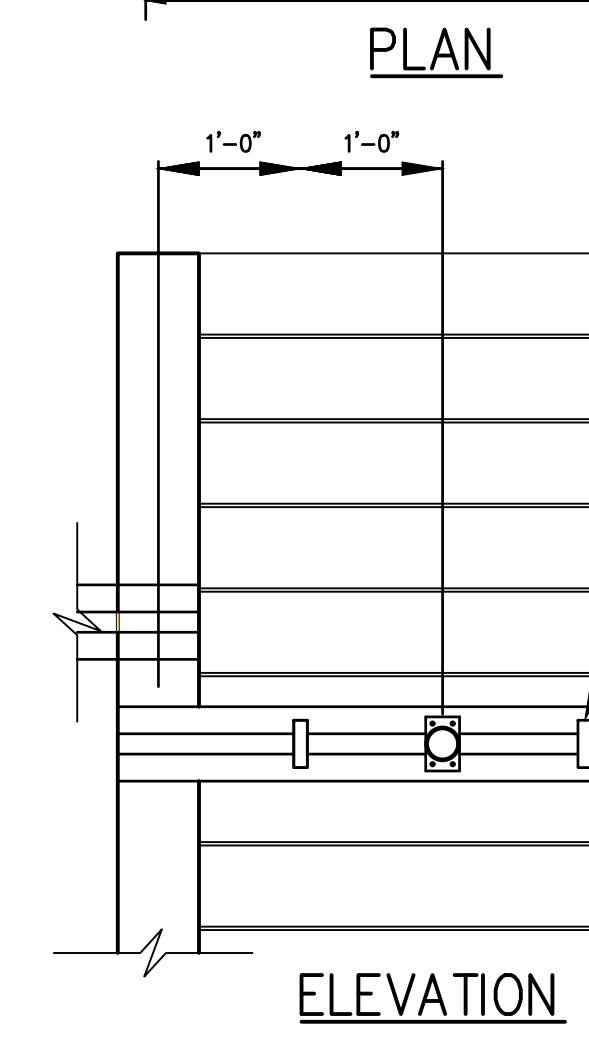
TIE BACK CONNECTION TO STEEL WALER
SCALE: NTS



STEEL WALER TO SOLDIER PILE CONNECTION
NOT TO SCALE



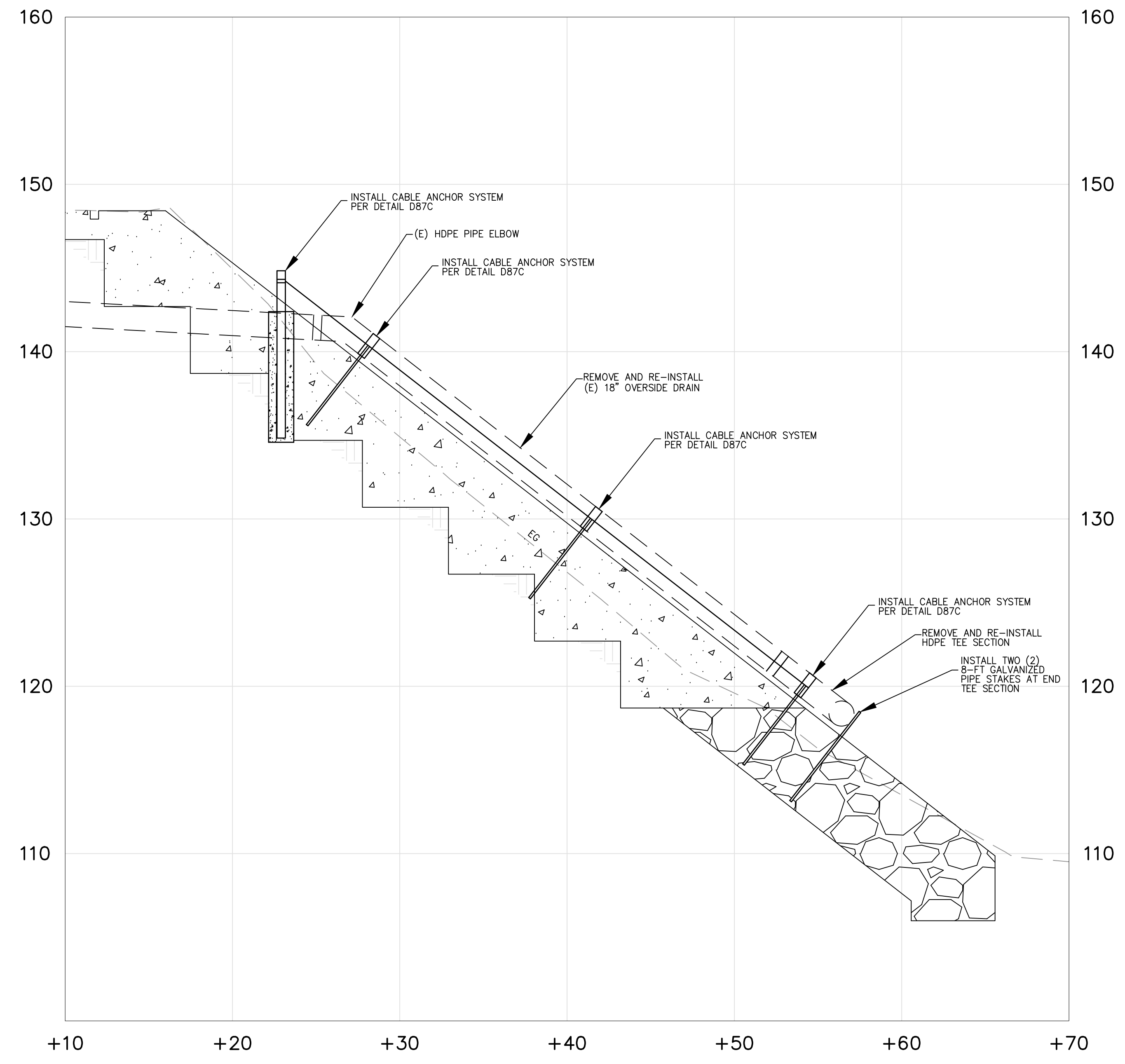
PILE TIMBER LAGGING DETAIL
NOT TO SCALE



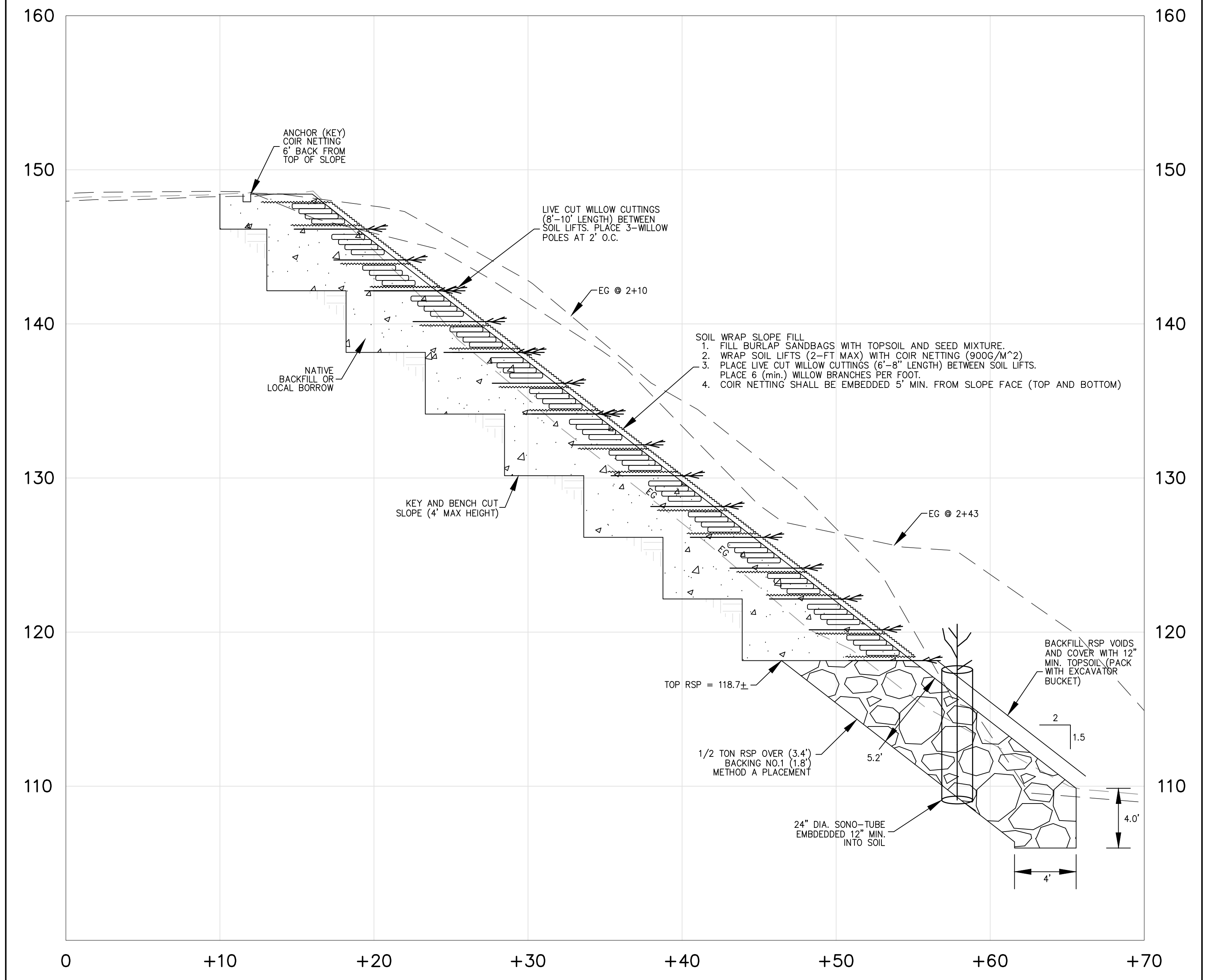
ELEVATION

WALL TYPICAL SECTION & DETAILS

BY	
REVISION	
DATE	
PROJECT ENGINEER	JOEL LACAGNINA
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	TROUT GULCH PM 1.16 AND 1.18 STORM DAMAGE REPAIR PROJECT
DRAWN:	JSL
CHECKED:	
DATE:	03/24/22
SCALE:	1"=5'
JOB NO.	
SHEET	4 OF 8



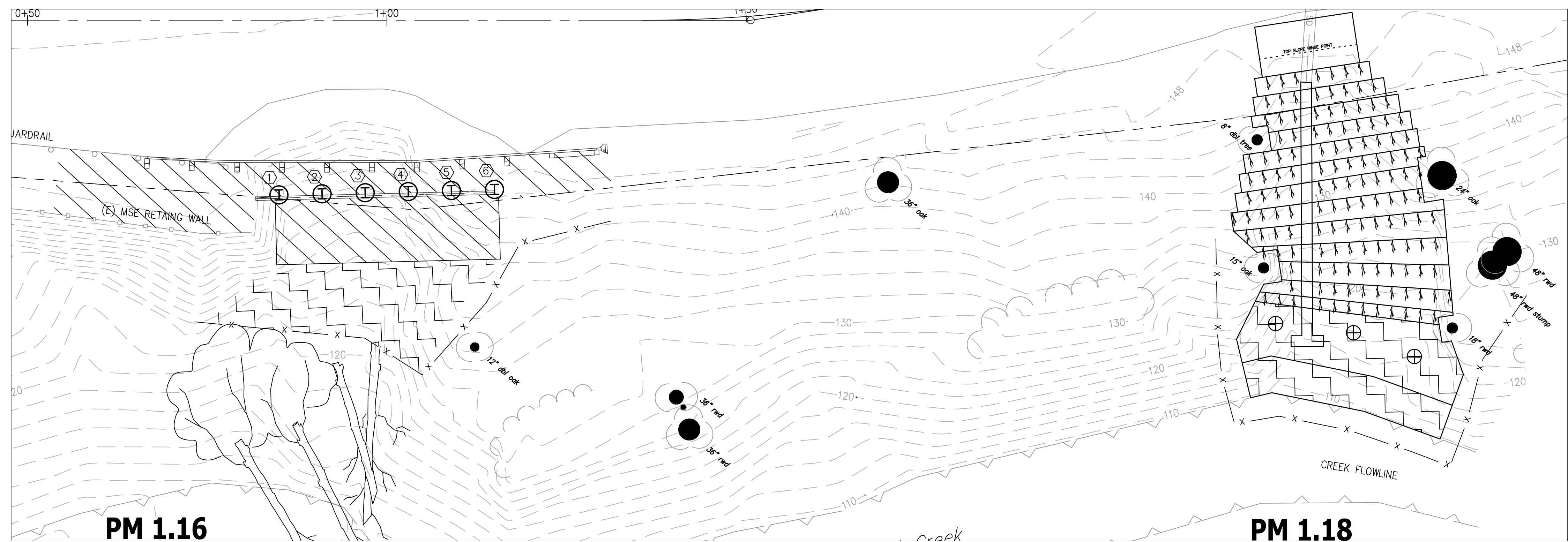
DOWNDRAIN PROFILE STA 2+25
SCALE: 1" = 5' HOR & VERT



RSP & SOIL WRAP STA 2+25
SCALE: 1" = 5' HOR & VERT

PM 1.18 TYPICAL SECTION & DETAILS

BY	
REVISION	
DATE	
PROJECT ENGINEER	JOEL LACAGNINA
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	TROUT GULCH PM(S) 1.16 AND 1.18 STORM DAMAGE REPAIR PROJECT
DRAWN:	JSL
CHECKED:	
DATE:	03/24/22
SCALE:	1"=5'
JOB NO.	
SHEET	5 OF 8



WILLOW POLE CUTTINGS

HARVESTING:
LIVE WILLOW POLE CUTTINGS SHALL BE INSTALLED IN SONA-TUBES AND IN CONJUNCTION WITH THE CONSTRUCTION OF THE ROCK SLOPE PROTECTION (RSP). THIS WORK SHALL BE COORDINATED WITH THE REVEGETATION SUBCONTRACTOR.

LIVE CUTTINGS SHALL BE HARVESTED AND SUBMERSED IN WATER IMMEDIATELY. CUTTINGS SHALL BE SOAKED IN WATER A MINIMUM OF 24 HOURS.

MAKE CLEAN CUTS WITH UNSPLIT ENDS. TRIM BRANCHES FROM CUTTING AS CLOSE AS POSSIBLE. THE BUTT END OF THE CUTTING SHALL BE POINTED OR ANGLED AND THE TOP END SHALL BE CUT SQUARE.

DIAMETER:
POLE CUTTINGS SHALL BE 2-3.5 INCHES IN DIAMETER.
BRUSH LAYERING CUTTINGS SHALL BE 3/8 INCHES MINIMUM DIAMETER.
STAKES SHALL BE 3/4-1.5 INCHES IN DIAMETER.

LENGTH:
POLE CUTTINGS SHALL BE 8-10 FEET IN LENGTH.
BRUSH LAYERING CUTTINGS SHALL BE 6-8 FEET IN LENGTH.
STAKE SHALL BE 18-24 INCHES IN LENGTH.

POLES SHALL BE CUT SO THAT A TERMINAL BUD SCAR IS WITHIN 1-4 INCHES OF THE TOP. AT LEAST 2 BUDS AND/OR BUD SCARS SHALL BE ABOVE THE RSP AFTER PLANTING.

INSTALLATION:

WHEN THE LIVE CUTTINGS ARE REMOVED FROM SOAKING IN WATER, THEY SHOULD BE IMMEDIATELY TRANSPORTED TO THE SITE. DO NOT LEAVE THEM EXPOSED TO DIRECT SUNLIGHT. CUTTINGS MUST BE KEPT MOIST AND COVERED WITH WET BURLAP SACKS DURING TRANSPORT. AT THE CONSTRUCTION SITE CUTTINGS SHALL BE IMMEDIATELY STORED WITH THE BUTT-END IN WATER AND PLACED IN A COOL, HUMID, DARK PLACE UNTIL READY TO PLANT.

PLANT LIVE CUTTINGS AS SHOWN IN DETAILS AND ON PLANTING PLAN.

INSTALL THE LIVE CUTTINGS IN SONA-TUBES AND DURING THE RSP PLACEMENT SUCH THAT THE CUTTINGS ARE DEEPLY INSERTED INTO NATIVE SOIL AND EXTEND UPWARD THROUGH THE RSP. CUTTINGS MUST BE PLANTED WITH BUTT-ENDS INTO THE GROUND. LEAF BUD SCARS OR EMERGING BUDS SHOULD ALWAYS POINT UP. DO NOT DAMAGE THE BUDS. STRIP THE BARK OR SPLIT THE CUTTING DURING INSTALLATION. ALTHOUGH SOME DAMAGE IS TO BE EXPECTED, SPLIT OR EXTREMELY DAMAGED POLES SHALL BE REMOVED AND REPLACED.

CUTTINGS THAT ARE INSTALLED BEFORE THE RAIN HAS MOISTENED THE GROUND TO A MINIMUM DEPTH OF 14" MUST BE WATERED IMMEDIATELY. FILL THE PLANTING HOLE WITH WATER FROM A WATERING TRUCK, 2 GALLONS PER CUTTING. ALLOW WATER TO SOAK IN BEFORE INSERTING CUTTINGS.

CUTTINGS SHALL BE LONG ENOUGH TO REACH INTO THE MIDSUMMER GROUND WATER TABLE, OR A MINIMUM OF 12 INCHES INTO NATIVE SOIL.

IT IS ESSENTIAL TO HAVE GOOD CONTACT BETWEEN THE CUTTING AND SOIL FOR ROOTS TO SPROUT. TAMP THE SOIL AROUND THE CUTTING.

PLANT LEGEND

All areas disturbed by proposed improvements shall be hydroseeded with an approved seed mixture and revegetated as follows:

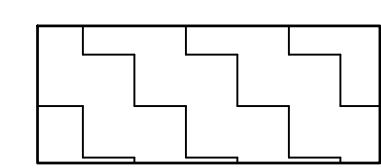
SYM.	(QUANTITY)	SIZE	BOTANICAL NAME - COMMON NAME / SPACING
check ⊕	(15)	Pole Cuttings	6'-10' Salix Lasiolepis - Arroyo Willow (Sona-Tubes)
check PC	(1900)	Branch Cuttings	6'-8' Salix Lasiolepis - Arroyo Willow (Soil Wraps)
check SL	(200)	Stake Cuttings	18"-24" Salix Lasiolepis - Arroyo Willow (Fiber Rolls/RSP)
check RU	(15)	Blackberry Bush	1-gallon Rubus Ursinus - California Blackberry / 6' o.c.
check AM	(10)	Big Leaf Maple	1-gallon Acer Macrophyllum - Big Leaf Maple
check AN	(10)	Box Elder	1-gallon Acer Negundo - Box Elder
check PM	(7)	California Rose	1-gallon Rosa Californica
check PM	(20)	Sword Fern/Rushes	Salvage Onsite Polystichum Munitum Juncus Sp.

HYDROSEEDING

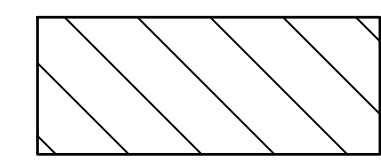
All areas disturbed by the construction project will be hydroseeded.

EROSION CONTROL SEED MIXTURE (lbs./acre)

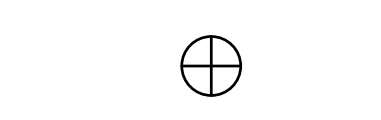
- 10 lbs. Elymus glaucus - Blue Wildrye
- 10 lbs. Bromus carinatus - California Brome
- 15 lbs. Hordeum brachyantherum - Meadow Barley
- 10 lbs. Festuca californica - California Fescue
- 6 lbs. Lupinus bicolor - Bicolor Lupine (Legume seed-pellet inoculated)
- 3 lbs. Eschscholtzia californica - California Poppy



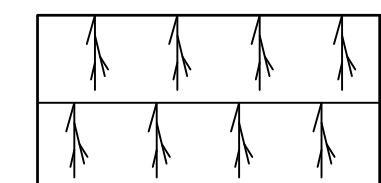
HYDROSEEDING WITH COCONUT BLANKETS, FIBER ROLLS, AND WILLOW STAKES (PM1.16 & PM1.18, BELOW WALL AND RSP)
INSTALL GEOCOIR 400 COCONUT BLANKET, INSTALL FIBER ROLLS WITH (100) LIVE WILLOW STAKES AT 10' O.C., HYDROSEED AND SPREAD DUFF OVER DISTURBED AREAS.
INSTALL (5) BIG LEAF MAPLE & (5) BOX ELDER AT PM1.16
INSTALL (5) BIG LEAF MAPLE & (5) BOX ELDER AT PM1.18
INSTALL (10) SALVAGED SWORD FERN (OR RUSH) AT PM1.16
INSTALL (10) SALVAGED SWORD FERN (OR RUSH) AT PM1.18



CALIFORNIA BLACKBERRY (RUBUS URSINUS) - ALSO INSTALL COCONUT BLANKETS, AND WILLOW STAKES CALIFORNIA ROSE (ROSA CALIFORNICA) - ALSO INSTALL COCONUT BLANKETS, AND WILLOW STAKES
PLANT (10) BLACKBERRY BELOW WALL AT PM 1.16
PLANT (5) BLACKBERRY BEHIND EXISTING & NEW GUARDRAIL AT PM 1.16
PLANT (7) CALIFORNIA ROSE BEHIND EXISTING & NEW GUARDRAIL AT PM 1.16

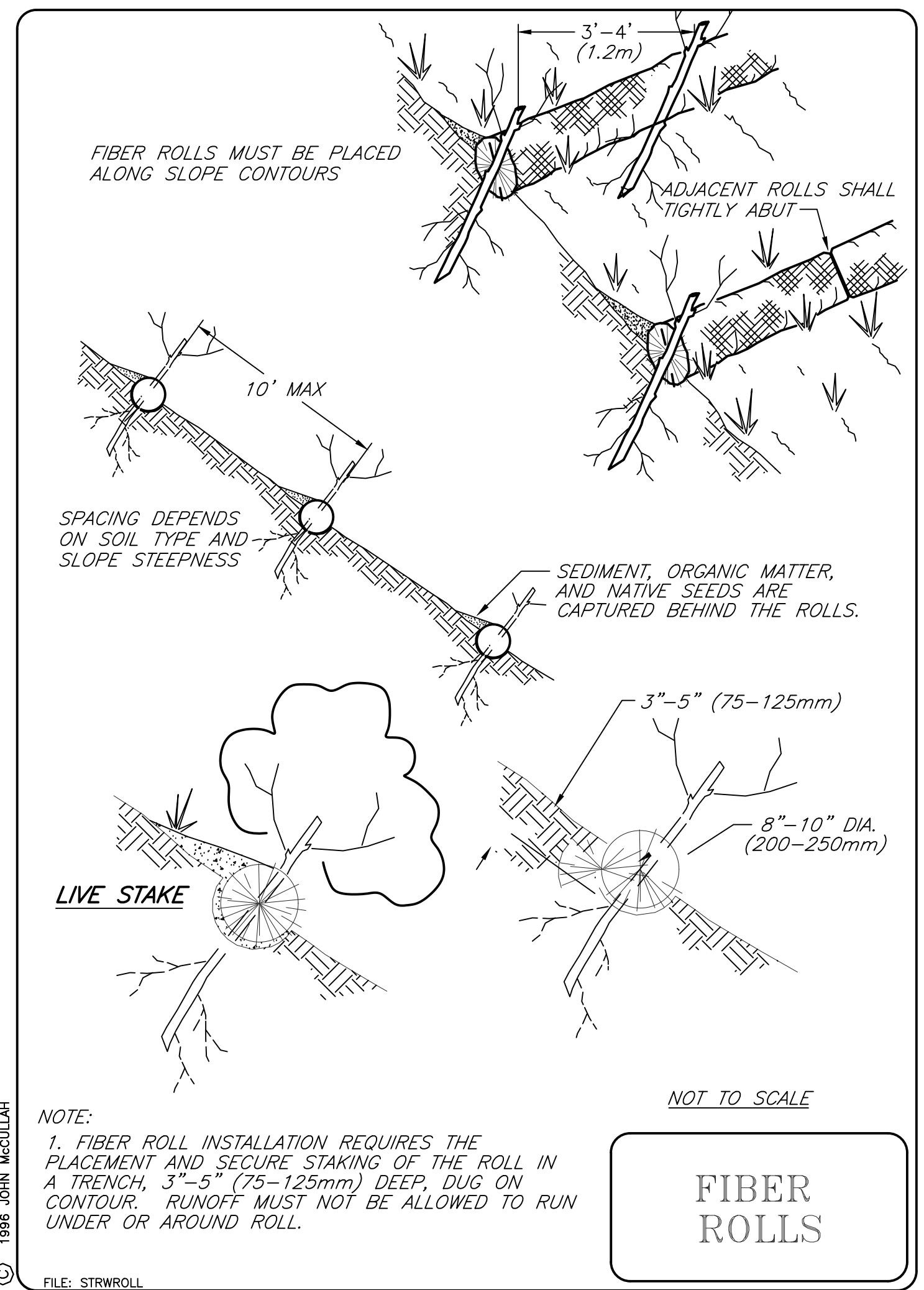


SONA-TUBE IN ROCK SLOPE PROTECTION (PM1.18)
PACK RSP VOIDS WITH TOPSOIL TO FINISHED GRADE (RSP SLOPE SURFACE). INSTALL 24" SONA-TUBES IN RSP AND PLANT WILLOW CUTTINGS IN SOIL SLURRY. SALIX LASIOLEPIS - ARROYO WILLOW / 15 POLE CUTTINGS (3 SONA-TUBES / 5 POLE CUTTINGS PER SONA-TUBE)



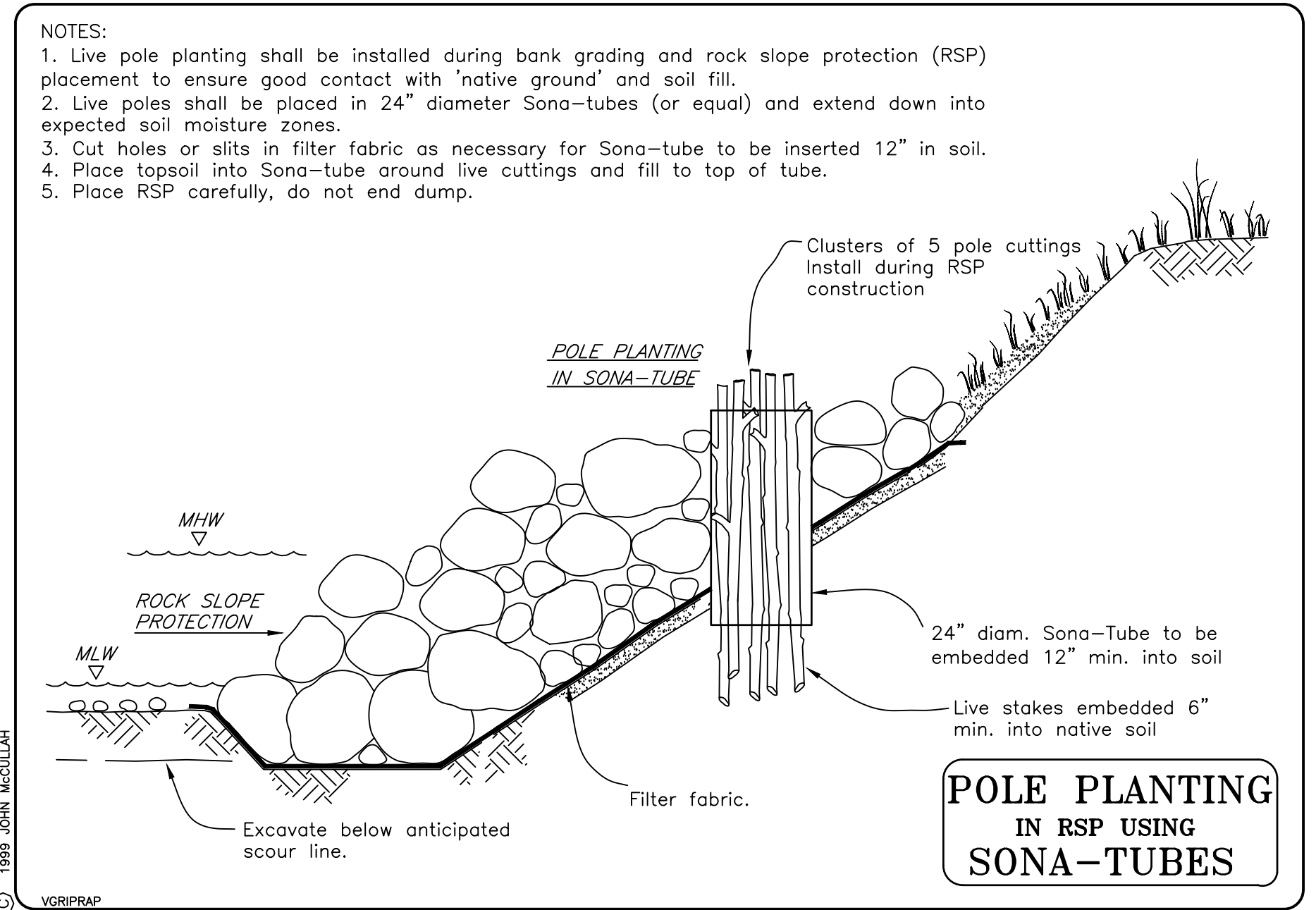
SOIL WRAP SLOPE FILL (PM1.18)
1. FILL BURLAP SANDBAGS WITH TOPSOIL AND SEED MIXTURE.
2. WRAP SOIL LIFTS (2-FT MAX) WITH COIR NETTING (900G/M²).
3. PLACE LIVE CUT WILLOW CUTTINGS (6'-8" LENGTH) BETWEEN SOIL LIFTS. PLACE 6 (min.) WILLOW BRANCHES PER FOOT.
4. COIR NETTING SHALL BE EMBEDDED 5' MIN. FROM SLOPE FACE (TOP AND BOTTOM).

PLAN
SCALE: 1" = 10'



NOTE:
1. FIBER ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" (75-125mm) DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

FIBER ROLLS

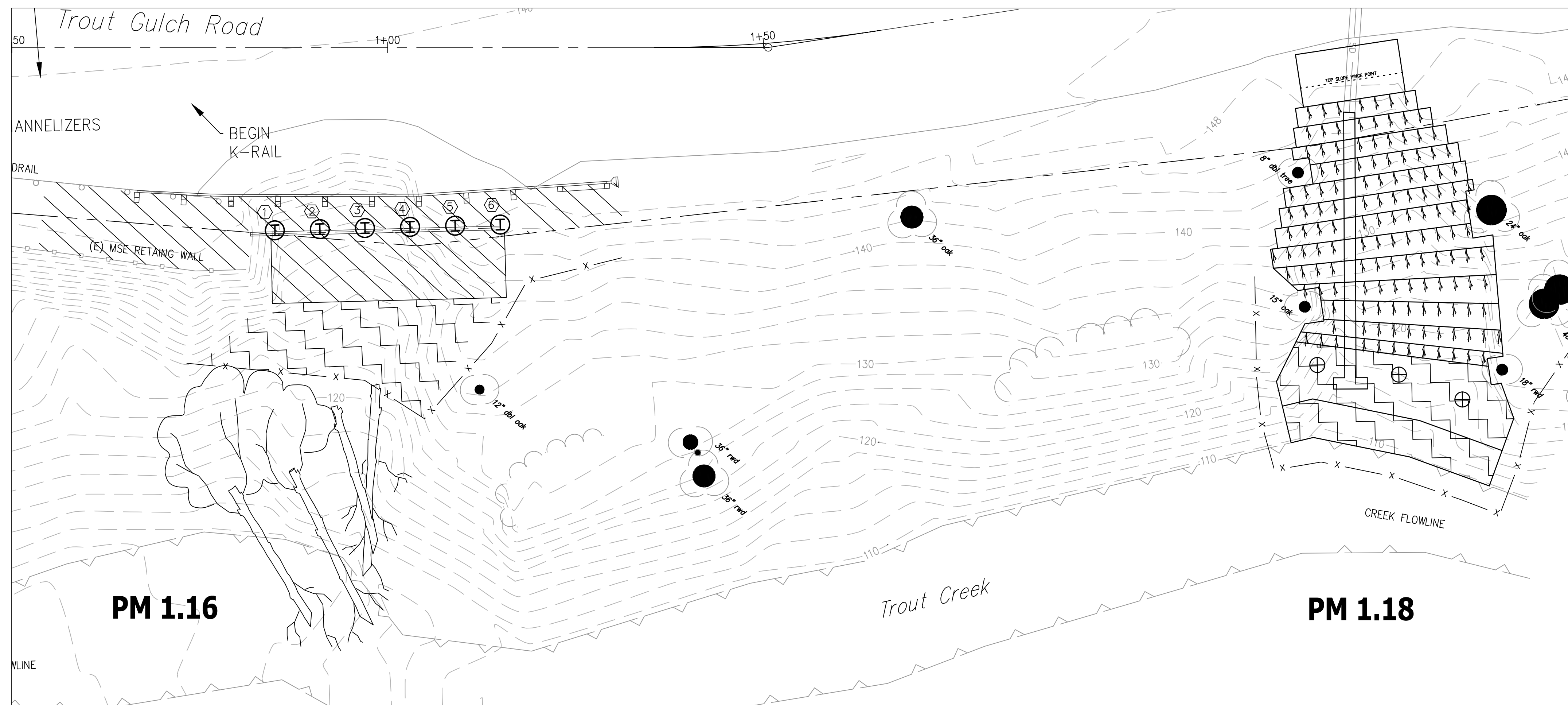


- NOTES:**
1. Live pole planting shall be installed during bank grading and rock slope protection (RSP) placement to ensure good contact with 'native ground' and soil fill.
 2. Live poles shall be placed in 24" diameter Sona-tubes (or equal) and extend down into expected soil moisture zones.
 3. Cut holes or slits in filter fabric as necessary for Sona-tube to be inserted 12" in soil.
 4. Place topsoil into Sona-tube around live cuttings and fill to top of tube.
 5. Place RSP carefully, do not end dump.

POLE PLANTING IN RSP USING SONA-TUBES

REVEGETATION PLAN

BY	
REVISION	
DATE	
PROJECT ENGINEER	JOEL LACAGNINA
DEPARTMENT OF PUBLIC WORKS	TROUT GULCH PM(S) 1.16 AND 1.18 STORM DAMAGE REPAIR PROJECT
COUNTY OF SANTA CRUZ	DEPARTMENT OF PUBLIC WORKS
DRAWN:	JSL
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JOB NO.	
SHEET	6 OF 8



PLAN
SCALE: 1" = 10'

TEMPORARY EROSION CONTROL NOTES

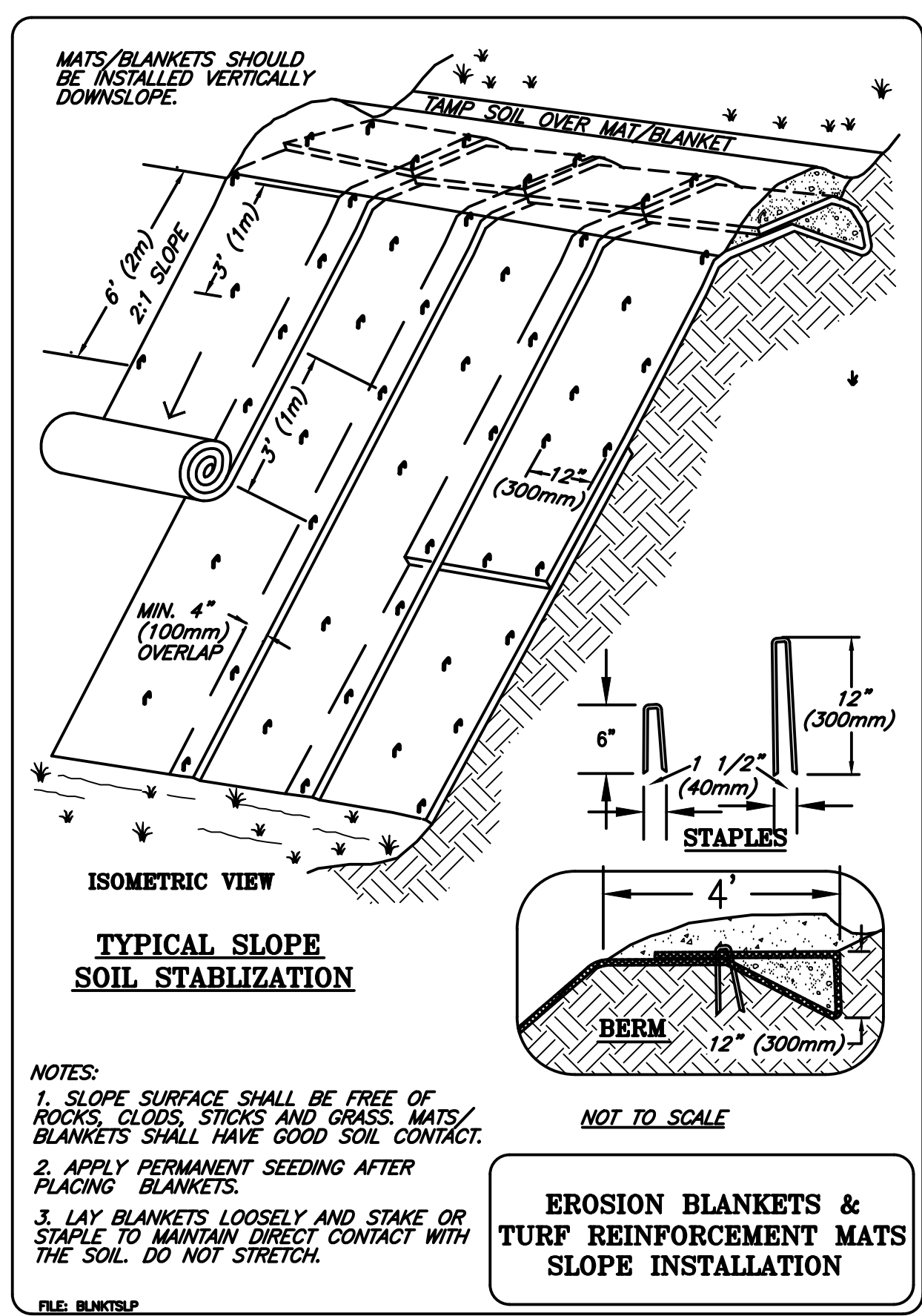
Temporary erosion control shall consist of, but not be limited to, constructing such facilities and taking such measures as are necessary to prevent, control, and abate water, siltation and mud, and erosion damage to public and private property resulting during the construction of this project. Appropriate measures shall be taken as are necessary to prevent siltation. Only clean water runoff will be allowed to enter the waters of Trout Creek. Surface runoff resulting shall be routed away from or around the work site and eroded or graded areas during all construction activities. Any erosion and siltation problems that arise during construction, such as rilling and gully erosion shall be brought to the Engineers attention and mitigated immediately.

The requirements in said Section 7 - 1.01G of the Caltrans Standard Specifications shall apply during the implementation of temporary and permanent erosion control work. The contractor is responsible for submitting a Storm Water Pollution Prevention Plan for temporary erosion control measures for all phases of the work and shall conform to the provisions in CalTrans Std Specifications in Section 7-1.01G, "Water Pollution." The contractor shall submit plans for temporary erosion control measures 24 hours prior to the preconstruction meeting. Plans for temporary erosion control measures must be approved by the County Resource Planner and Engineer prior to construction.

Planning Dept. approved winter erosion control measures shall be fully implemented and put in place for construction work being undertaken after October 1, for the duration of the contract. Applicable and adequate materials (plastic tarps, coir rolls and sand bags) shall be on site. The exposed work area shall be completely covered and secured in advance of all pending rain storms and precipitation. A Planning Dept. authorized inspector shall field review the work site and erosion control work after October 1 and during the course of the all remaining construction work.

BY	
REVISION	
DATE	

PROJECT ENGINEER
JOEL LACAGNINA



EROSION CONTROL BLANKET INSTALLATION

CONSTRUCTION SPECIFICATIONS:
Site Preparation:
 -Proper site preparation is essential to ensure complete contact of the protection matting with the finished or native soil surface.
 -Grade and shape area of installation.
 -Remove all rocks, clods, vegetative or other obstructions so that the installed blankets, or mats will have direct contact with the soil.
 -Prepare seedbed by loosening 2-3 inches (50.8-76.2 mm) of topsoil above final grade.
Seeding:
 -Seed area before blanket installation for erosion control and re-vegetation. All areas disturbed during the installation must be reseeded by hand. Anchoring: - U-shaped wire staples, metal geotextile stake pins, or triangular wooden stakes can be used to anchor mats to the ground surface. Wire staples should be a minimum of 11 gauge. Metal stake pins should be 3/16 inch (4.8 mm) diameter steel with a 1 1/2 inch (38.1 mm) steel washer at the head of the pin. Wire staples and metal stakes should be driven flush to the soil surface. All anchors should be 6-8 inches (0.2-0.5 m) long and have sufficient ground penetration to resist pullout. Longer anchors may be required for loose soils.
Installation on Slopes:
 -Begin at the top of the slope and anchor its blanket in a 6 inch (0.2 m) deep x 6 inch (0.2 m) wide trench. Backfill trench and tamp earth firmly.
 -Unroll blanket downslope in the direction of the creek or streambed.
 -The edges of adjacent parallel rolls must be overlapped 2-3 inches (51-76 mm) and be stapled every 3 feet (0.9 m).
 -When blankets must be spliced, place blankets end over end (shingle style) with 6 inch (0.2 overlap). Staple through overlapped area, approximately 12 inches (0.3 m) apart. -Lay blankets loosely and maintain direct contact with the soil - do not stretch.
 -Blankets shall be stapled sufficiently to anchor blanket and maintain contact with the soil. Staples shall be placed down the center and staggered with the staples placed along the edges. Steep slopes, 1:1 to 2:1, require 2 staples per square yard. Moderate slopes, 2:1 to 3:1, require 1 - 2 staples per square yard (1 staple 3' o.c.). Gentle slopes require 1 staple per square yard.
Installation in channels:
 -Dig initial anchor trench 12 inches (0.3 m) deep and 6 inches (0.2 m) wide across the channel at the lower end of the project area.

BLACK PLASTIC

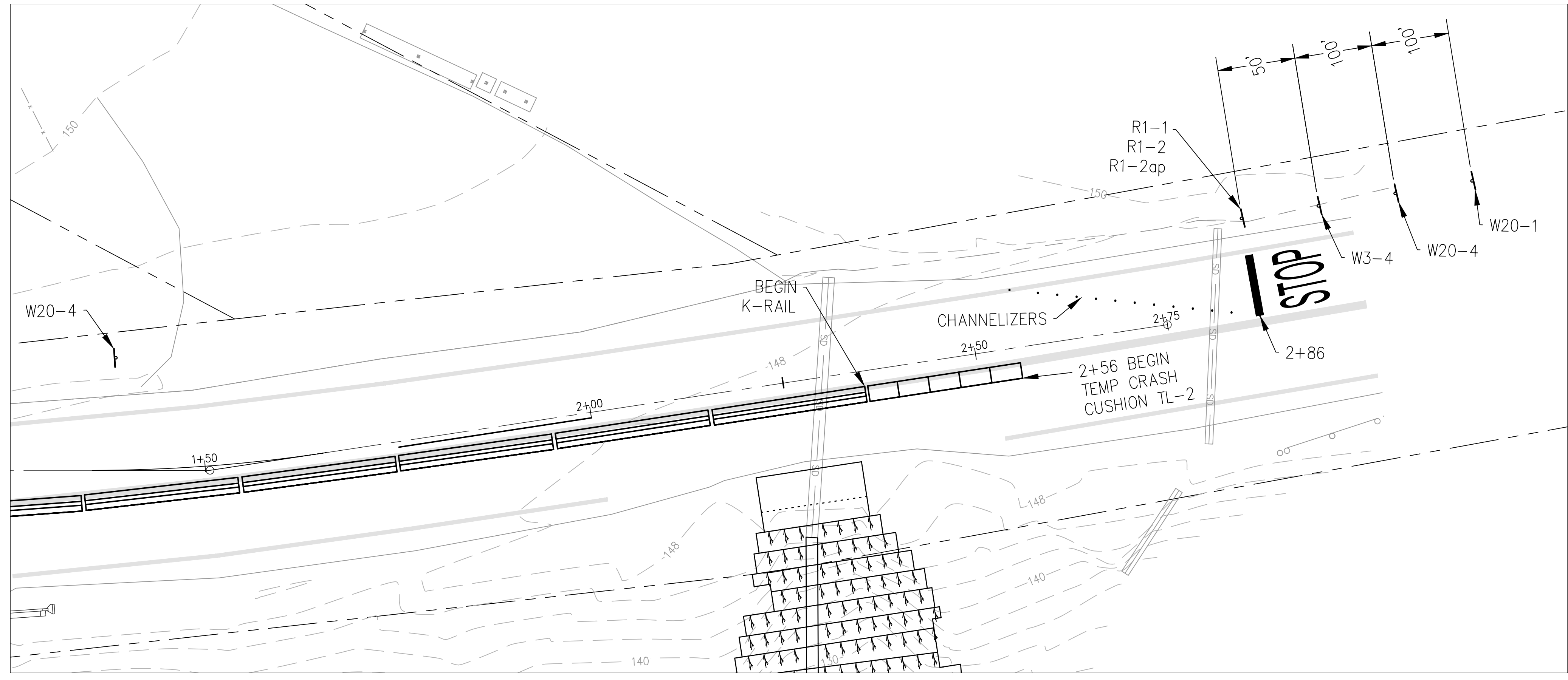
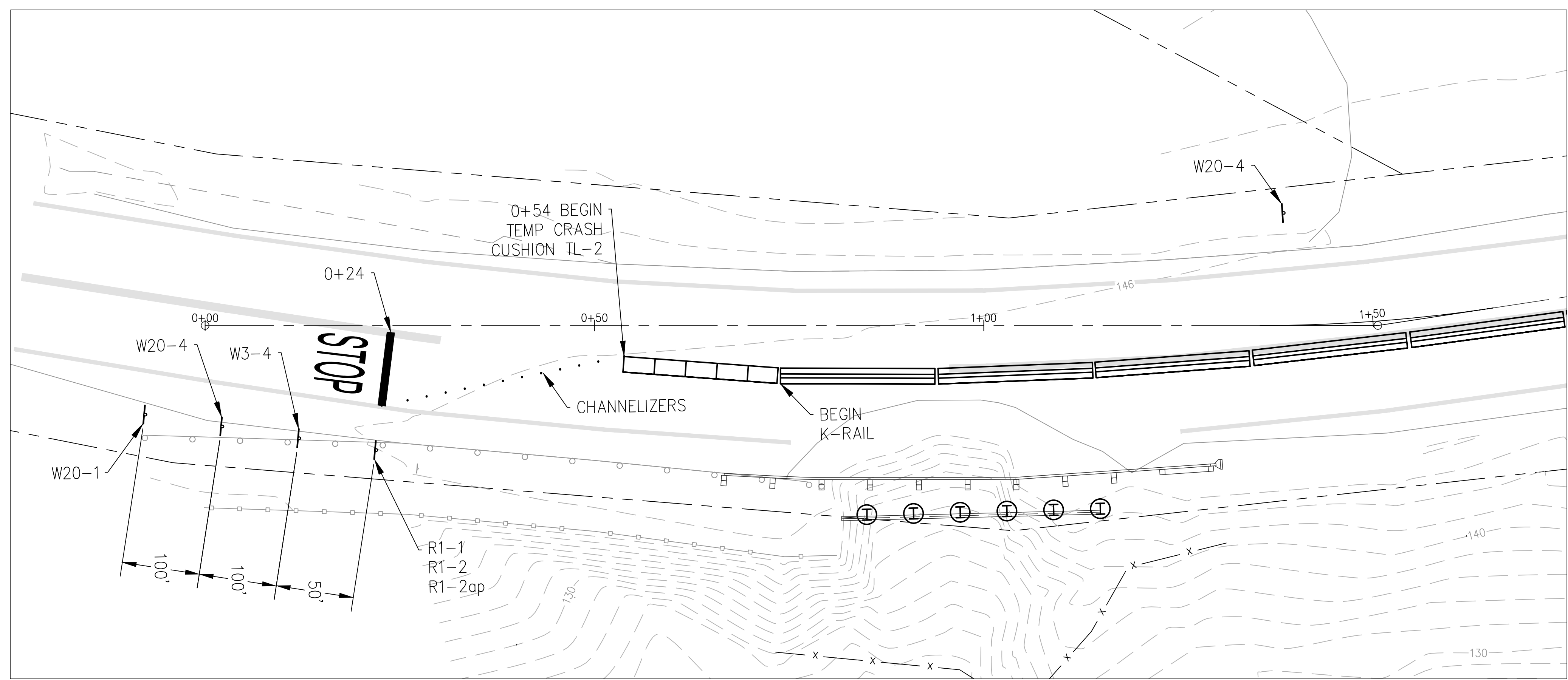
The active work area shall be minimized in terms of exposed soil during winter season (October 1 – May 31) and shall be temporarily covered with black plastic during winter rains or as directed by the engineer. Black plastic sheeting shall have a minimum thickness of 6 mil and shall be keyed in at the top of the slope and firmly held in place with sandbags or other weights placed no more than 10 ft apart. Seams shall be taped or weighted down their entire length, and there shall be at least a 24 inches overlap of all seams. Edges shall be embedded a minimum of 6 inches in soil. Additional sandbag weights shall be tied to ropes at 10 ft apart and anchored at the top (with a 6' long steel post or equal) to hold the plastic sheeting in place on the slope. All sheeting shall be inspected periodically after installation and after significant rainstorms to check for erosion, undermining, and anchorage failure. Any failures shall be repaired immediately. If washout or breakages occurs, the material shall be re-installed after repairing the damage to the slope. Contractor shall have plastic sheeting, sand bag weights, rope and pole anchoring system stored at the project site at all times to temporarily protect the slope during winter rain s (October 1 – May 31). Plastic shall be installed before a storm event or as directed by the engineer. Plastic will concentrate runoff and shall be directed to a drain pipe or to the bottom of the slope to a sediment barrier. The sediment barrier shall include silt fence and straw rolls or equal and installed as specified in the special provisions or as directed by the engineer. Permanent erosion control measures shall be installed as soon as the active construction zone area work is completed. Exposed soil a reas outside the active construction zone shall be hydroseeded, and slopes 3:1 or greater will be covered with erosion control blanket as specified in the special provisions or as directed by the engineer and installed by October 1.

EROSION CONTROL NOTES

- ALL OPERATIONS SHALL CONFORM TO REQUIREMENTS OF THE COUNTY EROSION CONTROL ORDINANCE. THE DESIRED END RESULT OF THE PROPOSED MEASURE IS TO CONTROL SITE EROSION AND TO PREVENT SEDIMENT TRANSPORT OFF THE SITE INTO THE WATERSHED. IT IS THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN TEMPORARY EROSION CONTROL MEASURES TO MEET THIS GOAL AND TO PREVENT EROSION.
 - DISTURBANCE TO NATURAL VEGETATION SHALL BE MINIMIZED WITHIN AREA BELOW COUNTY R/W LINE.
 - BETWEEN OCTOBER 1 AND MAY 31, EXPOSED SOIL SHALL BE PROTECTED FROM EROSION AT ALL TIMES. DURING CONSTRUCTION SUCH PROTECTION SHALL CONSIST OF MULCHING AND/OR PLANTING OF NATIVE VEGETATION OF ADEQUATE DENSITY. BEFORE COMPLETION OF PROJECT ANY EXPOSED SOIL ON DISTURBED SLOPES SHALL BE PERMANENTLY PROTECTED FROM EROSION.
 - SLOPE STABILIZATION SHALL CONSIST OF:
 - REMOVAL OF ALL DEBRIS FROM SLOPE INCLUDING ASPHALT & CONCRETE.
 - HANDRAKING TO SMOOTH OUT THE DIRT SURFACE OF THE SLOPE.
 - SEEDING THE ENTIRE SLOPE WITH AN APPROVED GRASS SEED MIXTURE.
 - PLACING EROSION CONTROL BLANKET OVER THE SEEDED AREA.
 - ALL BLANKET SHALL BE SECURED WITH HEAVY GAUGE WIRE STAPLES.
 - ANY EXCESS MATERIAL SHALL BE DISPOSED OF OFF-SITE OR STOCKPILED IN A MANNER TO AVOID RUNOFF ONTO ADJOINING PROPERTIES AND TROUT CREEK.
 - ANY MATERIAL STOCKPILED DURING CONSTRUCTION SHALL BE COVERED WITH PLASTIC.
 - CONTRACTOR SHALL NOTIFY THE COUNTY OF SANTA CRUZ PLANNING DEPT. (454-3168) AT LEAST 48 HOURS BEFORE ANY EARTHWORK IS COMMENCED.
 - EARTHWORK BETWEEN OCTOBER 1 AND APRIL 15 IS NOT PERMITTED UNLESS AUTHORIZED BY COUNTY OF SANTA CRUZ PLANNING DEPARTMENT.
- NOTE: TEMPORARY STOCK PILING OF SUITABLE MATERIAL FROM EXCAVATION MAY OCCUR IN THE ROADWAY RIGHT-OF-WAY AREA AS DIRECTED BY ENGINEER. ALL UNSUITABLE EXCAVATED MATERIAL SHALL BE DISPOSED OF ON A DAILY BASIS AS DIRECTED BY THE ENGINEER.

TEMPORARY EROSION CONTROL DURING CONSTRUCTION

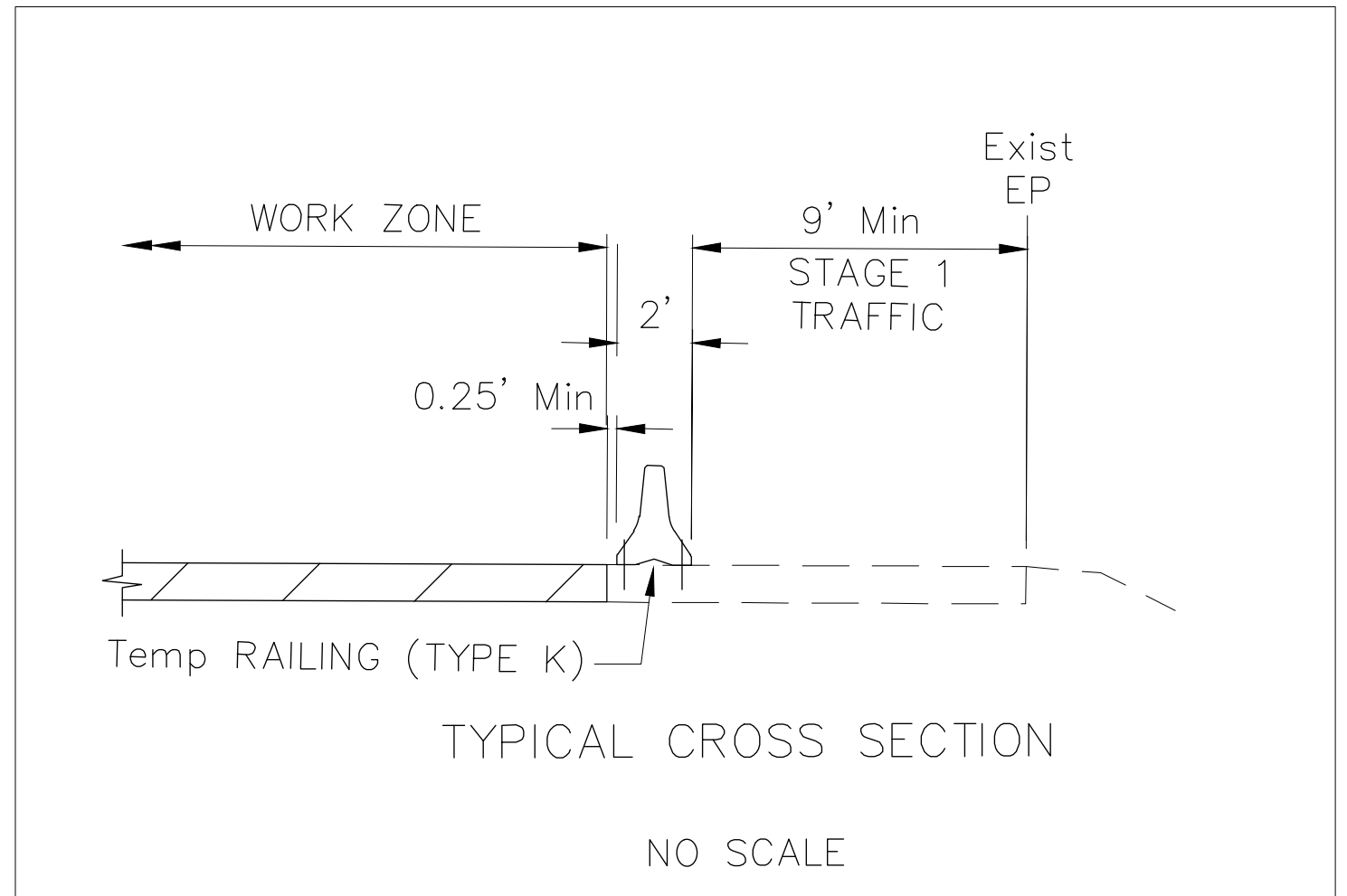
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	PROJECT ENGINEER
TROUT GULCH PM(S) 1.16 AND 1.18 STORM DAMAGE REPAIR PROJECT	JOEL LACAGNINA
DRAWN: JSL	
CHECKED:	
DATE: 03/24/22	
SCALE:	
JOB NO.	
SHEET	
7 OF 8	



MATCH LINE

CONSTRUCTION TRAFFIC CONTROL SIGNS & PAVEMENT MARKINGS

- W20-1 ROAD WORK AHEAD
- W20-4 ONE LANE ROAD AHEAD
- W3-4 BE PREPARED TO STOP
- R1-1 STOP
- R1-2 YIELD TO ONCOMING TRAFFIC
- R1-2ap
- STA 0+24 PLACE TEMP STOP BAR AND PAVEMENT MARKING
- STA 2+86 PLACE TEMP STOP BAR AND PAVEMENT MARKING



TRAFFIC CONTROL PLAN

BY		REVISION	
DATE			
		PROJECT ENGINEER	JOEL LACAGNINA
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS TROUT GULCH PM(S) 1.16 AND 1.18 STORM DAMAGE REPAIR PROJECT		PROJECT ENGINEER	JOEL LACAGNINA
DRAWN: JSL		CHECKED:	
DATE: 03/24/22		SCALE:	
JOB NO.		SHEET	08 OF 08

**COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS**

57.b

**BOOK 1 OF 3
BID BOOK**

**FOR CONSTRUCTION OF
TROUT GULCH ROAD PM 1.16 & 1.18
STORM DAMAGE REPAIR PROJECT**

**FEDERAL PROJECT No. PA-09-CA-4308-PW-00488
FEDERAL PROJECT No. PA-09-CA-4308-PW-01004**

**FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
DATED 2018 AND STANDARD PLANS DATED 2018**

BIDS OPEN: MAY 12, 2022

THIS IS A PREVAILING WAGE PROJECT

- LARGE FILE ATTACHMENTS -

"on file with Clerk of the Board"

Attachments exceeding 30 pages not printed in the downloadable (pdf) full packet are available for viewing electronically on the County's Meeting Portal website:

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[Click on today's meeting date and scroll down to locate the item]

These and additional agenda materials are also available for viewing in person during normal business hours at:

Clerk of the Board of Supervisors
Governmental Center Building, 5th Floor
701 Ocean Street, Santa Cruz, CA 95060

Attachment: Specs Book 1 - Trout Gulch PM 1.16 & 1.18 (Cover Sheet) (12385 : Advertise for Trout Gulch Road PM 1.16 & 1.18 Storm Damage

**COUNTY OF SANTA CRUZ DEPARTMENT
OF PUBLIC WORKS**

BOOK 2 OF 3

**SPECIAL PROVISIONS AND
NOTICE TO BIDDERS**

FOR CONSTRUCTION OF

**TROUT GULCH ROAD PM 1.16 & 1.18
STORM DAMAGE REPAIR PROJECT**

FEDERAL PROJECT No. PA-09-CA-4308-PW-00488

FEDERAL PROJECT No. PA-09-CA-4308-PW-01004

**FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
DATED 2018 AND STANDARD PLANS DATED 2018**

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**COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS**

BOOK 3 OF 3

**REVISED STANDARD
SPECIFICATIONS**

FOR CONSTRUCTION OF

**TROUT GULCH ROAD PM 1.16 & 1.18
STORM DAMAGE REPAIR PROJECT**

FEDERAL PROJECT No. PA-09-CA-4308-PW-00488

FEDERAL PROJECT No. PA-09-CA-4308-PW-01004

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701 Ocean Street, Santa Cruz, CA 95060

COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS NOTICE TO CONTRACTORS

The County of Santa Cruz Department of Public Works is accepting electronic Proposal submissions for the

TROUT GULCH PM 1.16 & 1.18 STORM DAMAGE REPAIR PROJECT

A hard copy of the Contract documents is available for purchase for \$40.00 at the County of Santa Cruz Department of Public Works, Room 410, 701 Ocean Street, Santa Cruz, California. No partial sets will be issued.

A digital copy of the Contract documents is available free of charge and can be downloaded via the online procurement portal, ProcureNow, <https://secure.procurenw.com/portal/santacruzcounty>

Bid opening will occur on May 12, 2022, no later than 2:00 p.m. and soon thereafter, will be publicly opened and read.

This project involves the construction of soldier pile retaining wall, midwest guardrail systems, reconstructed roadway, drainage improvements, erosion control and revegetation.

The successful bidder shall furnish a payment bond and a performance bond. The Contractor shall possess a Class A license at the time that this contract is awarded. The Department of Community Development and Infrastructure hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Bidders are advised that, as required by federal law, the County of Santa Cruz is implementing new Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). The **DBE Contract Goal is 3 percent**. In addition, bidders shall provide documentation showing that adequate good faith efforts were made to meet the goal as required in the Special Provisions.



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Design

(831) 454-2160

Subject: Advertise for Old Santa Cruz Highway PM 1.20 and 1.36 Storm Damage Repair Project

Meeting Date: April 12, 2022

Recommended Actions

- 1) Approve the plans, specifications, and engineer's estimate, and authorize calling for bids for the Old Santa Cruz Highway PM 1.20 and 1.36 2017 Storm Damage Repair project, Federal Project No. PA-09-CA-4308-PW-00485(1);
- 2) Set bid opening for 2:00 p.m. on May 12, 2022, in the Department of Community Development and Infrastructure;
- 3) Direct the Clerk of the Board to advertise the Notice to Contractors for ten days beginning April 17, 2022, per the provisions of Public Contract Code Section 20392;
- 4) Authorize the Deputy CAO/Director of Community Development and Infrastructure to award and sign the contract with the qualified low bidder; and
- 5) Direct Community Development and Infrastructure to return on or before August 9, 2022, for ratification of the contract award.

Executive Summary

Community Development and Infrastructure has prepared plans, specifications and an engineer's estimate for the Old Santa Cruz Highway PM 1.20 and 1.36 2017 Storm Damage Repair project, Federal Project No. PA-09-CA-4308-PW-00087(1). Board approval for the recommended actions is requested to proceed with this project.

Background

Portions of Old Santa Cruz Highway were damaged during the winter 2016-17 storm event. This project will restore the roadway to its pre-disaster condition including the construction of soldier pile walls, grading, drainage improvements, rock slope protection, erosion control, and revegetation. The plans and specifications for the subject project have been placed on file with the Clerk of the Board for your consideration.

Analysis

The Engineer's estimate for the project is \$1,221,107 not including contingency costs, overhead costs, nor engineering costs. The Department of Community Development and Infrastructure has received authorization from FEMA to proceed with the

construction of the project.

Financial Impact

The construction project is estimated to cost \$1,221,107. An Emergency Relief Grant through FEMA will cover a majority of the costs for the project. SB1 funds will provide any local match required to complete the project. The project is accounted for in the Road Fund (GL Key 621217/62330).

Strategic Plan Elements

3.A (Reliable Transportation - Regional Mobility)

The installation of soldier pile walls and drainage improvements will restore the road to pre-disaster conditions.

3.C (Reliable Transportation: Local Roads)

The Department of Community Development and Infrastructure 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 Plans - Old Santa Cruz Highway PM 1.20 and 1.36 (eSign)
- b Specs Book 1 - Old Santa Cruz Highway PM 1.20 and 1.36 (Cover Sheet)
- c Specs Book 1 - Old Santa Cruz Highway PM 1.20 and 1.36 (51 pages, online and on file)
- d Specs Book 2 - Old Santa Cruz Highway PM 1.20 and 1.36 (Cover Sheet)
- e Specs Book 2 - Old Santa Cruz Highway PM 1.20 and 1.36 (55 pages, online and on file)
- f Specs Book 3 - Old Santa Cruz Highway PM 1.20 and 1.36
- g Specs Book 3 - Old Santa Cruz Highway PM 1.20 and 1.36 (295 pages, online and on file)
- i Notice to Contractors - Old Santa Cruz Highway PM 1.20 and 1.36

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	
PM 1.20	
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3	TYPICAL CROSS SECTIONS
4	REMOVAL PLAN
5	LAYOUT
6	CONSTRUCTION DETAIL
7	PAVEMENT ELEVATION PLAN
8	EROSION CONTROL PLAN
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10	DRAINAGE PROFILE
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12	TRAFFIC HANDLING PLAN
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11	DETOUR PLAN
12	TRAFFIC HANDLING PLAN
13-15	RETAINING WALL PLANS

**COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS**

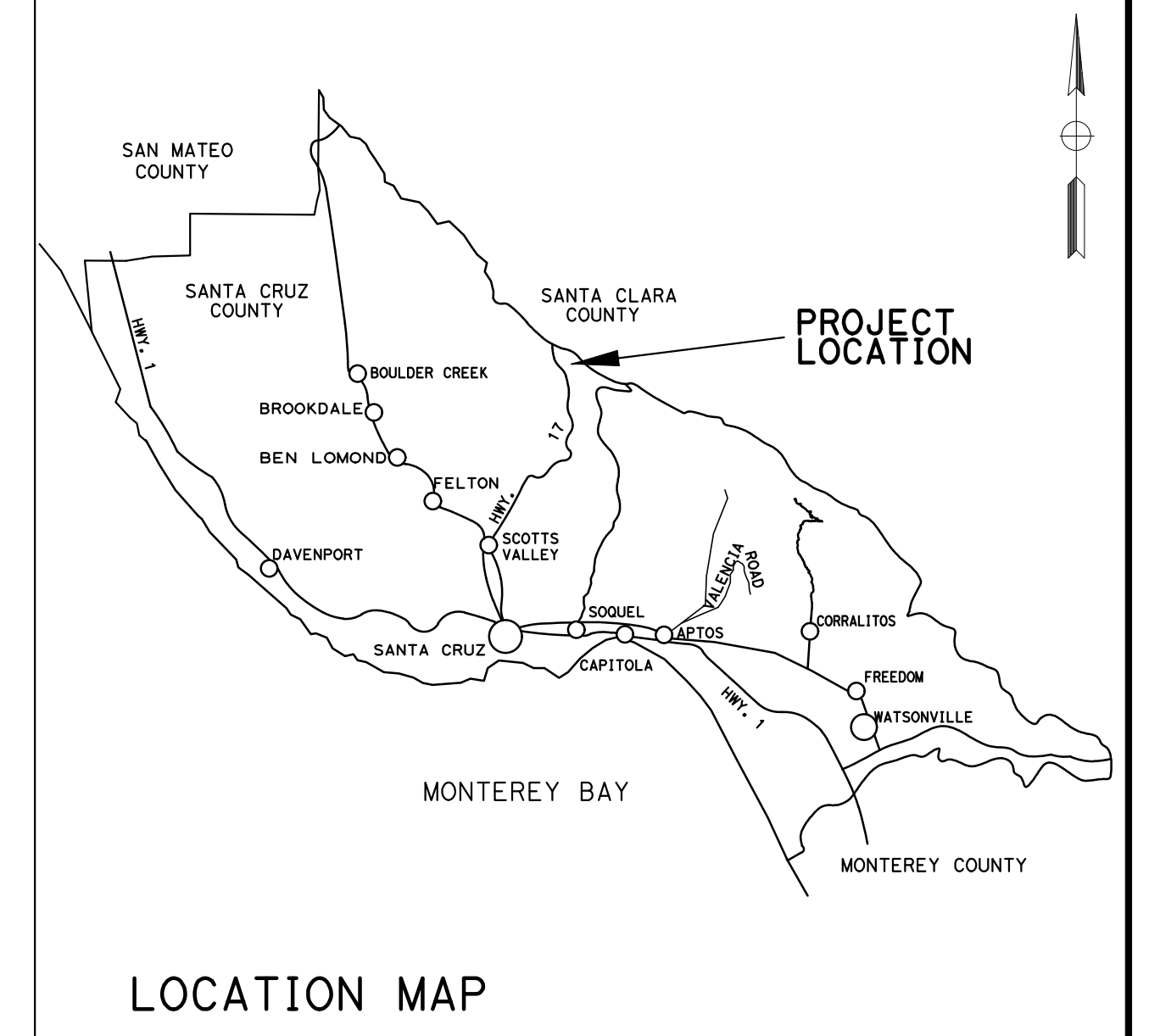
PROJECT PLANS FOR CONSTRUCTION ON

**OLD SANTA CRUZ HIGHWAY
STORM DAMAGE REPAIR PROJECT
P.M. 1.20 AND 1.36**

**FEMA 4308-DR-CA,
PA# 087-99087-01 & PW # 485-SZSC19C**

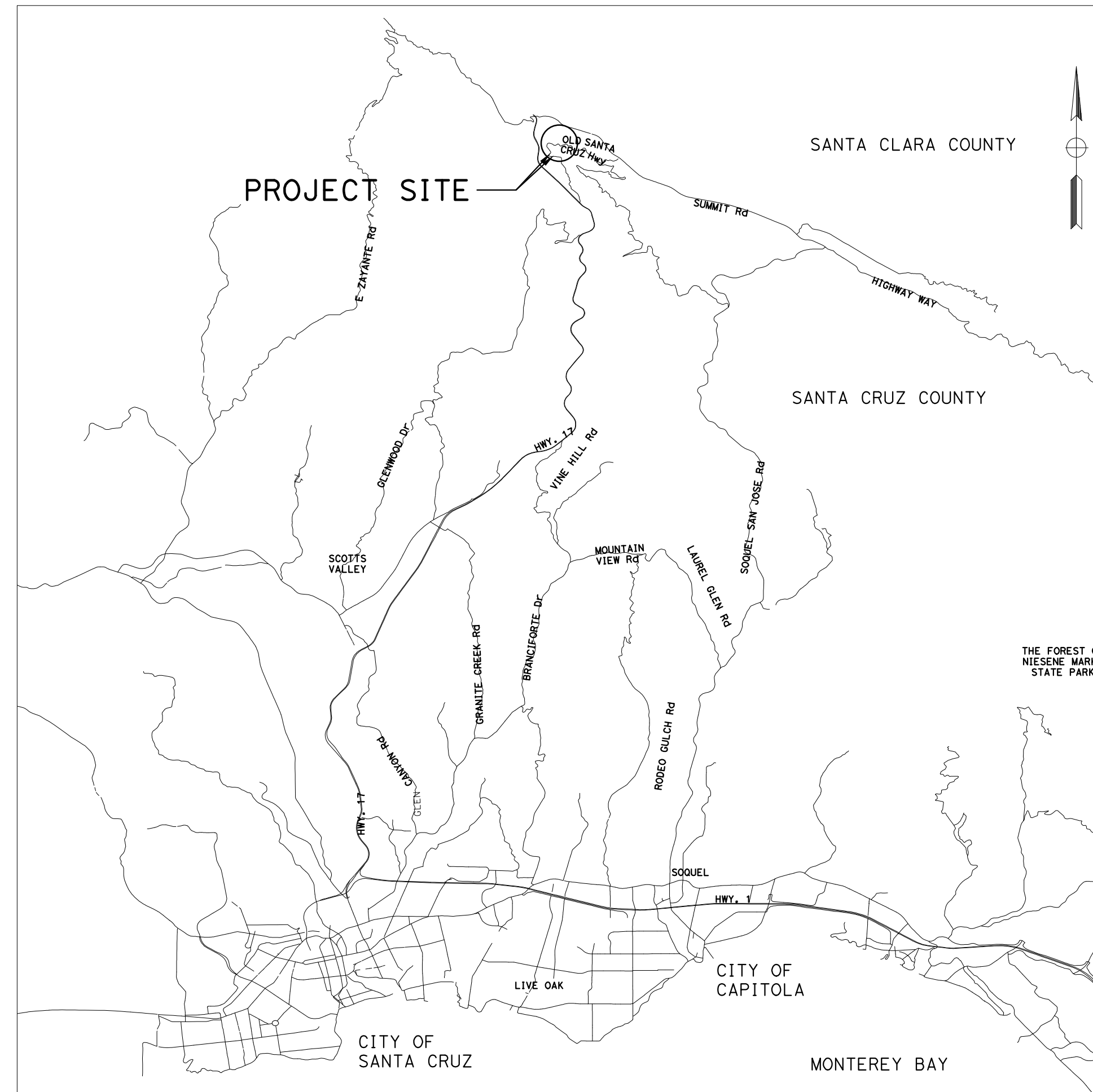
To be supplemented by Caltrans Standard Plans dated 2018

DIST	COUNTY	ROUTE	POST MILE OF PROJECT	SHEET No.	TOTAL SHEETS
05	Scr	N/A	1.20 AND 1.36	1	28



GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO CONTRACT SPECIAL PROVISIONS, THE COUNTY OF SANTA CRUZ DESIGN CRITERIA, THE STANDARD SPECIFICATIONS AND STANDARD PLANS DATED 2018 OF THE STATE OF CALIFORNIA.
- THERE SHALL BE NO CHANGES IN THE APPROVED IMPROVEMENT PLANS WITHOUT PRIOR APPROVAL BY THE ENGINEER.
- PLEASE CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 811 OR 800-227-2600 BEFORE DIGGING.
- THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE APPROVED BY THE ENGINEER.
- THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OF ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK OF THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
- THE CONTRACTOR SHALL POSSESS A CLASS "A" LICENSE ISSUED BY THE STATE OF CALIFORNIA AT THE TIME THE CONTRACT IS AWARDED.
- LOCATIONS OF UTILITY FACILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE EXACT LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



VICINITY MAP
NO SCALE

[Signature]
Design Engineer

Senior Design Engineer

Assistant Director of Public Works
Transportation Division

Director of Public Works

Chair, Board of Supervisors

Date approved by Board of Supervisors

County Job No.	320166
----------------	--------

Reviewed by:
Carlisa Duran, P.E.
Construction Engineer

Reviewed by:
Alex Sandoval
Road Superintendent

Reviewed by:
RUSSEL CHEN, P.E.
Traffic Engineer

Attachment: Plans - Old Santa Cruz Highway PM 1.20 and 1.36 (eSign) (12387) - Addendum for Old Santa Cruz Highway PM 1.20 and 1.36 Storm Damage Repair Project

NOTES:

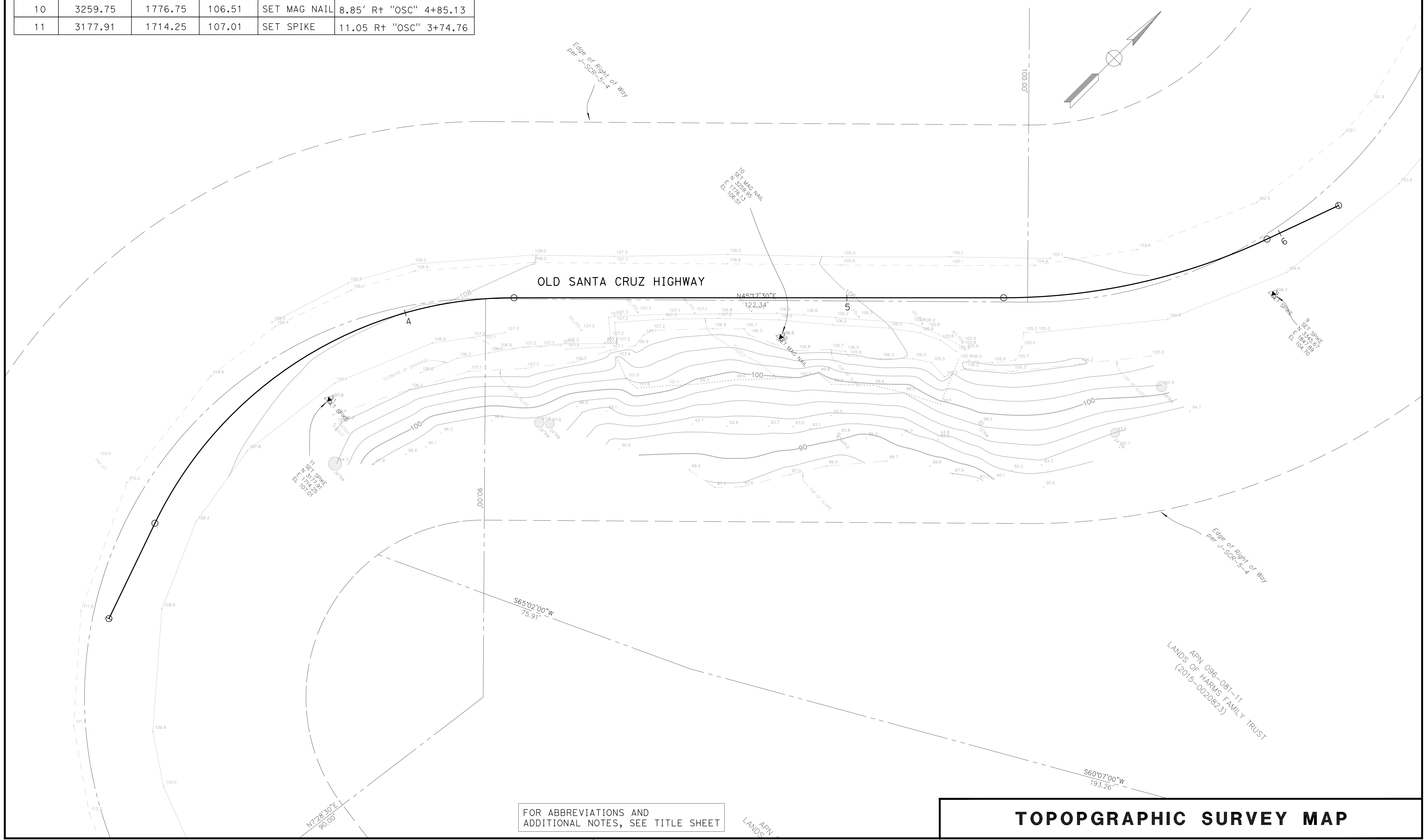
- 1. ELEVATIONS ARE BASED ON ASSUMED DATUM. JOB BENCH MARK = POINT 1 ELEVATION 100.00 FEET (ASSUMED)

PROJECT CONTROL

PROJECT ID	NORTHING	EASTING	ELEVATION	DESCRIPTION	OFFSET/STATION
9	3345.67	1847.89	104.70	SET SPIKE	11.88' R+ "OSC" 5+93.18
10	3259.75	1776.75	106.51	SET MAG NAIL	8.85' R+ "OSC" 4+85.13
11	3177.91	1714.25	107.01	SET SPIKE	11.05 R+ "OSC" 3+74.76

LEGEND:

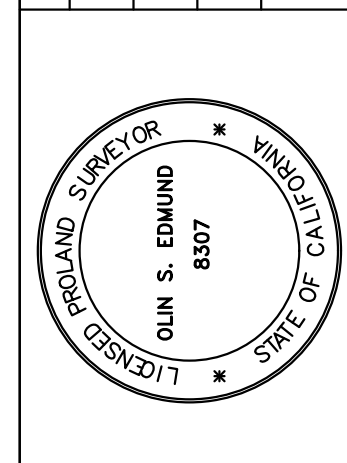
- SURVEY CONTROL POINT SET AS NOTED
- EDGE OF PAVEMENT
- JOINT OVERHEAD UTILITY LINE
- TOP/TOE OF SLOPE
- TARP
- TREE
- EDGE OF RIGHT OF WAY
- CENTERLINE OF RIGHT OF WAY
- EDGE OF TRAVEL WAY



FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

TOPOGRAPHIC SURVEY MAP

BY	REVISION	DATE



COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
PROJECT ENGINEER
 OLIN S. EDMUND

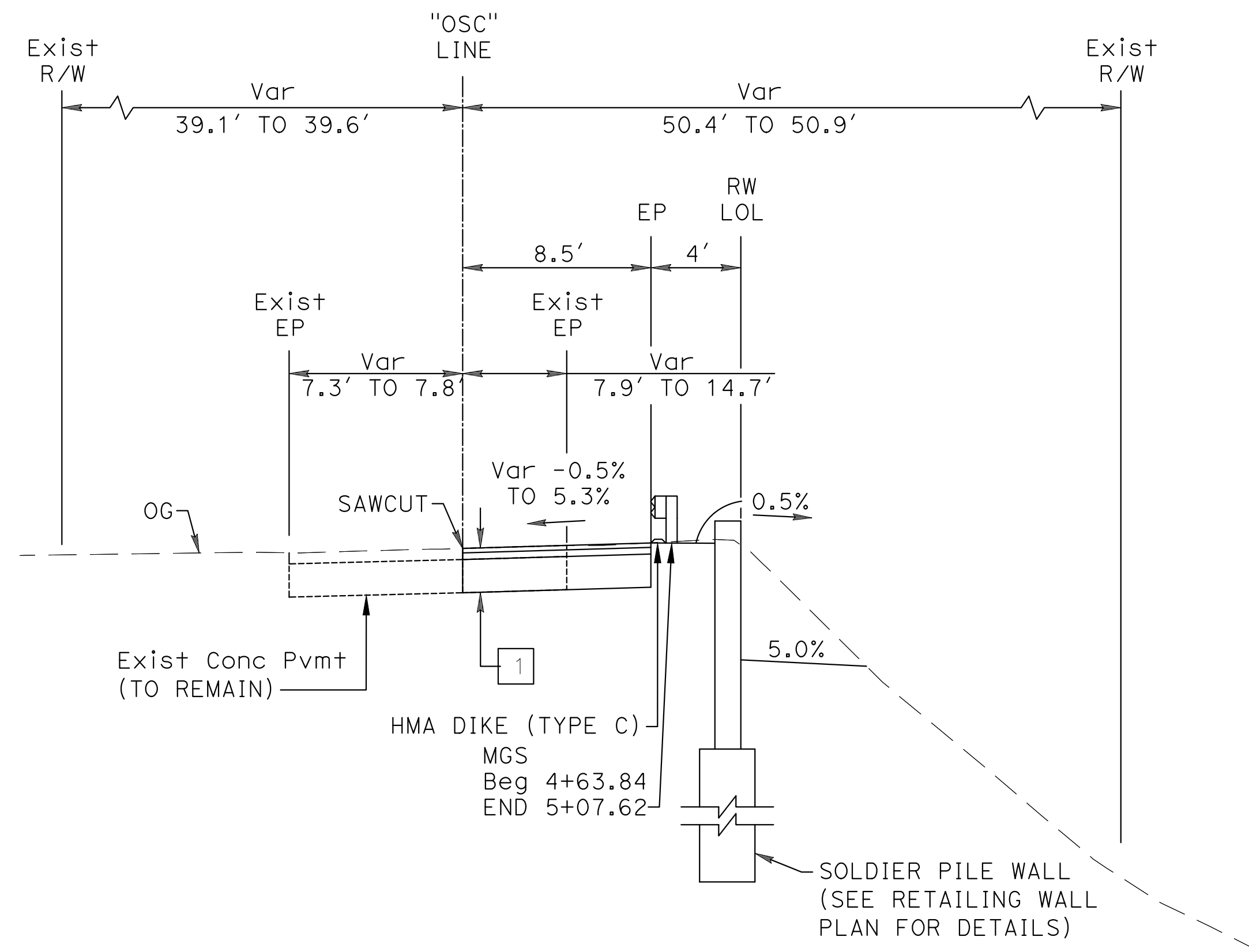
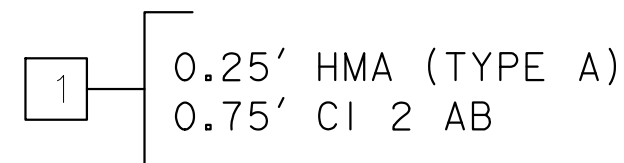
OLD SANTA CRUZ HWY P.M. 1.20 STORM DAMAGE REPAIR PROJECT

DRAWN: S. HUYNH
 CHECKED: S. PAVULURI
 DATE: 2/1/2022
 SCALE: 1"=10'
 JOB NO. 320166
 SHEET
 2 OF 14

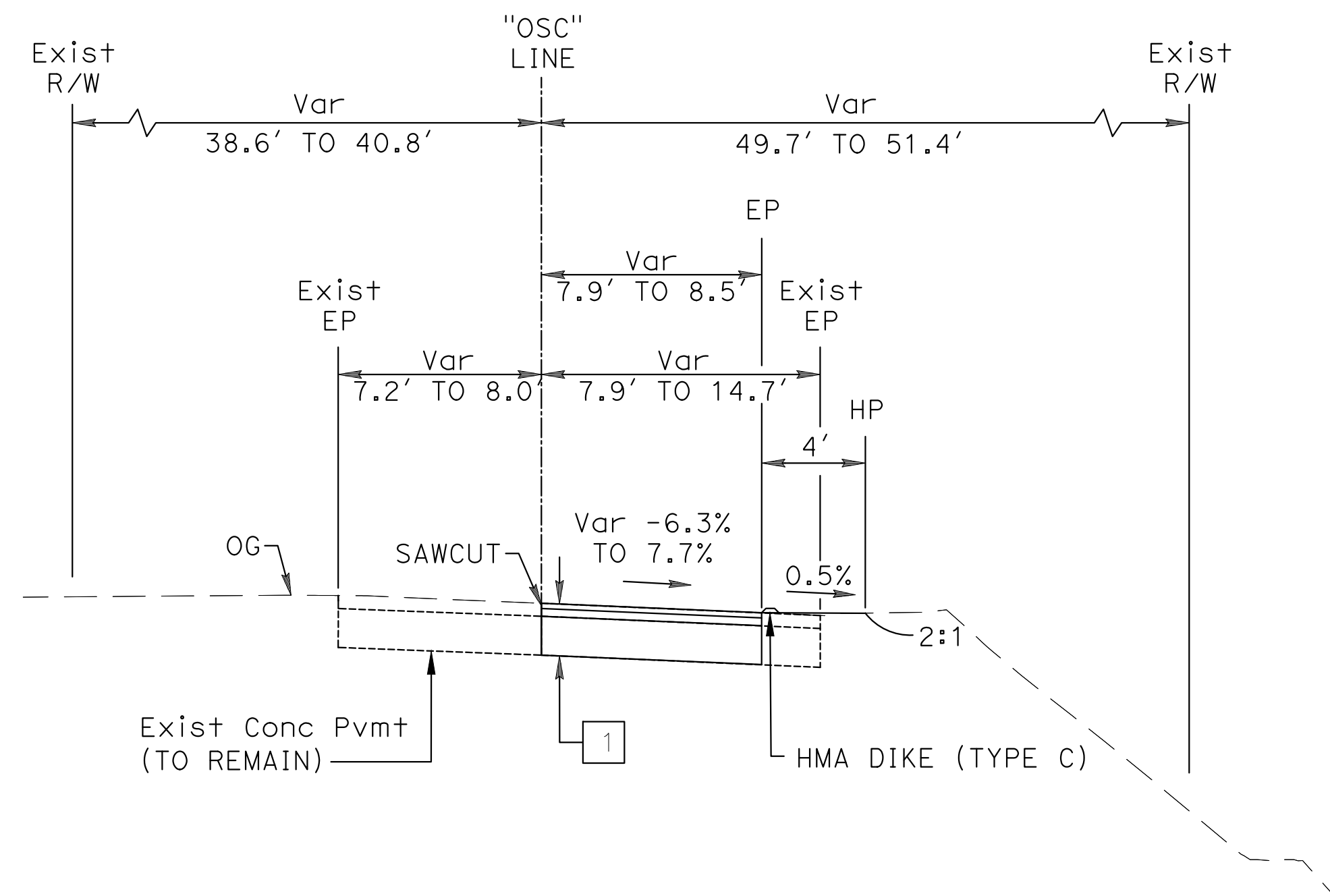
NOTES:

- 1. FINAL GRADES OF THE PAVEMENT (STRUCTURAL SECTIONS) ARE SUBJECT TO THE TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
- 2. FOR MIDWEST GUARDRAIL SYSTEM LIMITS, SEE LAYOUT SHEET.

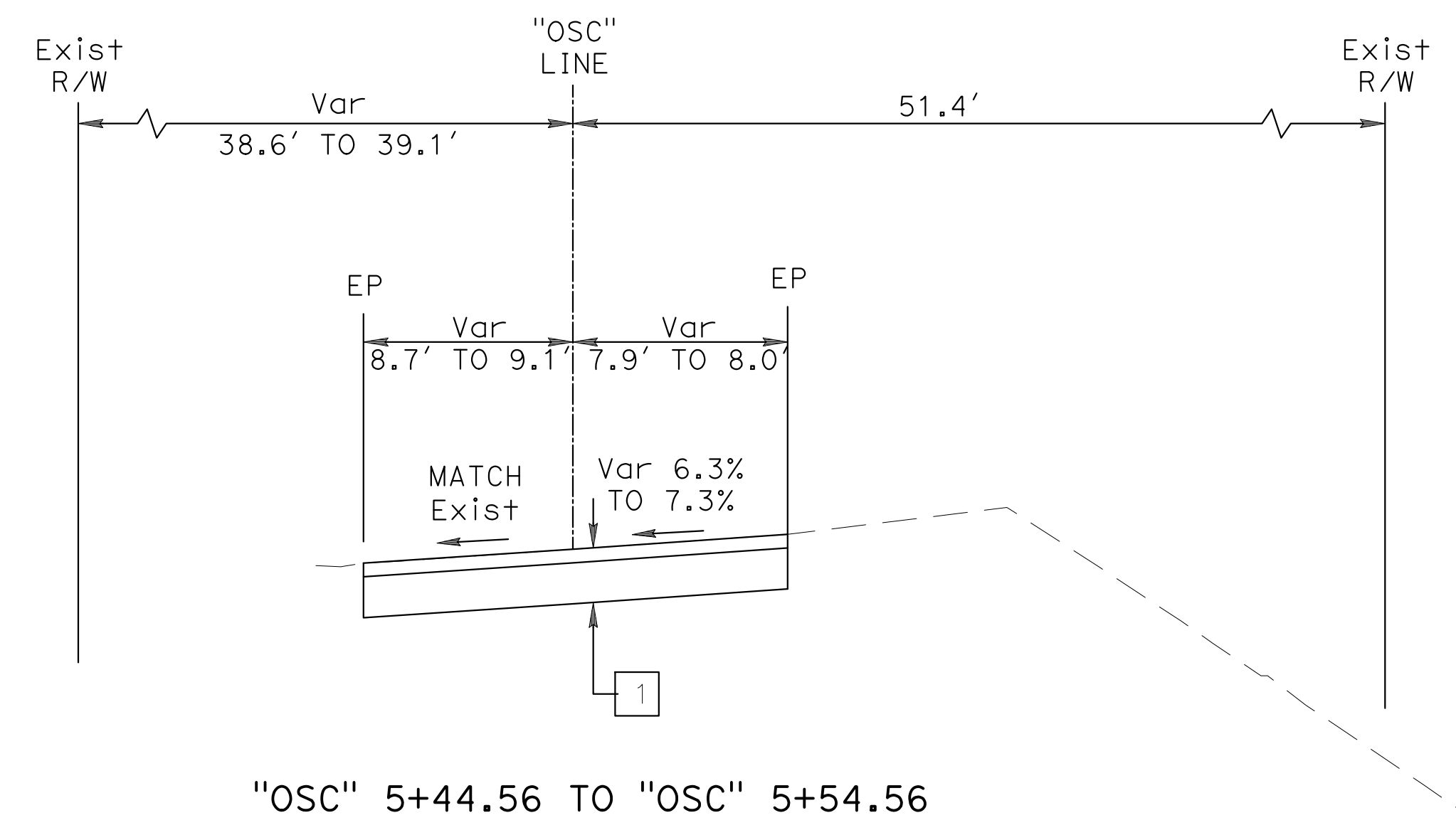
TYPICAL PAVEMENT STRUCTURE SECTIONS



"OSC" 4+43.67 TO "OSC" 5+27.67



"OSC" 4+17.89 TO "OSC" 4+43.67
"OSC" 5+27.67 TO "OSC" 5+44.56



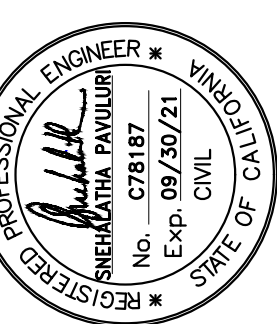
"OSC" 5+44.56 TO "OSC" 5+54.56

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

OLD SANTA CRUZ HWY

TYPICAL CROSS SECTIONS

REVISION	DATE	BY

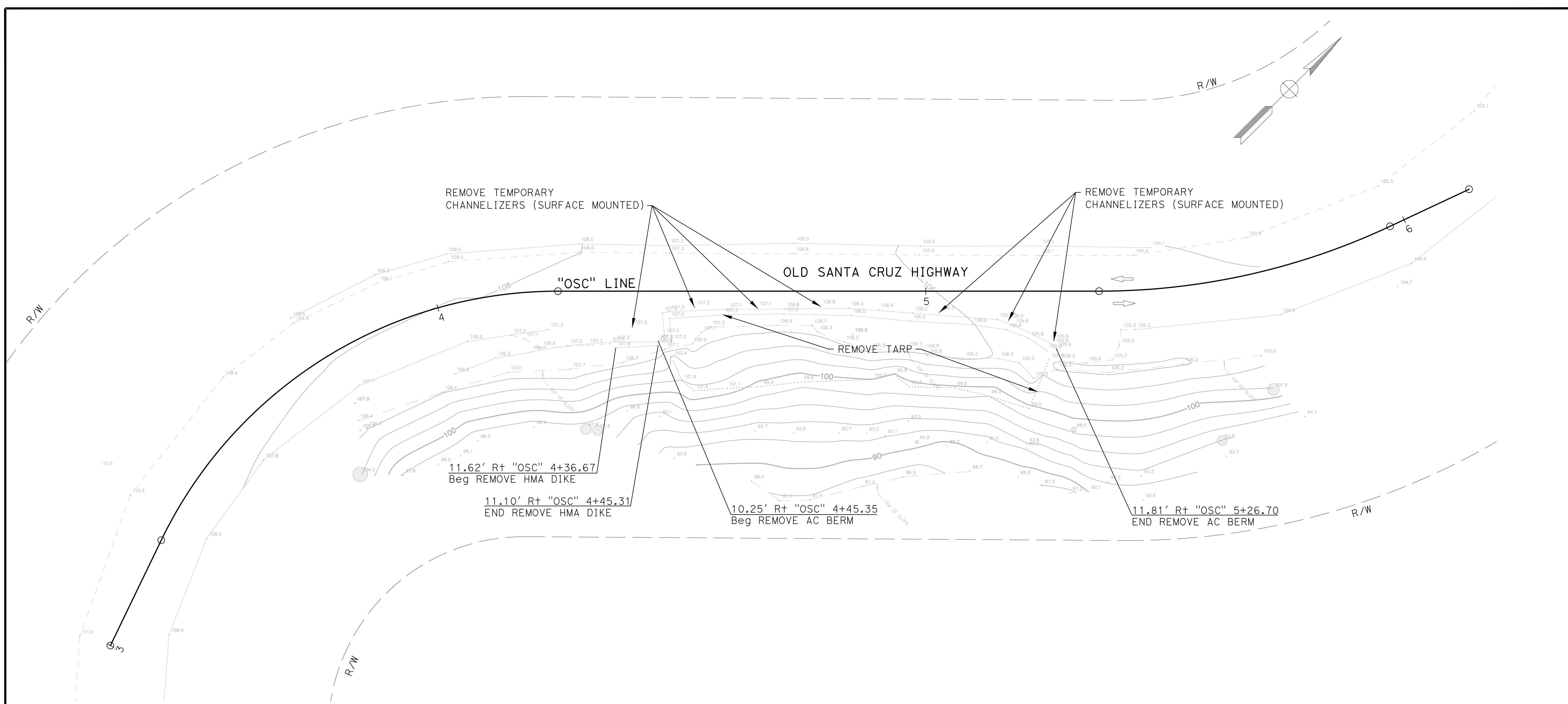


PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
OLD SANTA CRUZ HWY P.M. 1.20 STORM DAMAGE REPAIR PROJECT

DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/1/2022
SCALE: NONE
JOB NO. 320166

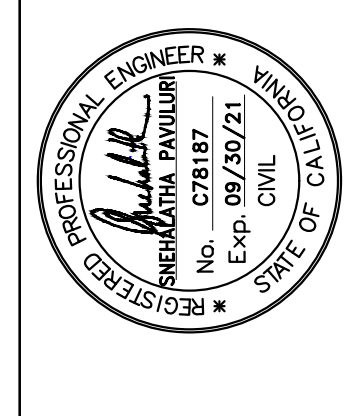
SHEET
3 OF 14



FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

REMOVAL PLAN

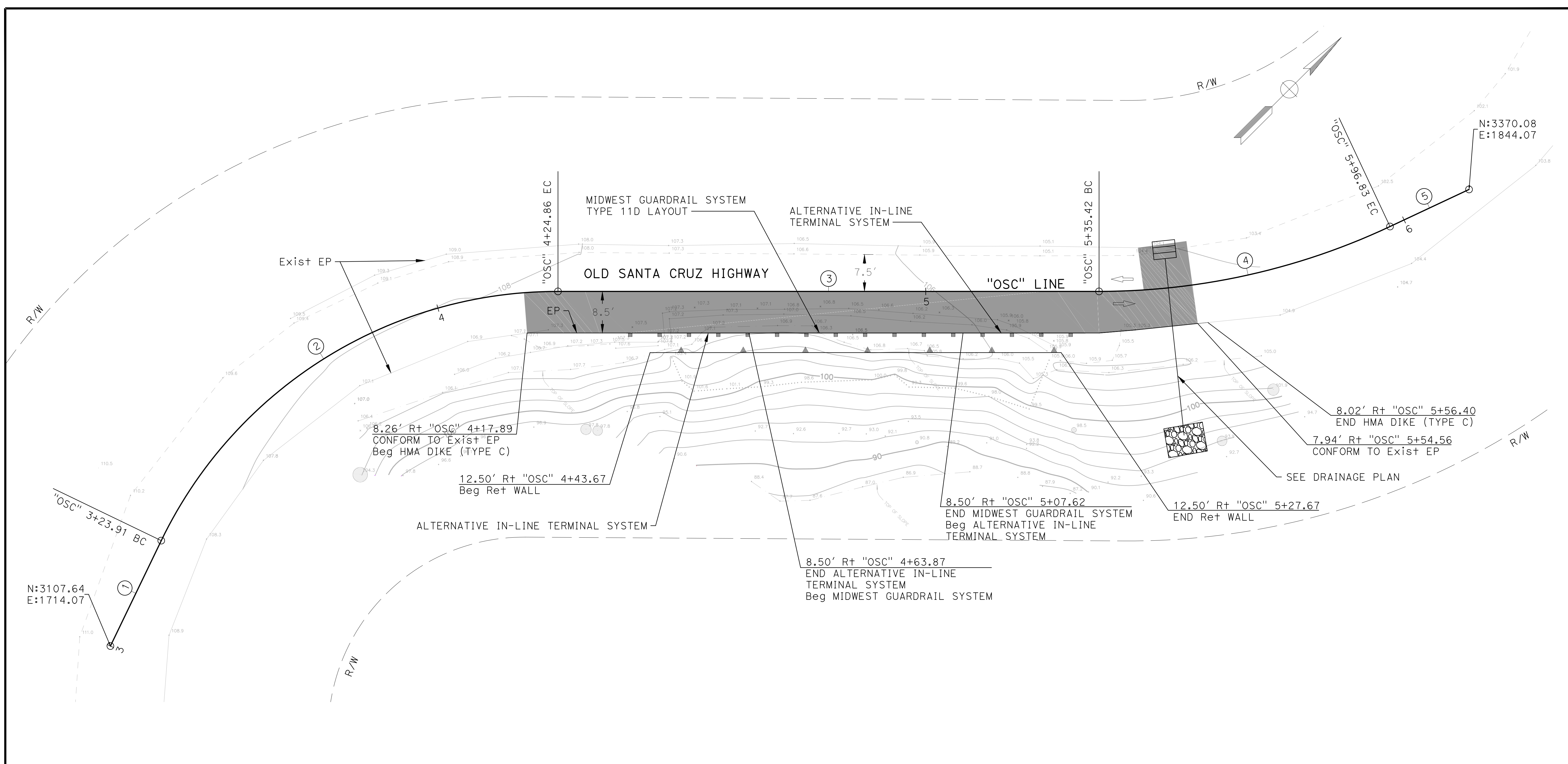
DATE	REVISION	BY



PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.20
STORM DAMAGE REPAIR PROJECT**

DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/1/2022
SCALE: 1"=10'
JOB NO. 320166
SHEET
4 OF 14



GENERAL CONSTRUCTION NOTES:

1. THE WORK HEREIN SHALL BE DONE WITH THE STANDARD SPECIFICATIONS AND PLANS DATED 2018 OF THE STATE OF CALIFORNIA AS THEY APPLY TO THE PLANS AND SPECIAL PROVISIONS.
2. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A TEMPORARY ACCESS GRADING PLAN FOR APPROVAL.
3. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL AND SHALL BE RESPONSIBLE FOR PROVIDING ALL CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL DEVICES. PAYMENT FOR THIS ITEM IS INCLUDED IN CONSTRUCTION AREA SIGNS ITEM 120090 AND TRAFFIC CONTROL SYSTEM ITEM 120100.
4. BEFORE ANY EXCAVATION, THE CONTRACTOR SHALL LOCATE AND PROTECT PUBLIC AND PRIVATE UNDERGROUND UTILITIES.
5. THE CONTRACTOR SHALL PROTECT EXISTING HIGHWAY FACILITIES AND FEATURES, TREES AND LANDSCAPING AREA IN KIND, WHICH SHALL REMAIN IN PLACE UNLESS OTHERWISE NOTED.
6. MIDWEST GUARDRAIL SYSTEM DELINEATION SHALL BE PER CALTRANS Std PLAN RSP A77N4. DELINEATORS SHALL BE INSTALLED ON EVERY THIRD STEEL POST.
7. THE MGS POST SPACING TO BE 6'-3" CENTER TO CENTER, EXCEPT AS OTHERWISE NOTED.
8. LIMITS OF MGS SYSTEM SHOWN ON PLAN SHEETS ARE APPROXIMATE AND SHOULD BE FIELD ADJUSTED BY THE CONTRACTOR.
9. AT LOCATIONS WHERE ADDITIONAL EMBEDMENT DEPTH IS REQUIRED FOR MGS SYSTEM INSTALLATION, REMOVE TOP LAYER OF EXISTING CRIB WALL HEADERS AS NEEDED.

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

CONTROL LINE DATA							
CONTROL LINE SEGMENT	BEGIN Sta	END Sta	R	DELTA	L	T	BEARING
①	3+00.00	3+23.91			23.91'		N19°20'12"W
②	3+23.91	4+24.86	90.00'	64°15'47"	100.94'	56.53'	
③	4+24.86	5+35.42			110.56'		N44°55'35"E
④	5+35.42	5+96.83	140.00'	25°07'59"	61.41'	31.21'	
⑤	5+96.83	6+14.67			17.84'		N19°47'35"E

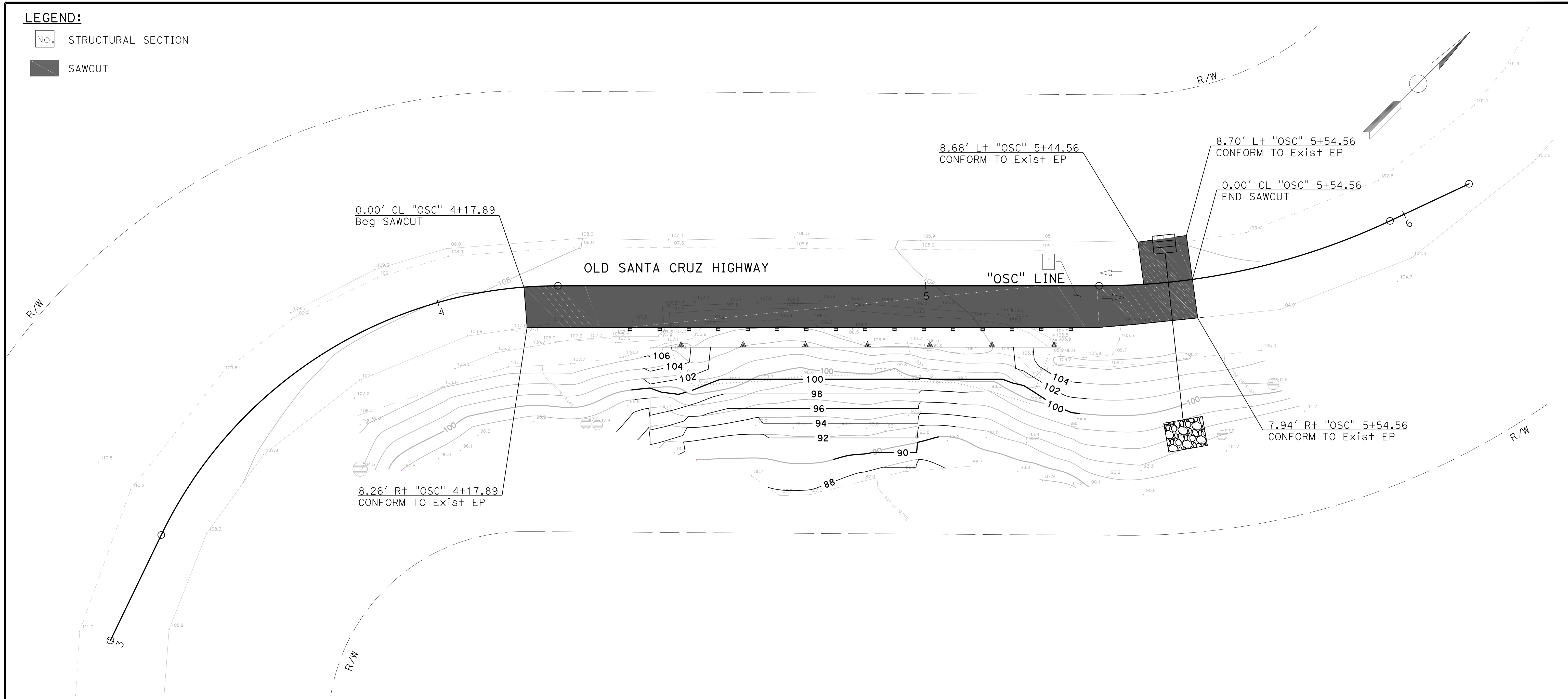
LAYOUT

BY	
REVISION	
DATE	
PROJECT ENGINEER	SNEHALATHA PAVULURI
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	OLD SANTA CRUZ HWY P.M. 1.20 STORM DAMAGE REPAIR PROJECT
DRAWN:	S.HUYNH
CHECKED:	S.PAVULURI
DATE:	2/1/2022
SCALE:	1"=10'
JOB NO.	320166
SHEET	5 OF 14

LEGEND:

No. STRUCTURAL SECTION

SAWCUT



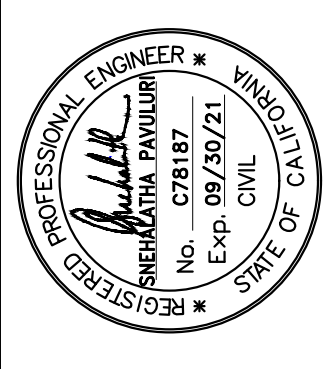
NOTE:

1. ADJUSTMENT OF PAVEMENT REPLACEMENT LIMITS AND EXTENT OF THE EXISTING PAVEMENT REPAIRS MAY BE NECESSARY TO RESTORE ROADWAY SECTION. FINAL DETERMINATION SHALL BE MADE BY THE RESIDENT ENGINEER.

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

CONSTRUCTION DETAIL

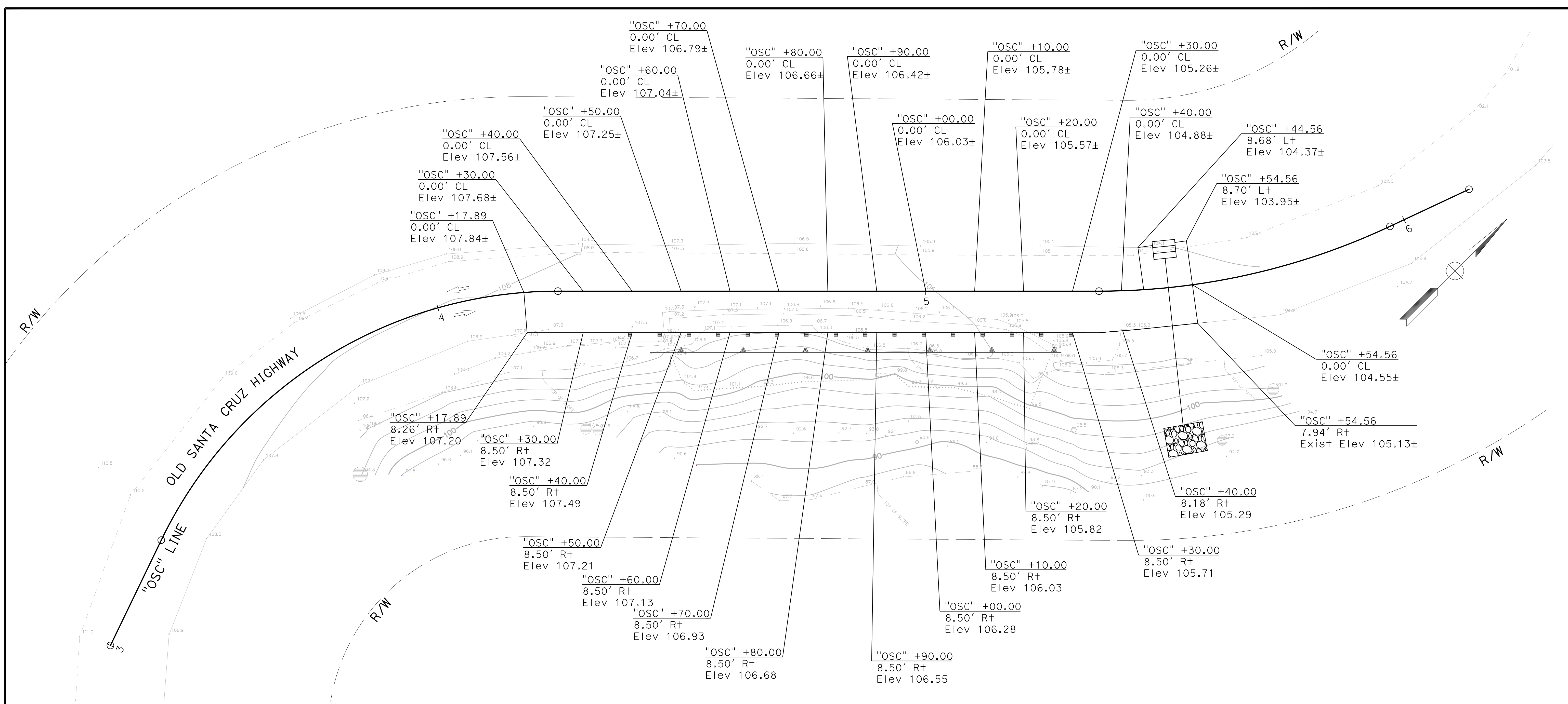
REVISION	DATE	BY



PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
OLD SANTA CRUZ HWY P.M. 1.20 STORM DAMAGE REPAIR PROJECT

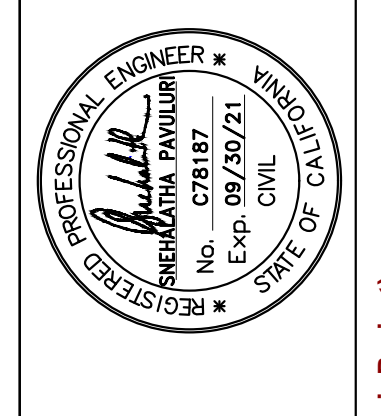
DRAWN: G.SAECHAO
CHECKED: S.PAVULURI
DATE: 2/1/2022
SCALE: 1"=10'
JOB NO. 320166
SHEET
6 OF 14



FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

PAVEMENT ELEVATION PLAN

BY	REVISION	DATE



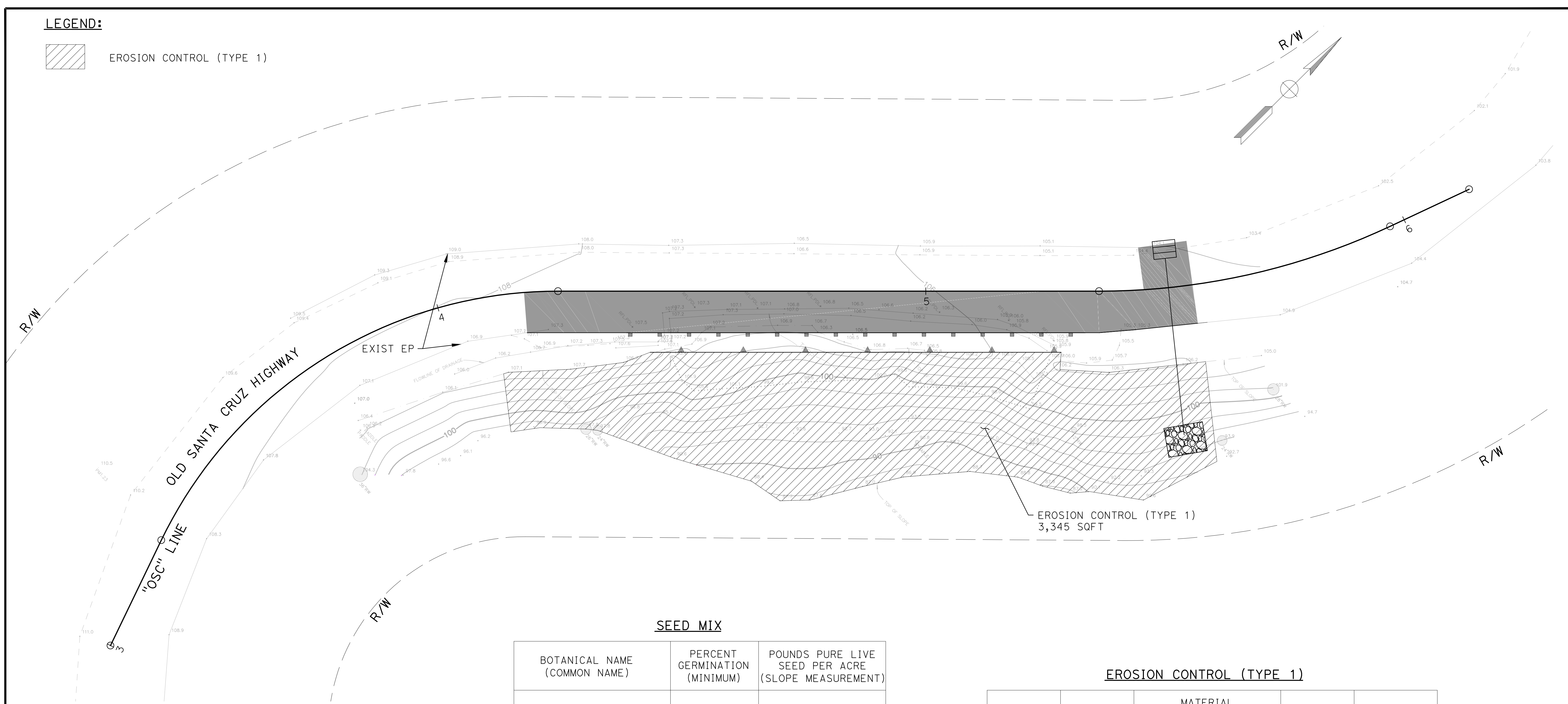
PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.20
STORM DAMAGE REPAIR PROJECT**

DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/1/2022
SCALE: 1"=10'
JOB NO. 320166
SHEET 7 OF 14

LEGEND:

 EROSION CONTROL (TYPE 1)



EROSION CONTROL (TYPE 1)
3,345 SQFT

SEED MIX

BOTANICAL NAME (COMMON NAME)	PERCENT GERMINATION (MINIMUM)	POUNDS PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)
BROMUS CARINATUS (CALIFORNIA BROME)	55	25
HORDEUM DRACHYANTHERUM (MEADOW BARLEY)	56	10
ELYMUS GLAUCUS (BLUE WILDRYE)	53	6
ELYMUS GLAUCUS (BEARDLESS WILDRYE)	53	4
JUNCUS BUFONIUS (COMMON TOAD RUSH)	70	25

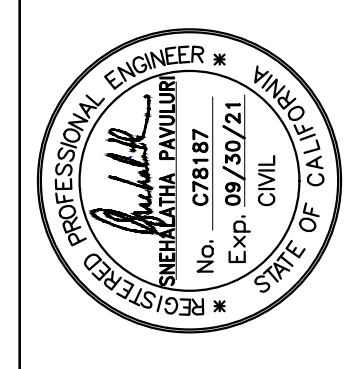
EROSION CONTROL (TYPE 1)

SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	REMARKS
		DESCRIPTION	TYPE		
STEP 1	RECP (TRM)	(TRM)	CALTRANS TYPE B	-	-
STEP 2	FIBER ROLL	FIBER ROLL	8" TO 10" Dia.	-	CALTRANS TYPE 1 FIBER ROLL INSTALLATION
STEP 3	HYDROMULCH	SEED	SEE MIX	70 LB/AC	-
		FIBER	WOOD	1000 LB/AC	-
		TACKIFIER	PSYLLIUM	125 LB/AC	-
		FERTILIZER	-	800 LB/AC	-

FOR ABBREVIATIONS AND
ADDITIONAL NOTES, SEE TITLE SHEET

EROSION CONTROL PLAN

BY	REVISION	DATE



PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.20
STORM DAMAGE REPAIR PROJECT**

DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/7/2022
SCALE: 1"=10'
JOB NO. 320166

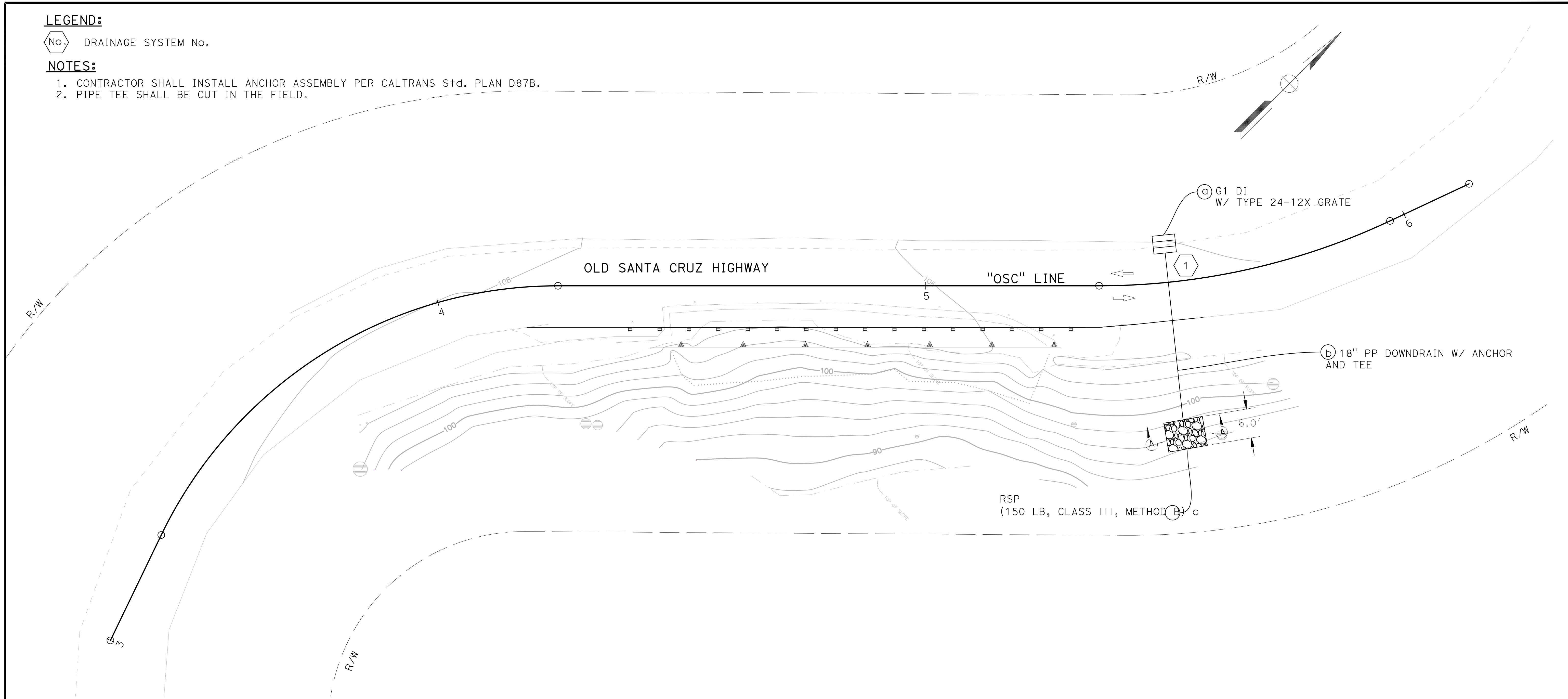
SHEET
8 OF 14

LEGEND:

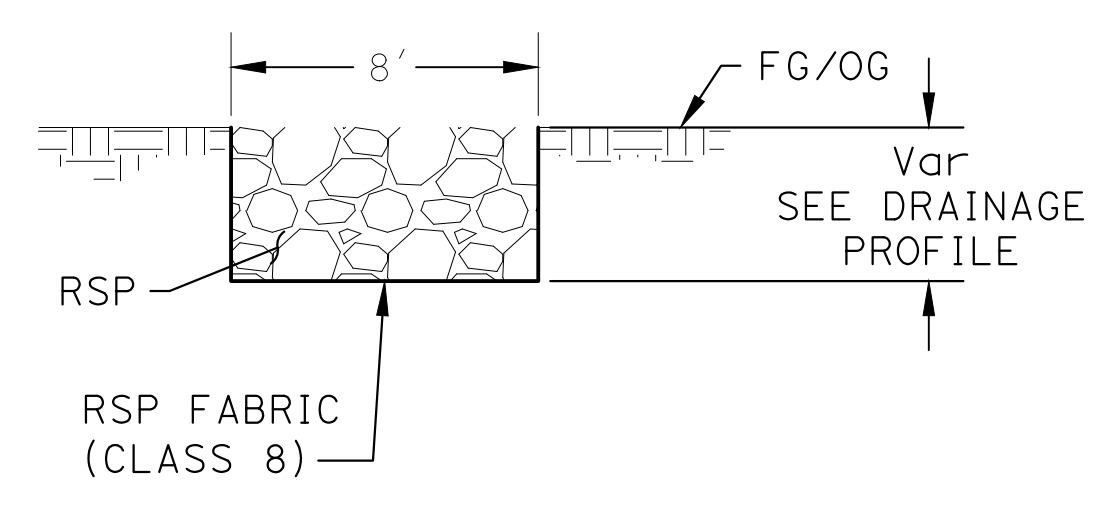
⬡ No. DRAINAGE SYSTEM No.

NOTES:

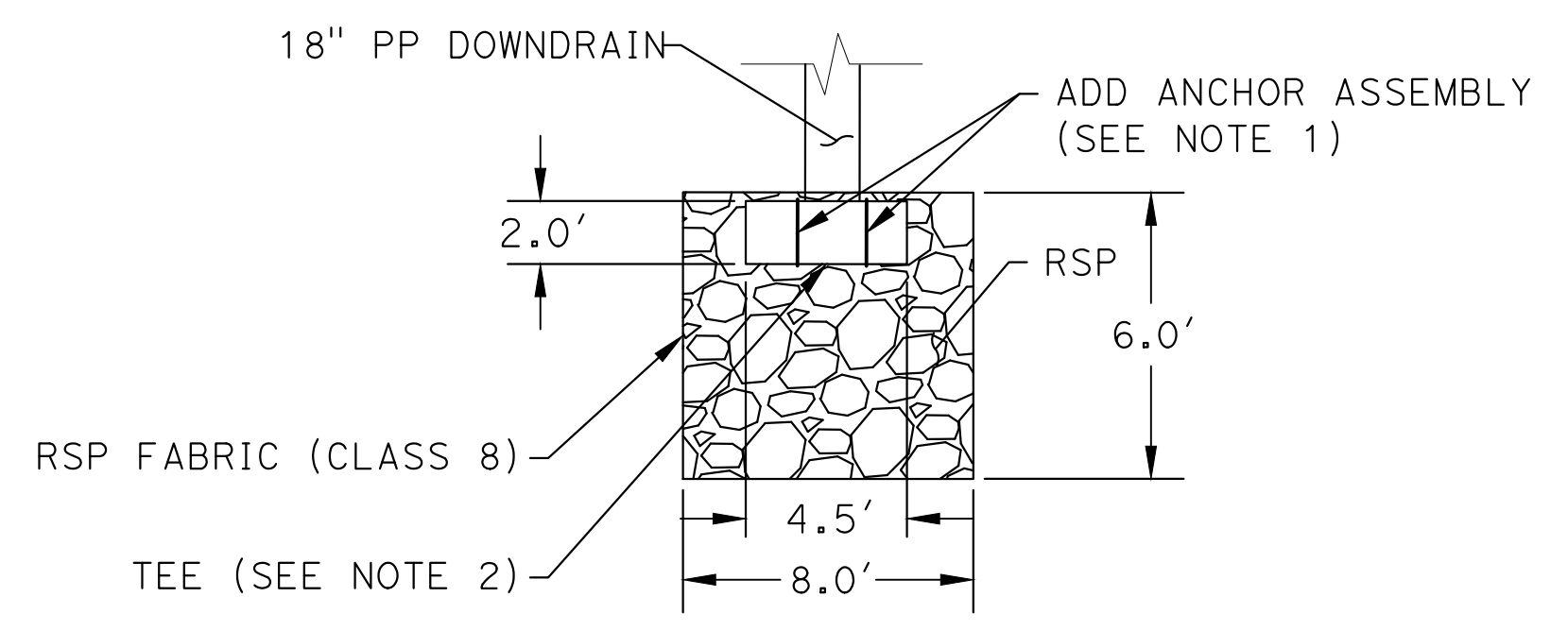
- 1. CONTRACTOR SHALL INSTALL ANCHOR ASSEMBLY PER CALTRANS S+d. PLAN D87B.
- 2. PIPE TEE SHALL BE CUT IN THE FIELD.



RSP
(150 LB, CLASS III, METHOD B) C



SECTION A-A

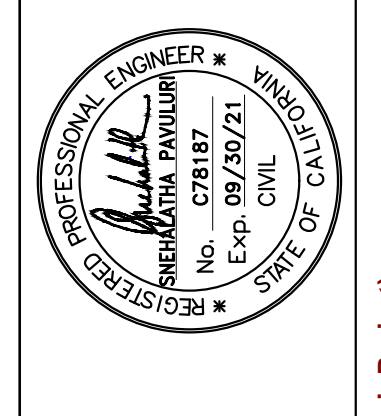


PLAN VIEW OF RSP AND ANCHOR ASSEMBLY
NTS

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

DRAINAGE PLAN

DATE	REVISION	BY



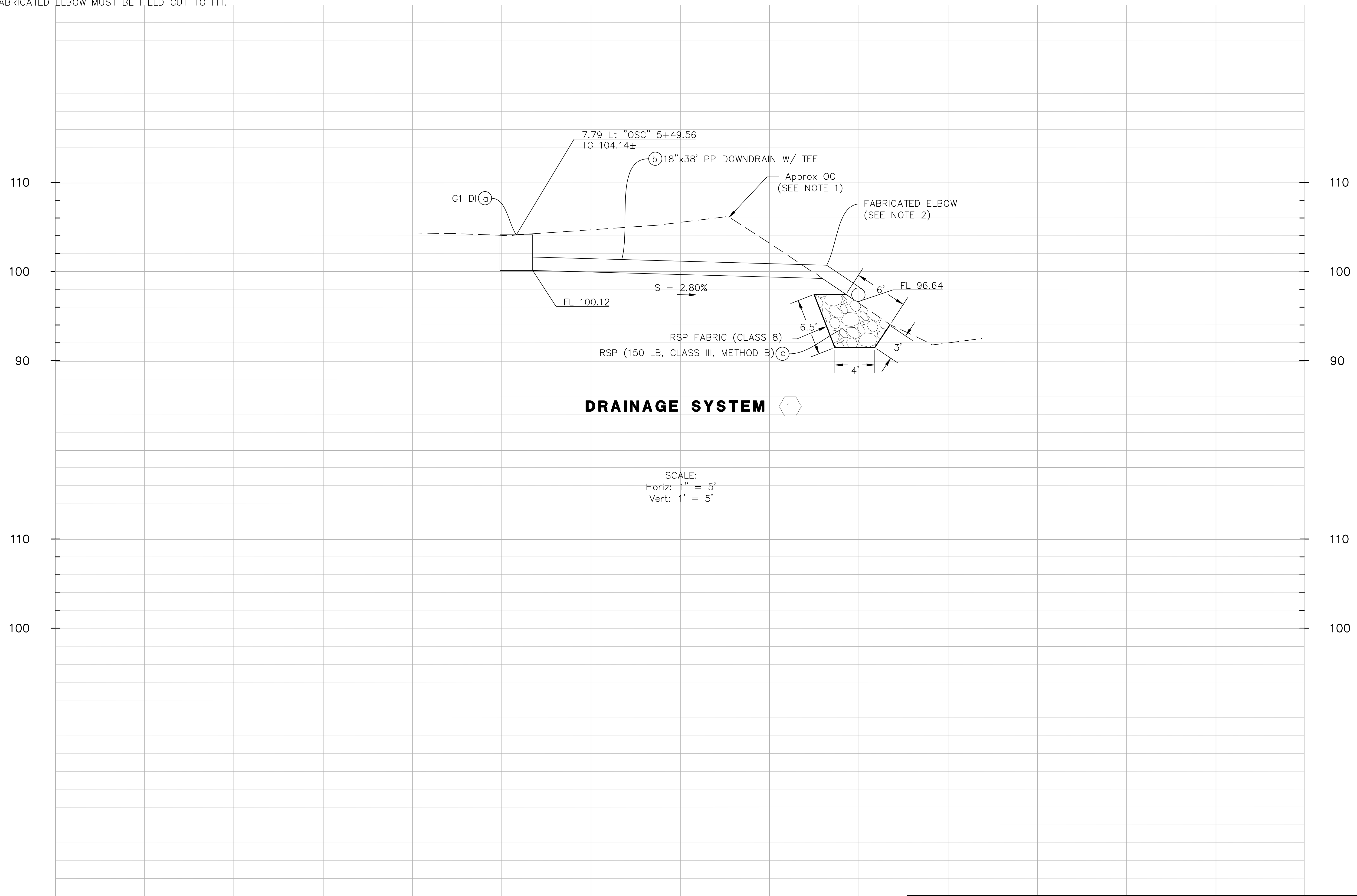
PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
OLD SANTA CRUZ HWY P.M. 1.20 STORM DAMAGE REPAIR PROJECT

DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/1/2022
SCALE: 1"=10'
JOB NO. 320166
SHEET
9 OF 14

NOTES:

1. THE CONTRACTOR SHALL VERIFY AND ADJUST ELEVATIONS AS NEEDED AND AS APPROVED BY THE ENGINEER PRIOR TO DRAINAGE INSTALLATION.
2. FABRICATED ELBOW MUST BE FIELD CUT TO FIT.



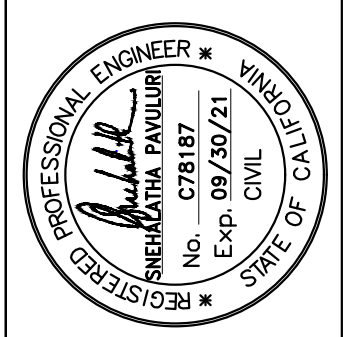
DRAINAGE SYSTEM 1

SCALE:
 Horiz: 1" = 5'
 Vert: 1" = 5'

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

DRAINAGE PROFILE

DATE	REVISION	BY



PROJECT ENGINEER
 SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ – DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.20
 STORM DAMAGE REPAIR PROJECT**

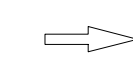

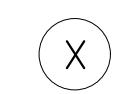

DRAWN: S.HUYNH
 CHECKED: S.PAVULURU
 DATE: 2/7/2022
 SCALE: AS SHOWN
 JOB NO. 320166

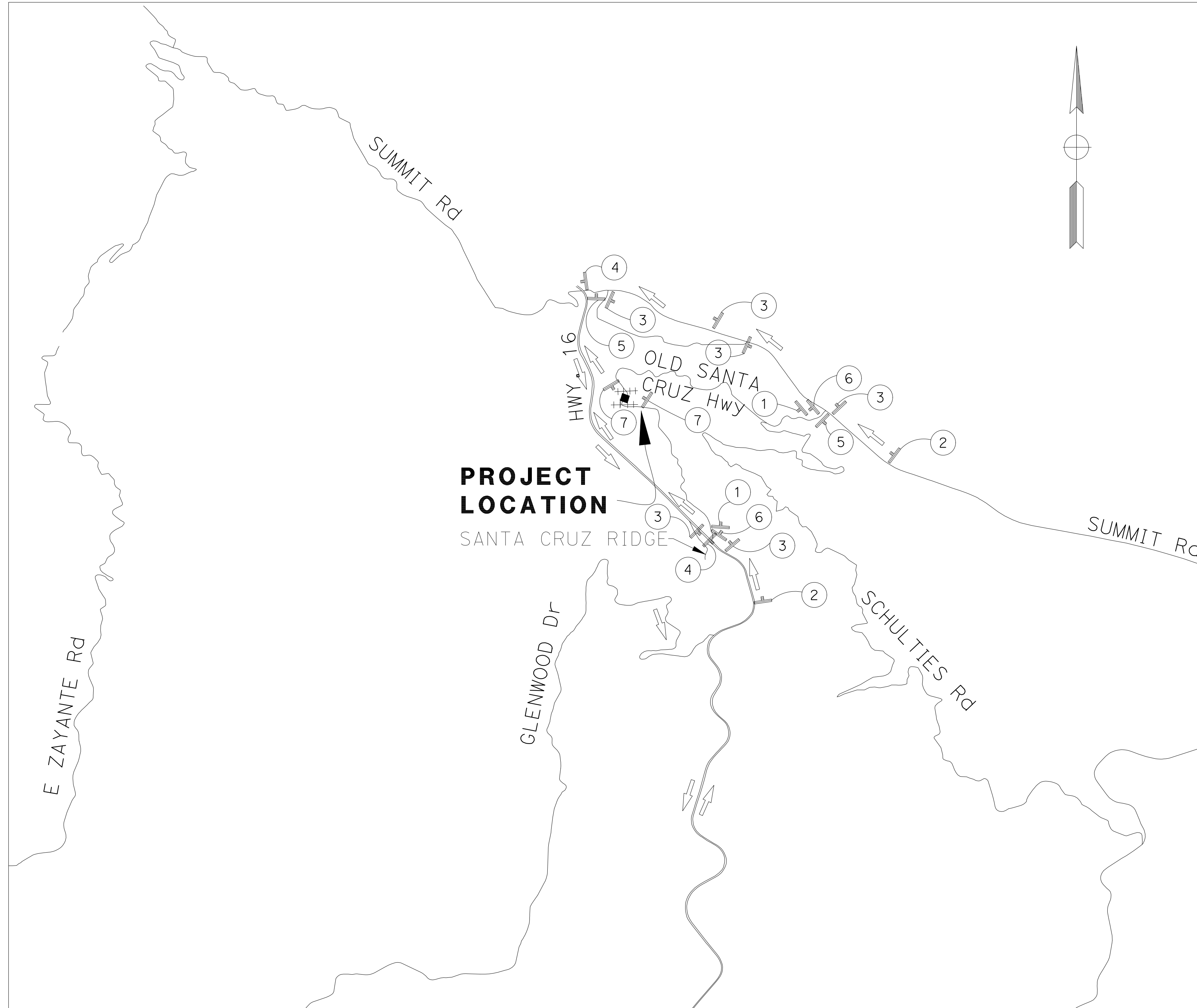
SHEET
 10 OF 14

NOTES:

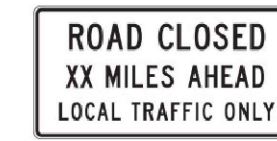













1. THIS PLAN IS ACCURATE FOR DETOUR PLAN ONLY.
2. EXACT SIGN AND BARRICADE LOCATIONS TO BE DETERMINED BY THE ENGINEER.
3. INSTALL SIGNS TWO WEEKS BEFORE THE COMMENCEMENT OF CONSTRUCTION. DETOUR SIGNS SHALL BE COVERED TILL THE START OF CONSTRUCTION.

LEGEND:

-  DIRECTION OF TRAVEL
-  DETOUR SIGN
-  SIGN NUMBER
-  TYPE III BARRICADE

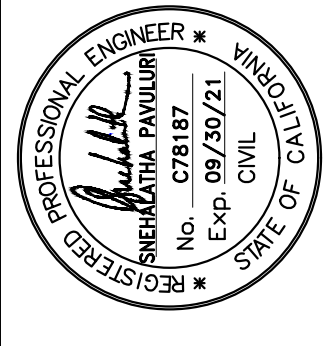


STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

SIGN No.	SIGN CODE	PANEL SIZE (INCHES)	SIGN IMAGE	SIGN MESSAGE	POST SIZE	QUANTITY
1	R11-3a	60 x 30		ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY	1-4" x 6"	2
	D3-1	VARIES x 12		OLD SANTA CRUZ HWY		
2	W20-2	36 x 36		DETOUR AHEAD	1-4" x 6"	2
	D3-1	VARIES x 12		OLD SANTA CRUZ HWY		
3	SC9 (CA)	36 x 36		DETOUR (UP ARROW)	1-4" x 6"	6
	D3-1	VARIES x 12		OLD SANTA CRUZ HWY		
4	M4-9	30 x 24		DETOUR (WITH L+ ARROW)	1-4" x 6"	2
	D3-1	VARIES x 12		OLD SANTA CRUZ HWY		
5	M4-9	30 x 24		DETOUR (WITH R+ ARROW)	1-4" x 6"	2
	D3-1	VARIES x 12		OLD SANTA CRUZ HWY		
6	M4-8a	24 x 18		END DETOUR	1-4" x 6"	2
	D3-1	VARIES x 12		OLD SANTA CRUZ HWY		
7	SC6-4 (CA) (MOD)	48 x 60		ROAD CLOSED XX XX XX THRU XX XX XX X AM - X PM	2-4" x 6"	2
	D3-1	VARIES x 12		OLD SANTA CRUZ HWY		

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

DETOUR PLAN



PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
OLD SANTA CRUZ HWY P.M. 1.20 STORM DAMAGE REPAIR PROJECT


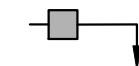

DRAWN: S. HUYNH
CHECKED: S. PAVULURI
DATE: 2/7/2022
SCALE: NO SCALE
JOB NO. 320166

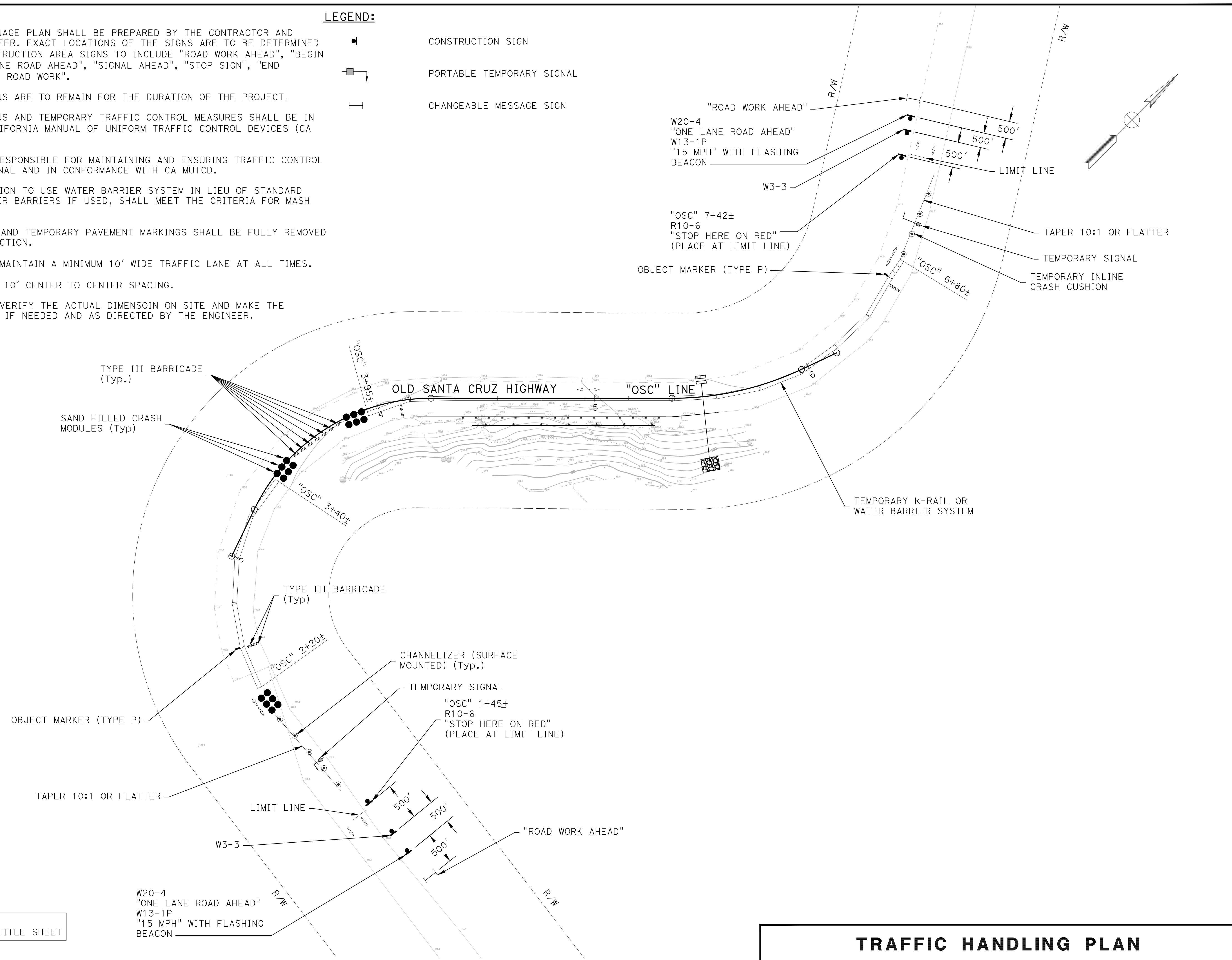
SHEET
11 OF 14

NOTES:

1. CONSTRUCTION AREA SIGNAGE PLAN SHALL BE PREPARED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. EXACT LOCATIONS OF THE SIGNS ARE TO BE DETERMINED BY THE ENGINEER. CONSTRUCTION AREA SIGNS TO INCLUDE "ROAD WORK AHEAD", "BEGIN CONSTRUCTION", "ONE LANE ROAD AHEAD", "SIGNAL AHEAD", "STOP SIGN", "END CONSTRUCTION" AND "END ROAD WORK".
2. CONSTRUCTION AREA SIGNS ARE TO REMAIN FOR THE DURATION OF THE PROJECT.
3. CONSTRUCTION AREA SIGNS AND TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV 5.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND ENSURING TRAFFIC CONTROL MEASURES ARE OPERATIONAL AND IN CONFORMANCE WITH CA MUTCD.
5. CONTRACTOR HAS AN OPTION TO USE WATER BARRIER SYSTEM IN LIEU OF STANDARD TEMPORARY K-RAIL. WATER BARRIERS IF USED, SHALL MEET THE CRITERIA FOR MASH TEST LEVEL (TL-1).
6. TEMPORARY LIMIT LINES AND TEMPORARY PAVEMENT MARKINGS SHALL BE FULLY REMOVED AT THE END OF CONSTRUCTION.
7. THE CONTRACTOR SHALL MAINTAIN A MINIMUM 10' WIDE TRAFFIC LANE AT ALL TIMES.
8. PLACE CHANNELIZERS AT 10' CENTER TO CENTER SPACING.
9. THE CONTRACTOR SHALL VERIFY THE ACTUAL DIMENSOIN ON SITE AND MAKE THE NECESSARY ADJUSTMENTS IF NEEDED AND AS DIRECTED BY THE ENGINEER.

LEGEND:

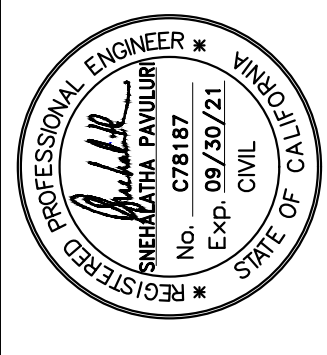
-  CONSTRUCTION SIGN
-  PORTABLE TEMPORARY SIGNAL
-  CHANGEABLE MESSAGE SIGN



FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

TRAFFIC HANDLING PLAN

BY	REVISION	DATE



PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.20
STORM DAMAGE REPAIR PROJECT**

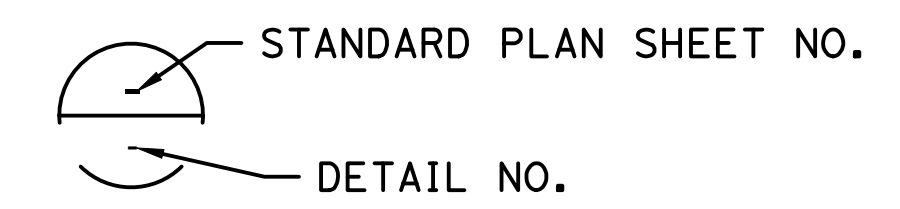
DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/1/2022
SCALE: 1"=20'
JOB NO. 320166
SHEET

STANDARD PLANS DATED 2018

- A3A ABBREVIATIONS (SHEET 1 OF 3)
- A3B ABBREVIATIONS (SHEET 2 OF 3)
- A3C ABBREVIATIONS (SHEET 3 OF 3)
- A10A LINES AND SYMBOLS (SHEET 1 OF 5)
- A10B LINES AND SYMBOLS (SHEET 2 OF 5)
- A10C LINES AND SYMBOLS (SHEET 3 OF 5)
- A10D LINES AND SYMBOLS (SHEET 4 OF 5)
- A10E LINES AND SYMBOLS (SHEET 5 OF 5)
- A10F LEGEND - SOIL (SHEET 1 OF 2)
- A10G LEGEND - SOIL (SHEET 1 OF 2)
- A10H LEGEND - ROCK

INDEX OF PLANS

SHEET NO.	TITLE
1	RETAINING WALL GENERAL PLAN
2	RETAINING WALL DETAILS

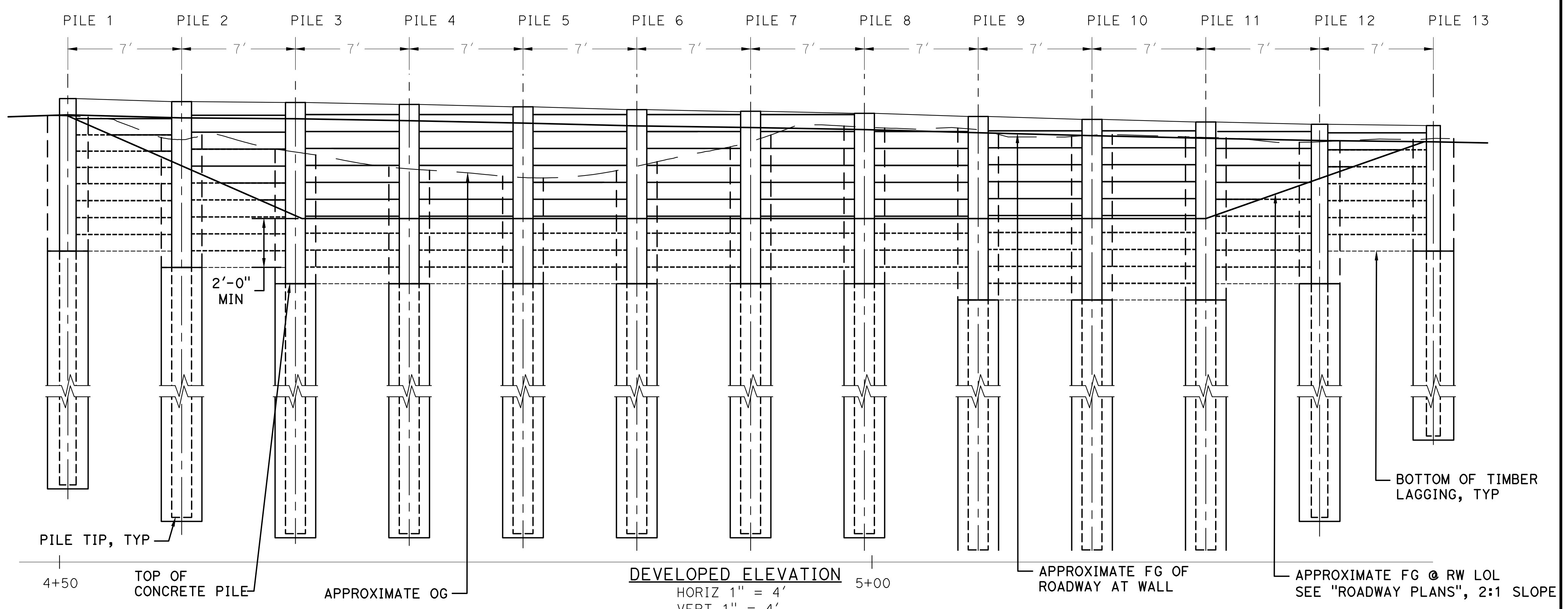
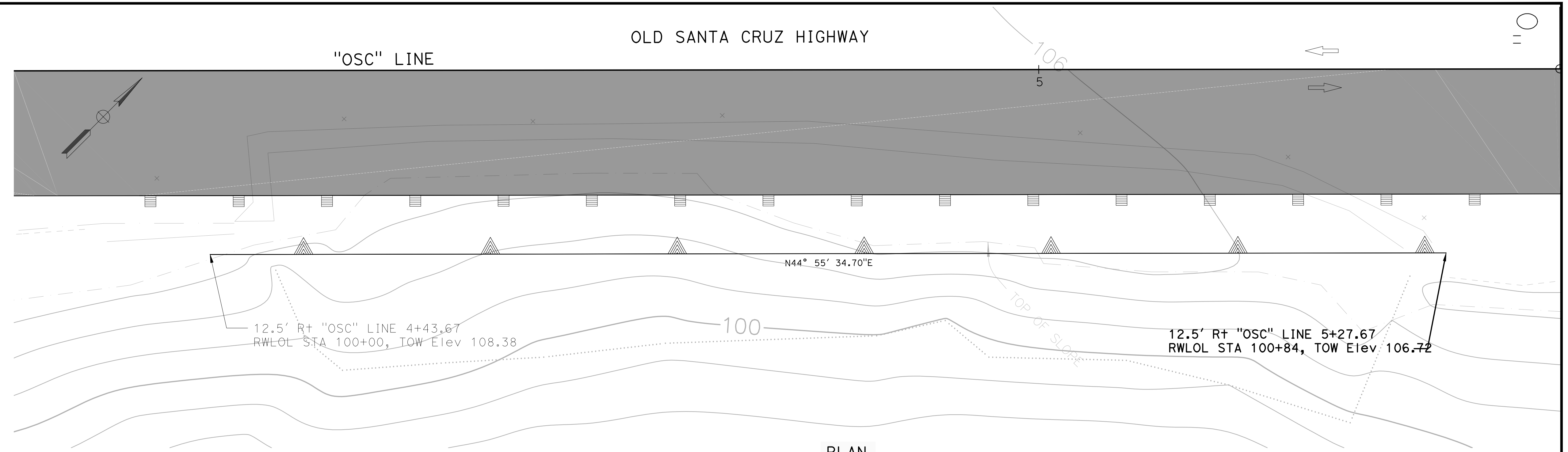


GENERAL NOTES:

- DESIGN:** AASHTO LRFD BRIDGE DESIGN SPECIFICATION, 6TH EDITION WITH CALIFORNIA AMENDMENTS, CALTRANS TRENCHING AND SHORING MANUAL, AUGUST 2011
- LIVE LOAD:** 250 PSF EQUIVALENT 2 FEET SOIL WEIGHT
- SOIL PARAMETERS:** FOR DETERMINATION OF DESIGN LATERAL EARTH PRESSURES) BACKFILL AND RETAINED EARTH SOIL WEIGHT = 125 PCF
FRICTION ANGLE = 32°
ACTIVE PRESSURE COEFFICIENT $K_a = 0.307$
- SEISMIC PARAMETER:** $K_h = 0.500$
- STEEL SOLDIER PILES AND PLATES:** ASTM A572/A572M, GRADE 50MIN
- STRUCTURAL TIMBER:** TREATED DOUGLAS FIR, GRADE NO. 1 OR BETTER
TIMBER TO BE FULL SAWN

QUANTITIES

STRUCTURE EXCAVATION (SOLDIER PILE WALL)	57	CY
STRUCTURE BACKFILL (SOLDIER PILE WALL)	36	CY
CONCRETE BACKFILL (SOLDIER PILE WALL)	49	CY
LEAN CONCRETE BACKFILL (ENGMET)	19	CY
STEEL SOLDIER PILE (HP10X57)	24	LF
STEEL SOLDIER PILE (HP12X74)	58	LF
STEEL SOLDIER PILE (HP14X89)	315	LF
30" DRILLED HOLE	371	LF
TIMBER LAGGING	6	MFBM
CLEAN AND PAINT STEEL SOLDIER PILING	1	LUMP SUM
MINOR CONCRETE (MINOR STRUCTURE)	4	CY



RW LOL STATION	100+00.00	100+07.00	100+14.00	100+21.00	100+28.00	100+35.00	100+42.00	100+49.00	100+56.00	100+63.00	100+70.00	100+77.00	100+84.00
TOP OF WALL ELEV	108.38	108.19	108.14	108.02	107.87	107.70	107.60	107.47	107.28	107.10	106.94	106.80	106.72
ANCHOR ELEVATION @ RW LOL	-	-	-	-	-	-	-	-	-	-	-	-	-
TOP OF CONCRETE PILE ELEV	99.00	98.00	97.00	97.00	97.00	97.00	97.00	97.00	96.00	96.00	96.00	97.00	99.00
PILE TIP ELEVATION	79.00	77.00	76.00	76.00	76.00	76.00	76.00	76.00	75.00	75.00	75.00	77.00	82.00
PILE SECTION & NO. PILES	1 - HP 12X74 1 - HP 14X89 1 - HP 14X89 1 - HP 14X89 1 - HP 14X89 1 - HP 14X89 1 - HP 14X89 1 - HP 14X89 1 - HP 14X89 1 - HP 14X89 1 - HP 12X74 1 - HP 10X57												
DRILLED HOLE DIAMETER	30"												

RETAINING WALL GENERAL PLAN

RETAINING WALL PLANS SHEET 1 OF 2

BY: _____

REVISION: _____

DATE: _____

PROJECT ENGINEER: MARK PHILLIPS

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS

OLD SANTA CRUZ HWY P.M. 1.20 STORM DAMAGE REPAIR PROJECT

DRAWN: S.HUYNH

CHECKED: M.PHILLIPS

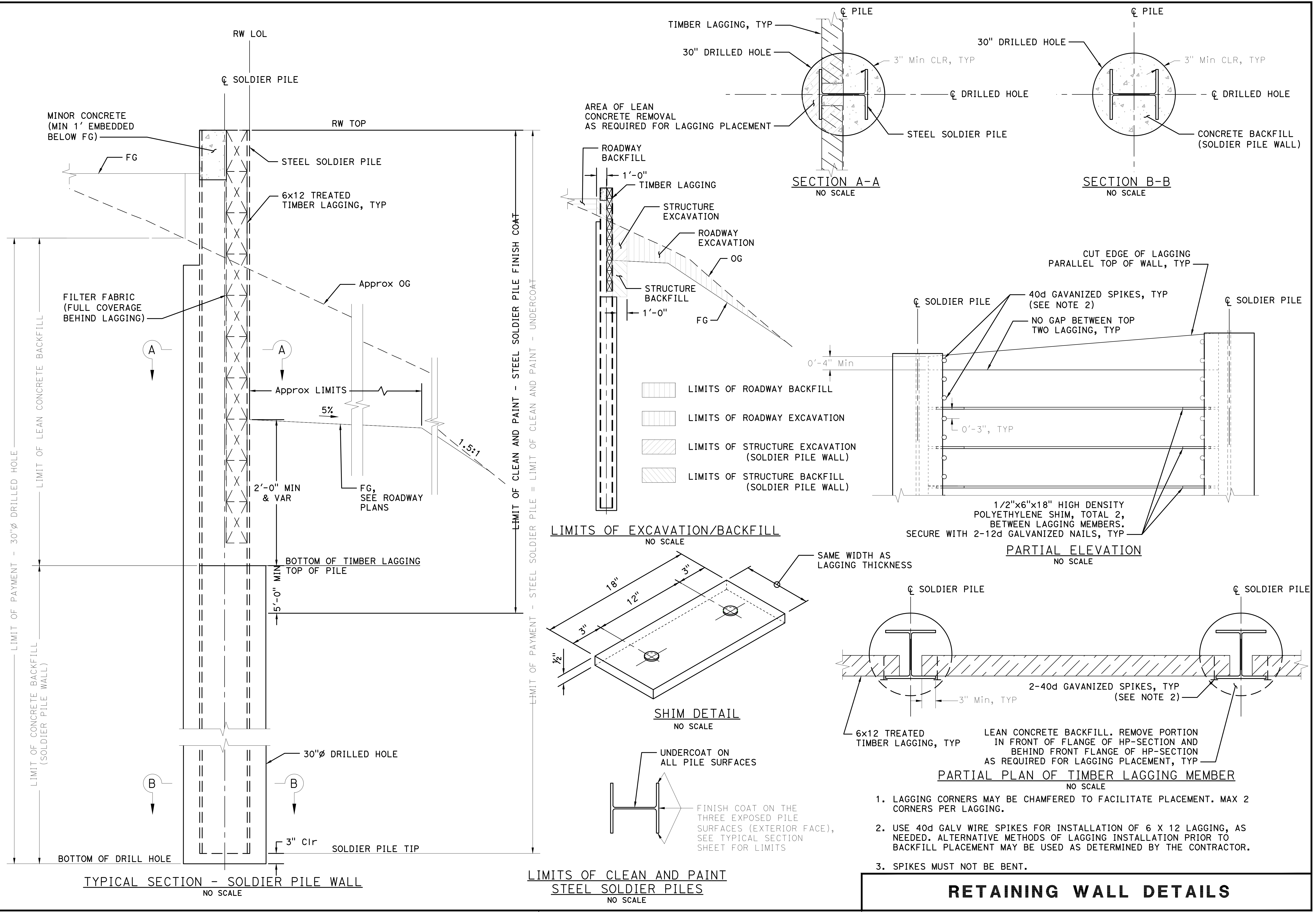
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SCALE: NONE

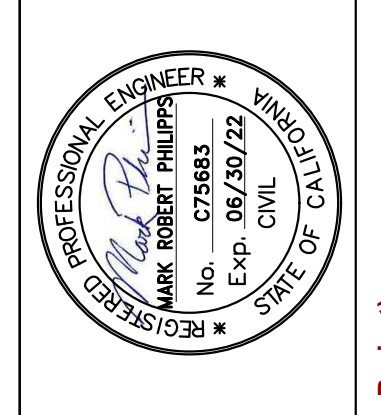
JOB NO. 320166

SHEET 13 OF 14

Packet Pg. 808



REVISION	DATE	BY



PROJECT ENGINEER
MARK PHILLIPPS

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS

OLD SANTA CRUZ HWY P.M. 1.20 STORM DAMAGE REPAIR PROJECT

DRAWN: S. HUYNH
 CHECKED: M. PHILLIPPS
 DATE: 2/7/2022
 SCALE: NONE
 JOB NO. 320166
 SHEET 14 OF 14

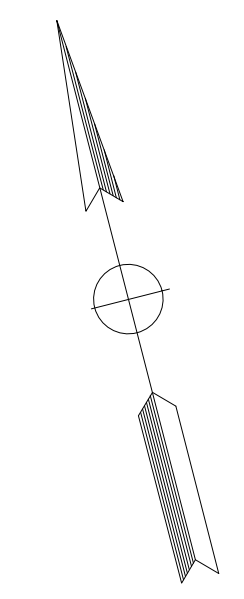
Attachment: Plans - Old Santa Cruz Highway PM 1.20 and 1.36 (eSign) (12387) - Addendum for Old Santa Cruz Highway PM 1.20 and 1.36 Storm Damage Repair Project

NOTES:

- ELEVATIONS ARE BASED ON ASSUMED DATUM. BENCH MARK = POINT 1 SET SPIKE. ELEVATION 100.00 FEET (ASSUMED)

LEGEND:

- SURVEY CONTROL POINT SET AS NOTED
- EDGE OF PAVEMENT
- (J+)-OH JOINT OVERHEAD UTILITY LINE
- TOP/TOE OF SLOPE
- TARP
- TREE
- EDGE OF RIGHT OF WAY
- CENTERLINE OF RIGHT OF WAY

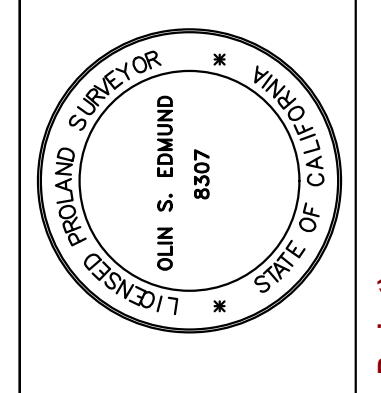


PROJECT CONTROL

PROJECT ID	NORTHING	EASTING	ELEVATION	DESCRIPTION	OFFSET/STATION
13	3071.02	2121.77	122.22	SET SPIKE	9.61' Lt "OSC" 4+36.04
16	3034.66	2289.26	106.51	SET MAG NAIL	0.03' Rt "OSC" 6+05.96
17	3057.651	2245.44	124.36	SET SPIKE	18.17' Lt "OSC" 5+58.95



BY	REVISION	DATE



PROJECT ENGINEER
OLIN S. EDMUND

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
OLD SANTA CRUZ HWY P.M. 1.36 STORM DAMAGE REPAIR PROJECT

DRAWN: S. HUYNH
CHECKED: S. PAVULURI
DATE: 2/7/2022
SCALE: 1"=10'
JOB NO. 320166
SHEET
2 OF 15

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

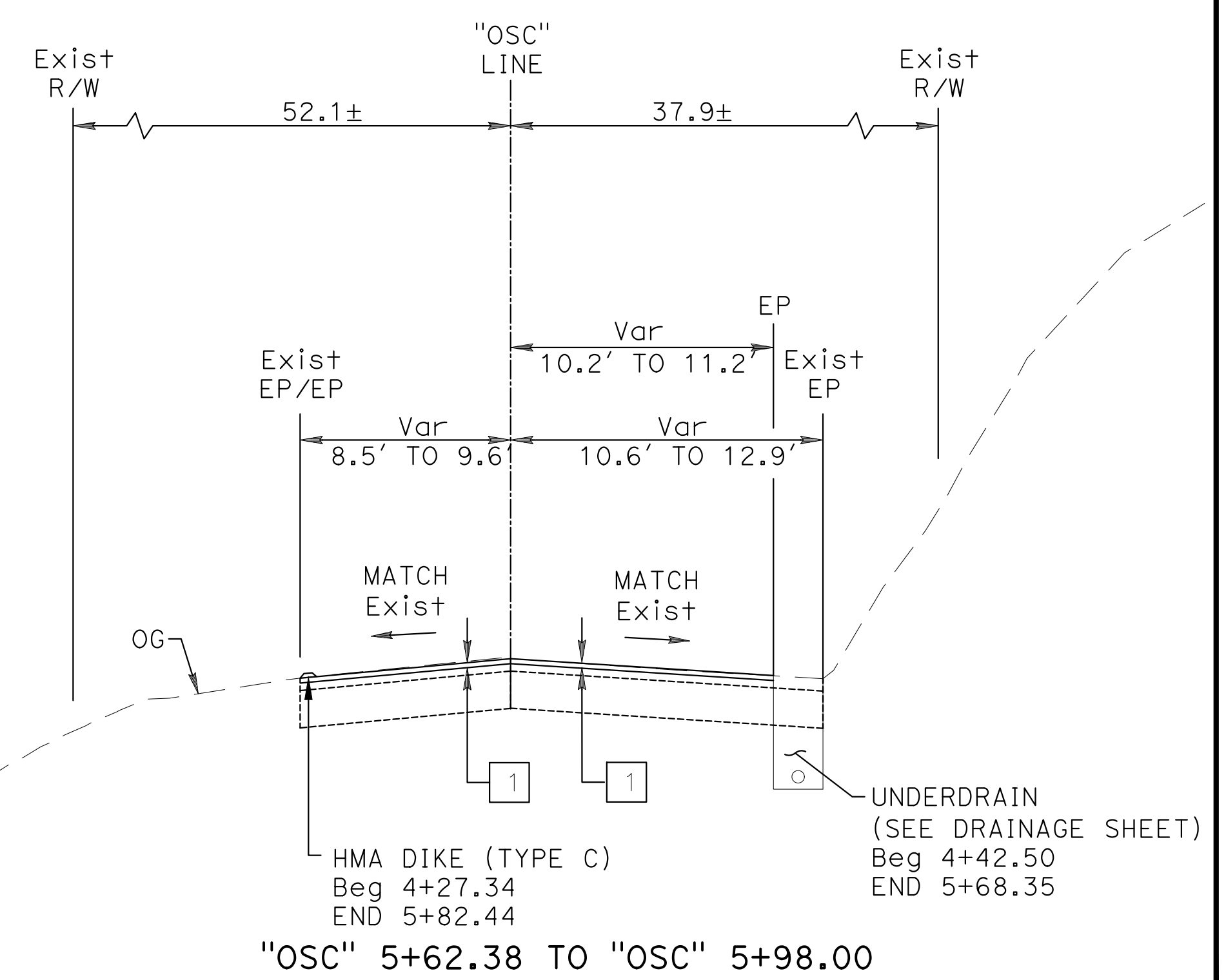
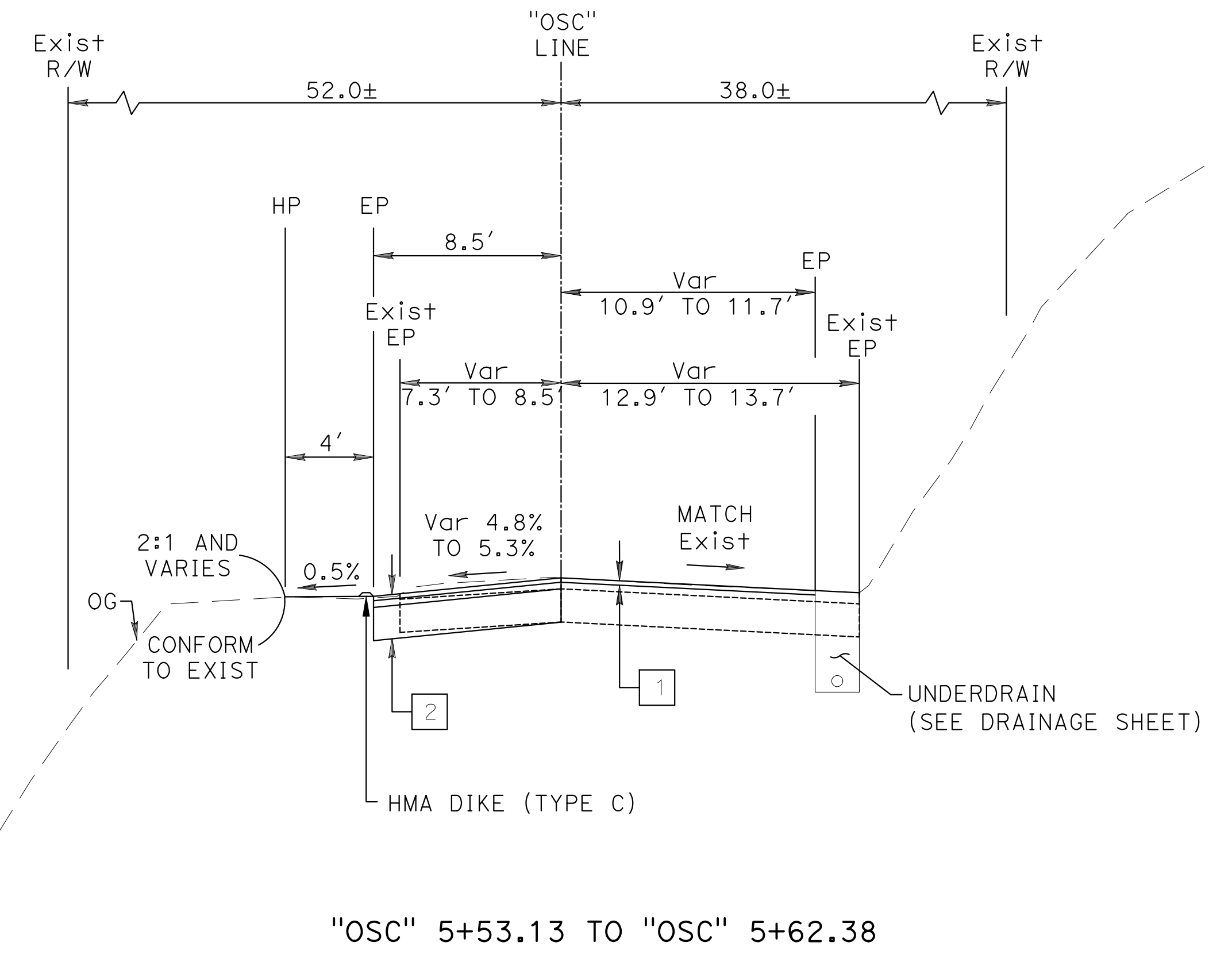
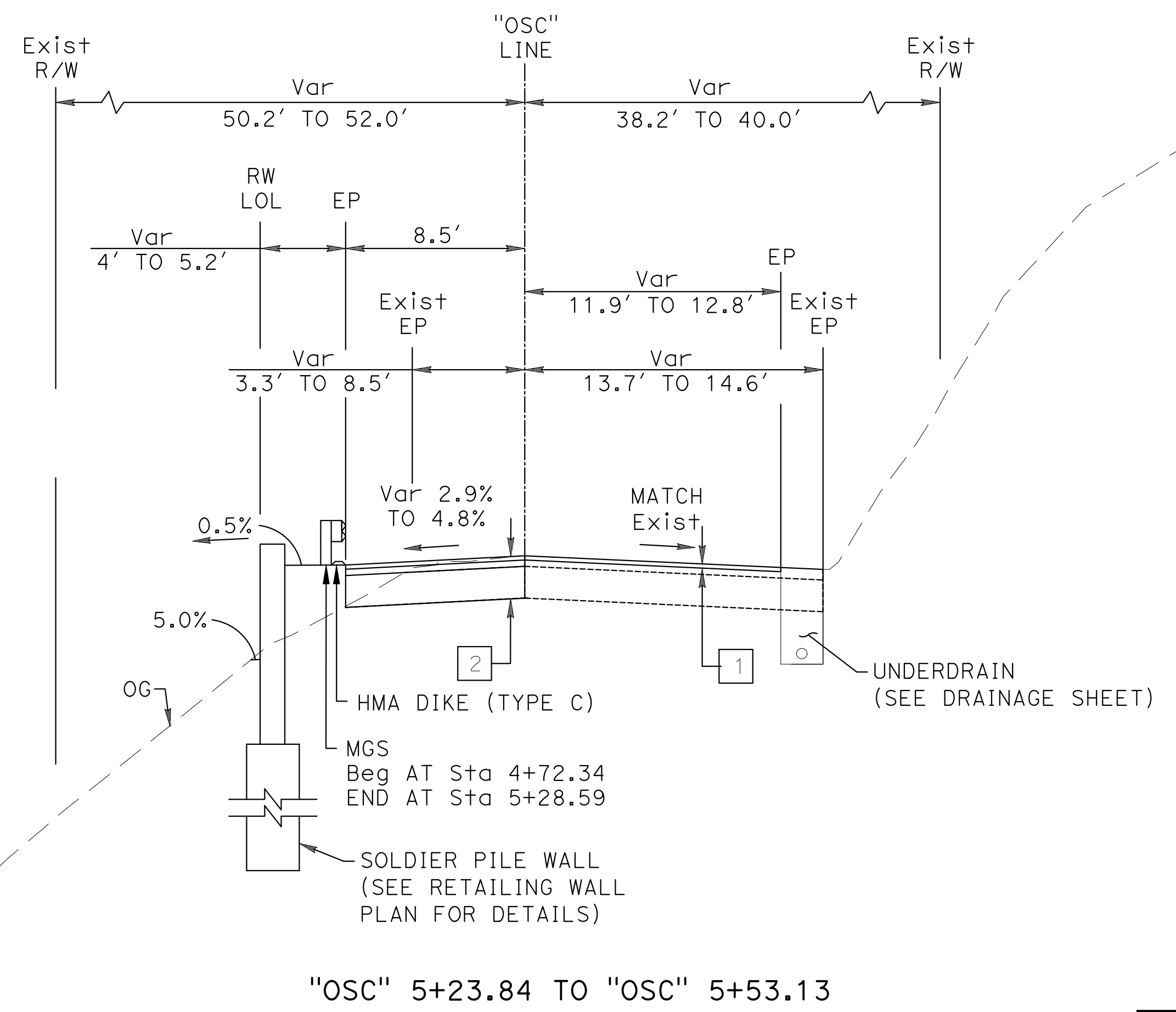
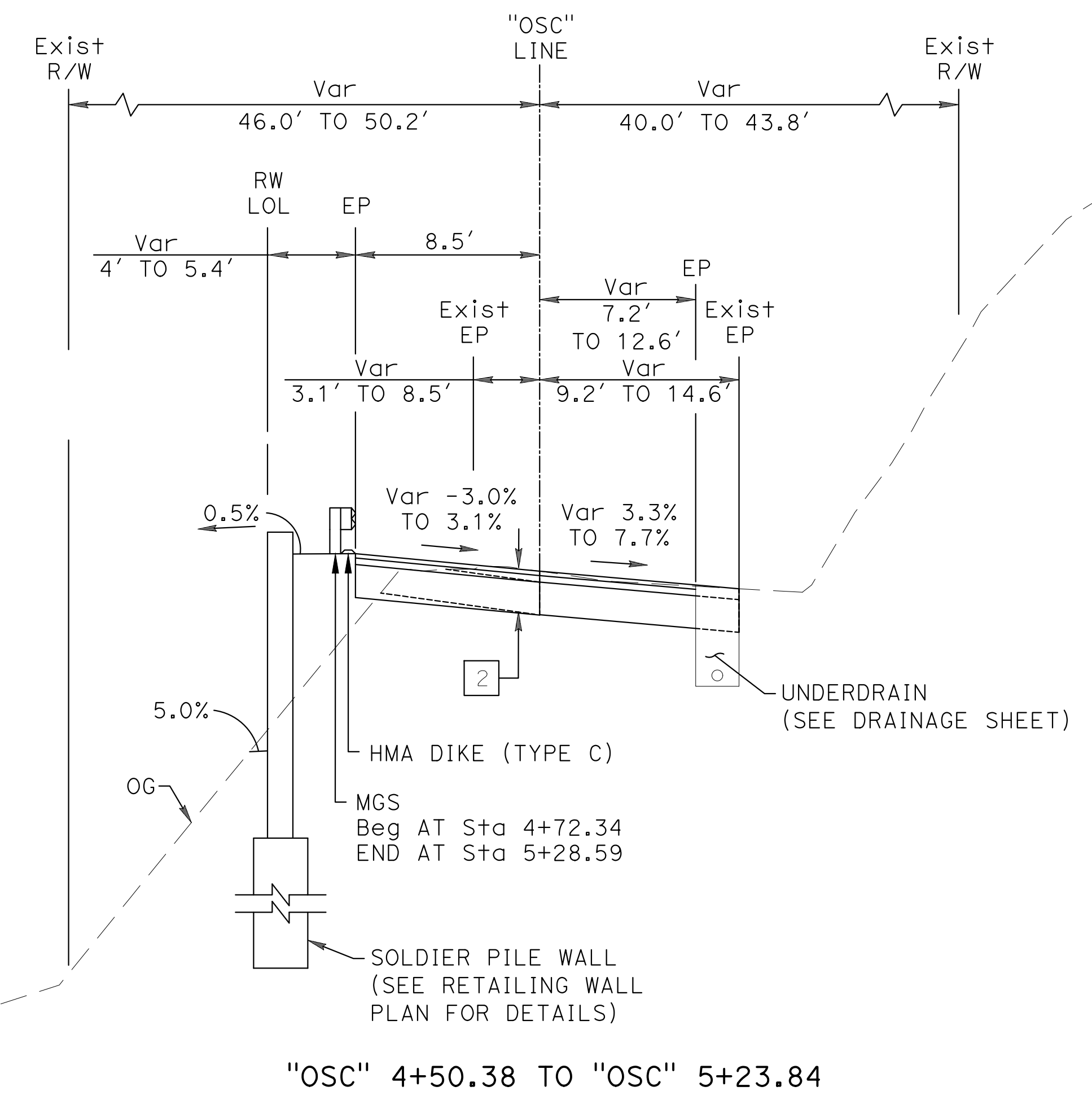
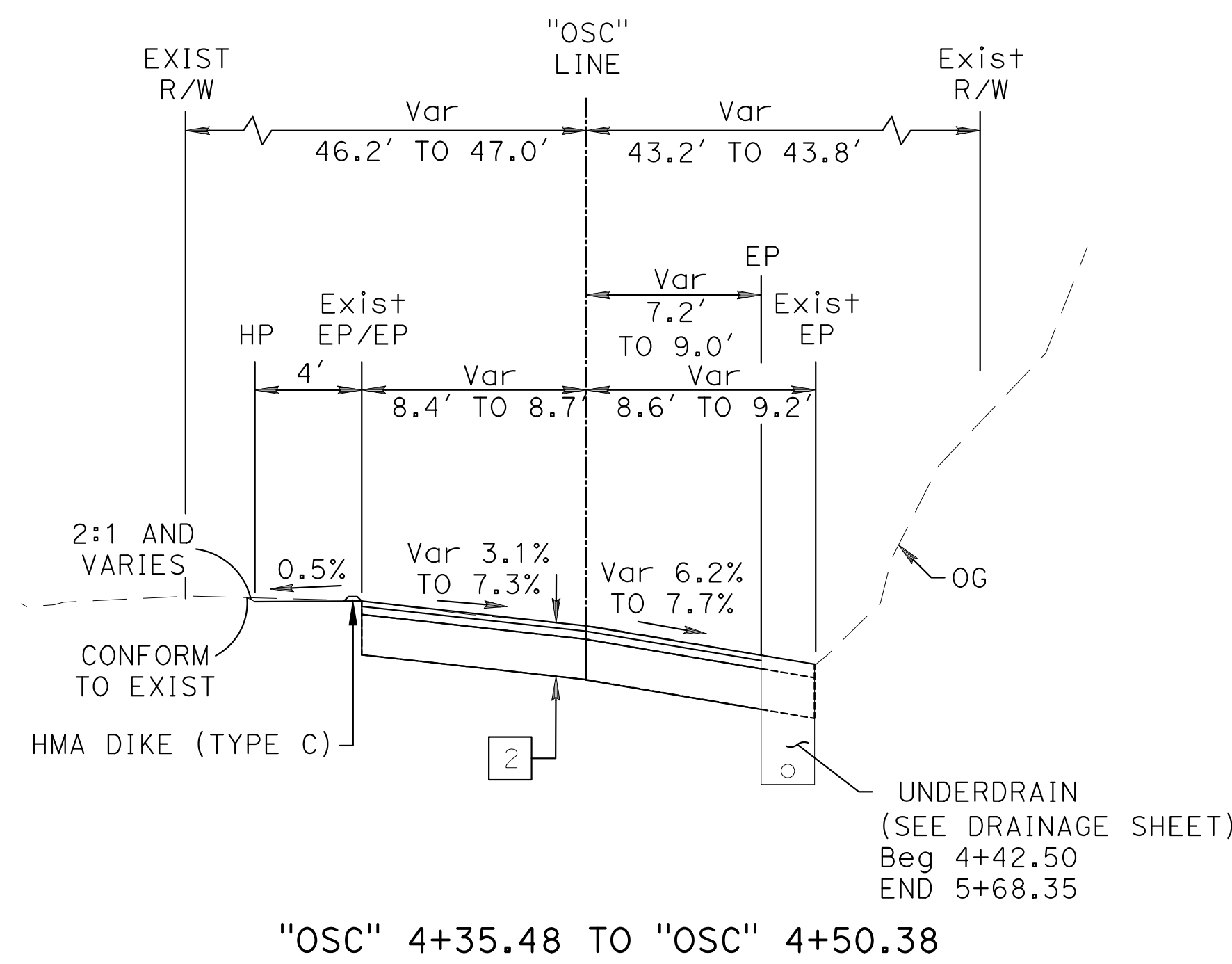
TOPOGRAPHIC SURVEY MAP

NOTES:

- 1. FINAL GRADES OF THE PAVEMENT (STRUCTURAL SECTIONS) ARE SUBJECT TO THE TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
- 2. FOR MIDWEST GUARDRAIL SYSTEM LIMITS, SEE LAYOUT SHEET.

TYPICAL PAVEMENT STRUCTURE SECTIONS

- 1 0.10' COLD PLANE AC
0.10' HMA (TYPE A)
- 2 0.10' HMA (TYPE A) TO BE PLACE CONCURRENTLY WITH 1
0.15' HMA (TYPE A)
0.75' CI 2 AB



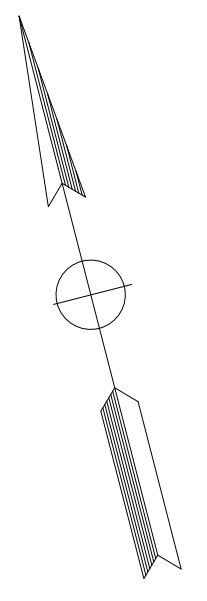
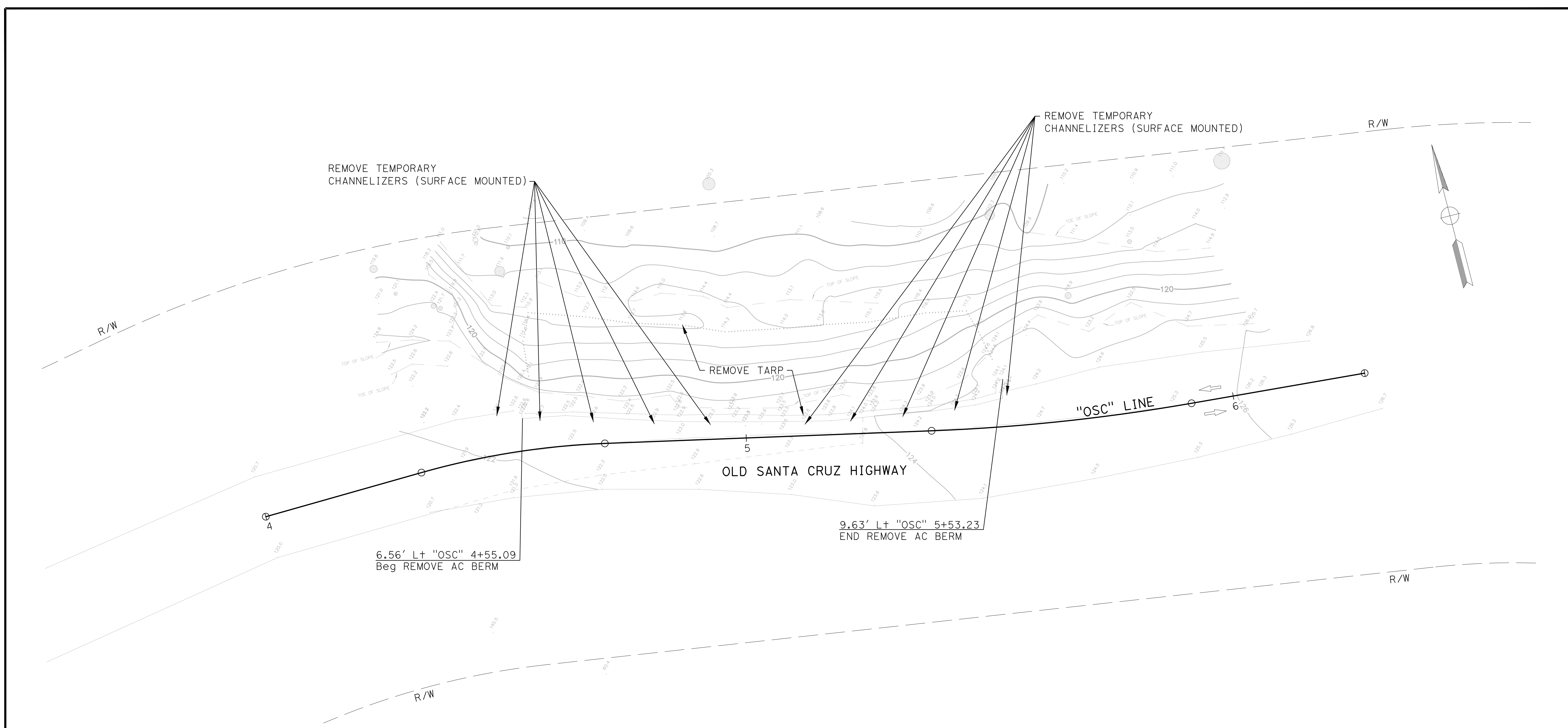
FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

OLD SANTA CRUZ HWY

TYPICAL CROSS SECTIONS

BY	
REVISION	
DATE	
PROJECT ENGINEER	SNEHALATHA PAVULURI
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	
OLD SANTA CRUZ HWY P.M. 1.36 STORM DAMAGE REPAIR PROJECT	
DRAWN:	S.HUYNH
CHECKED:	S.PAVULURI
DATE:	2/7/2022
SCALE:	1"=10'
JOB NO.	320166
SHEET	3 OF 15

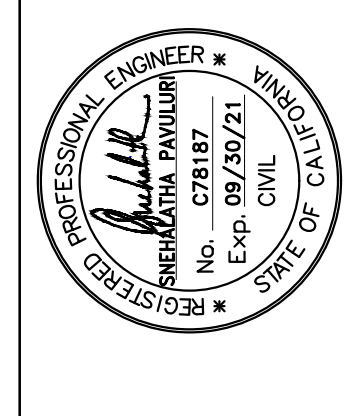
Attachment: Plans - Old Santa Cruz Highway PM 1.20 and 1.36 (eSign) (12387 - Advertisement for Old Santa Cruz Highway PM 1.20 and 1.36 Storm Damage Repair Project)



FOR ABBREVIATIONS AND
ADDITIONAL NOTES, SEE TITLE SHEET

REMOVAL PLAN

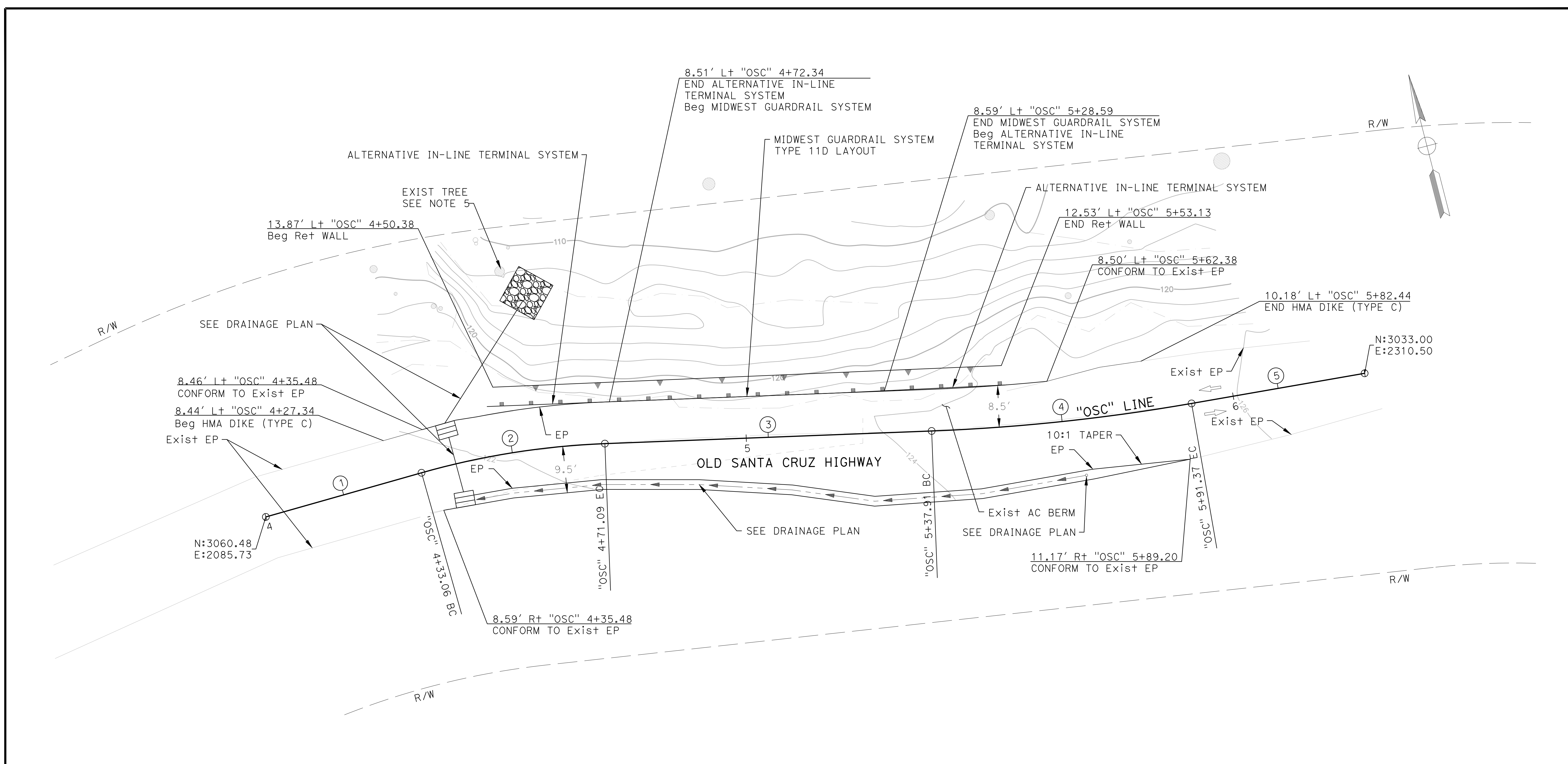
REVISION	DATE	BY



PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.36
STORM DAMAGE REPAIR PROJECT**

DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/7/2022
SCALE: 1"=10'
JOB NO. 320166
SHEET
4 OF 15



GENERAL CONSTRUCTION NOTES:

1. THE WORK HEREIN SHALL BE DONE WITH THE STANDARD SPECIFICATIONS AND PLANS DATED 2018 OF THE STATE OF CALIFORNIA AS THEY APPLY TO THE PLANS AND SPECIAL PROVISIONS.
2. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A TEMPORARY ACCESS GRADING PLAN FOR APPROVAL.
3. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL AND SHALL BE RESPONSIBLE FOR PROVIDING ALL CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL DEVICES. PAYMENT FOR THIS ITEM IS INCLUDED IN CONSTRUCTION AREA SIGNS ITEM 120090 AND TRAFFIC CONTROL SYSTEM ITEM 120100.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF THE EXACT LOCATIONS AND DEPTHS OF ANY UNDERGROUND UTILITIES. BEFORE ANY EXCAVATION, THE CONTRACTOR SHALL LOCATE AND PROTECT PUBLIC AND PRIVATE UNDERGROUND UTILITIES.
5. THE CONTRACTOR SHALL PROTECT EXISTING HIGHWAY FACILITIES AND FEATURES, TREES AND LANDSCAPING AREA IN KIND, WHICH SHALL REMAIN IN PLACE UNLESS OTHERWISE NOTED.
6. LIMITS OF MGS SYSTEM SHOWN ON PLAN SHEETS ARE APPROXIMATE AND SHOULD BE FIELD ADJUSTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
7. THE MGS POST SPACING TO BE 6'-3" CENTER TO CENTER, EXCEPT AS OTHERWISE NOTED. LIMITS OF MGS SYSTEM SHOWN ON PLAN SHEETS ARE APPROXIMATE AND SHOULD BE FIELD ADJUSTED BY THE CONTRACTOR.
8. MIDWEST GUARDRAIL SYSTEM DELINEATION SHALL BE PER CALTRANS S+d PLAN RSP A77N4. DELINEATORS SHALL BE INSTALLED ON EVERY THIRD STEEL POST.
9. ALTERNATIVE IN-LINE TERMINAL SYSTEM LOCATION SHALL BE DETERMINED BY THE ENGINEER.

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

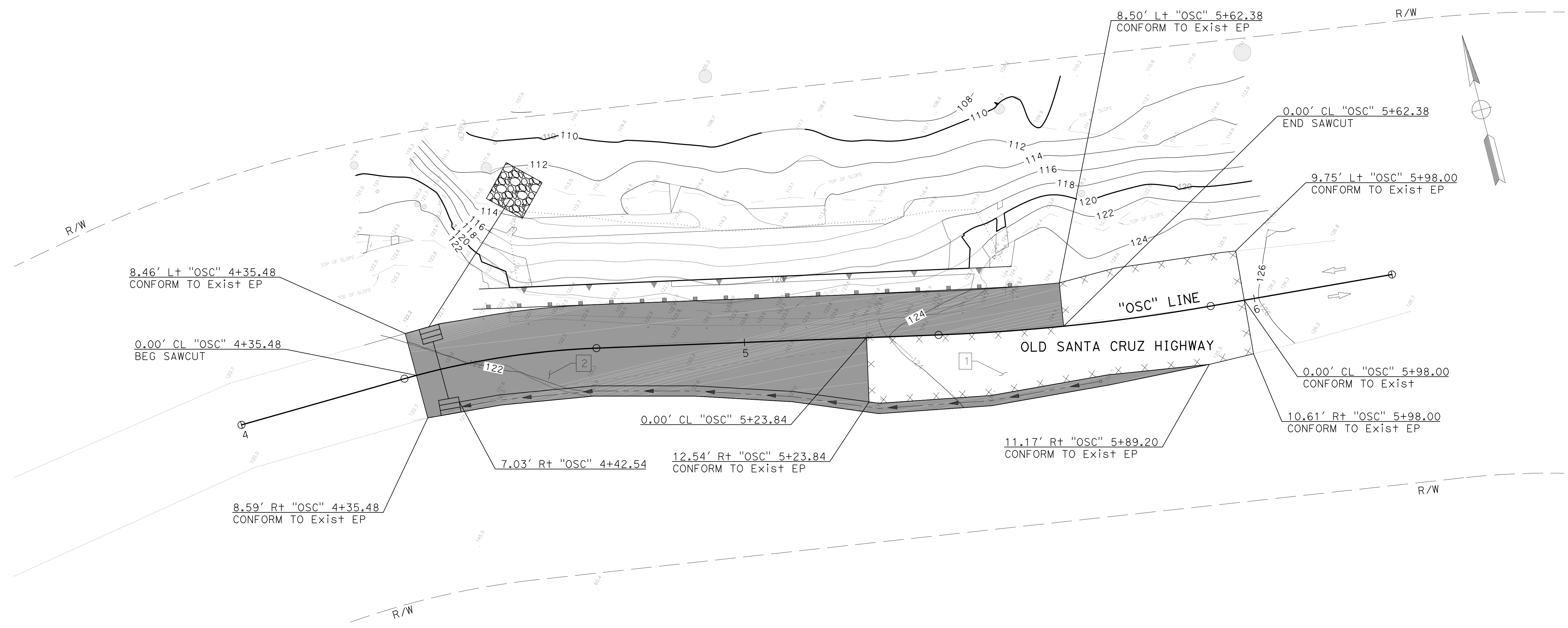
CONTROL LINE DATA							
CONTROL LINE SEGMENT	BEGIN Sta	END Sta	R	DELTA	L	T	BEARING
①	4+00.00	4+33.06			33.06'		N88°34'55"E
②	4+33.06	4+71.09	160.00'	13°37'01"	38.03'	19.10'	
③	4+71.09	5+37.91			66.82'		S77°48'04"E
④	5+37.91	5+91.37	400.00'	7°39'25"	53.46'	26.77'	
⑤	5+91.37	6+27.27			35.90'		S85°27'29"E

LAYOUT

BY	
REVISION	
DATE	
PROJECT ENGINEER	SNEHALATHA PAVULURI
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	
OLD SANTA CRUZ HWY P.M. 1.36 STORM DAMAGE REPAIR PROJECT	
DRAWN:	S.HUYNH
CHECKED:	S.PAVULURI
DATE:	2/7/2022
SCALE:	1"=10'
JOB NO.	320166
SHEET	5 OF 15

LEGEND:

- No. STRUCTURAL SECTION
- X X X COLD PLANE LIMIT
- SAWCUT LIMIT



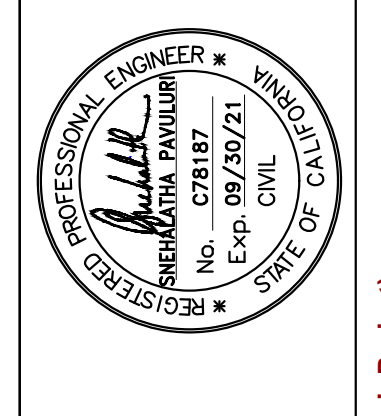
NOTE:

1. ADJUSTMENT OF PAVEMENT REPLACEMENT LIMITS AND EXTENT OF THE EXISTING PAVEMENT REPAIRS MAY BE NECESSARY TO RESTORE ROADWAY SURFACE CONDITIONS. FINAL DETERMINATION SHALL BE MADE BY THE RESIDENT ENGINEER.

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

CONSTRUCTION DETAIL

BY	REVISION	DATE



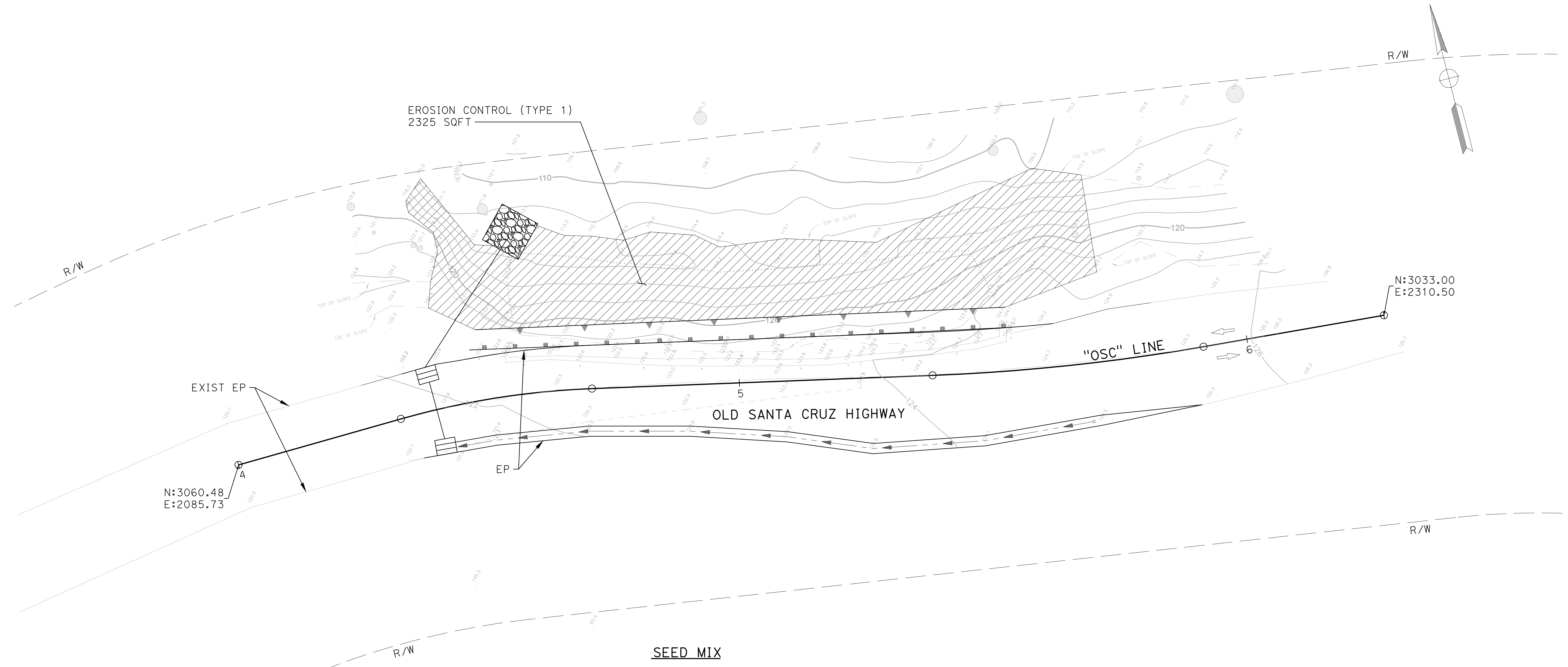
PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
OLD SANTA CRUZ HWY P.M. 1.36
STORM DAMAGE REPAIR PROJECT

DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/7/2022
SCALE: 1"=10'
JOB NO. 320166
SHEET 6 OF 15

LEGEND:

 EROSION CONTROL (TYPE 1)



SEED MIX

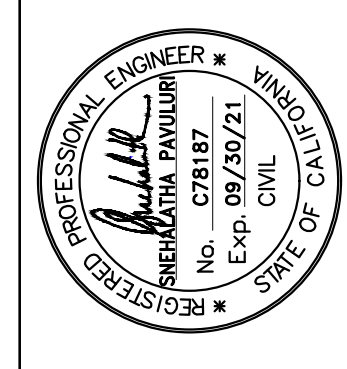
BOTANICAL NAME (COMMON NAME)	PERCENT GERMINATION (MINIMUM)	POUNDS PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)
BROMUS CARINATUS (CALIFORNIA BROME)	55	25
HORDEUM DRACHYANTHERUM (MEADOW BARLEY)	56	10
ELYMUS GLAUCUS (BLUE WILDRYE)	53	6
ELYMUS GLAUCUS (BEARDLESS WILDRYE)	53	4
JUNCUS BUFONIUS (COMMON TOAD RUSH)	70	25

EROSION CONTROL (TYPE 1)

SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	REMARKS
		DESCRIPTION	TYPE		
STEP 1	RECP (TRM)	(TRM)	CALTRANS TYPE B	-	-
STEP 2	FIBER ROLL	FIBER ROLL	8" TO 10" Dia.	-	CALTRANS TYPE 1 FIBER ROLL INSTALLATION
STEP 3	HYDROMULCH	SEED	SEE MIX	70 LB/AC	-
		FIBER	WOOD	1000 LB/AC	-
		TACKIFIER	PSYLLIUM	125 LB/AC	-
		FERTILIZER	-	800 LB/AC	-

FOR ABBREVIATIONS AND
ADDITIONAL NOTES, SEE TITLE SHEET

EROSION CONTROL PLAN

BY		REVISION		DATE	
					
PROJECT ENGINEER			SNEHALATHA PAVULURI		
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS OLD SANTA CRUZ HWY P.M. 1.36 STORM DAMAGE REPAIR PROJECT					
DRAWN: S.HUYNH					
CHECKED: S.PAVULURI					
DATE: 2/7/2022					
SCALE: 1"=10'					
JOB NO. 320166					
SHEET					
8 OF 15					

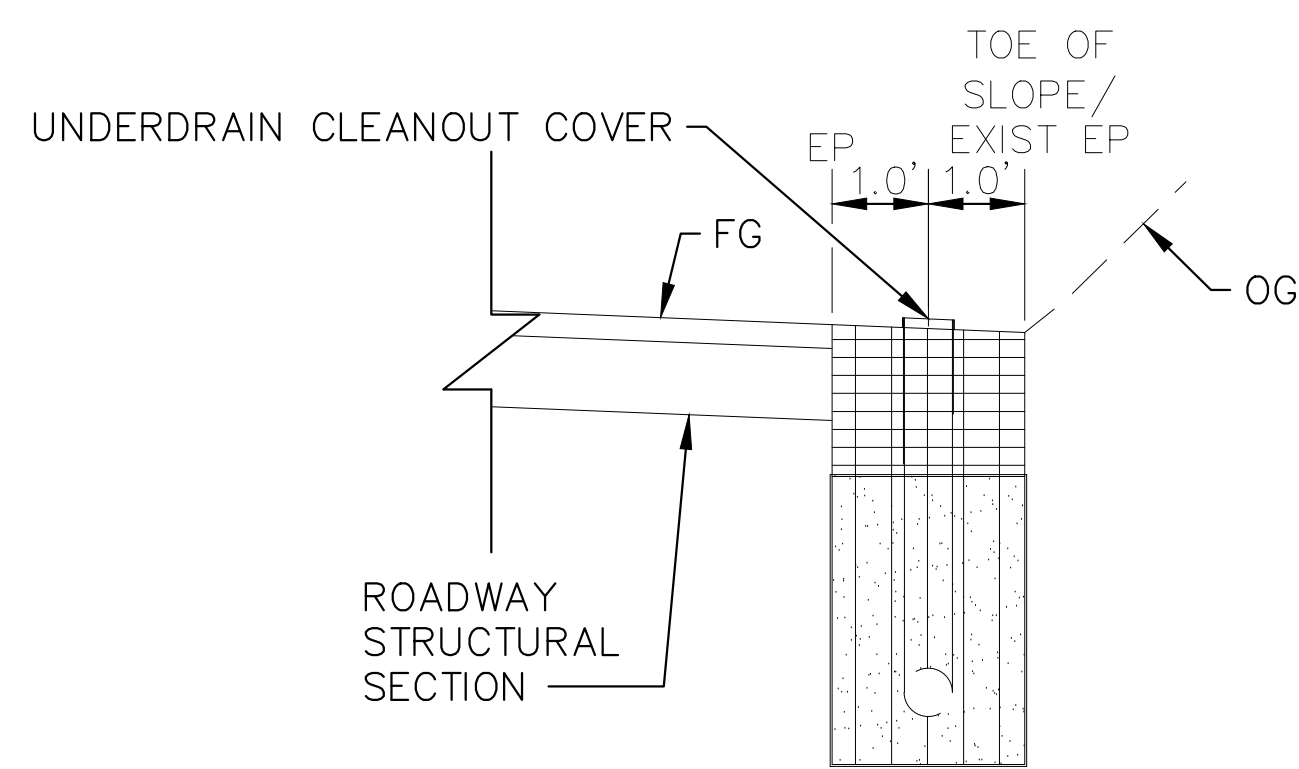
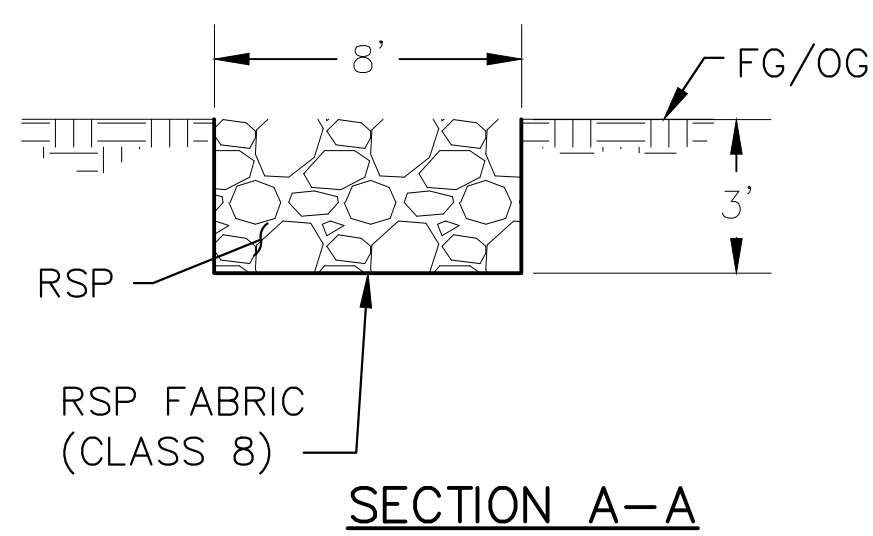
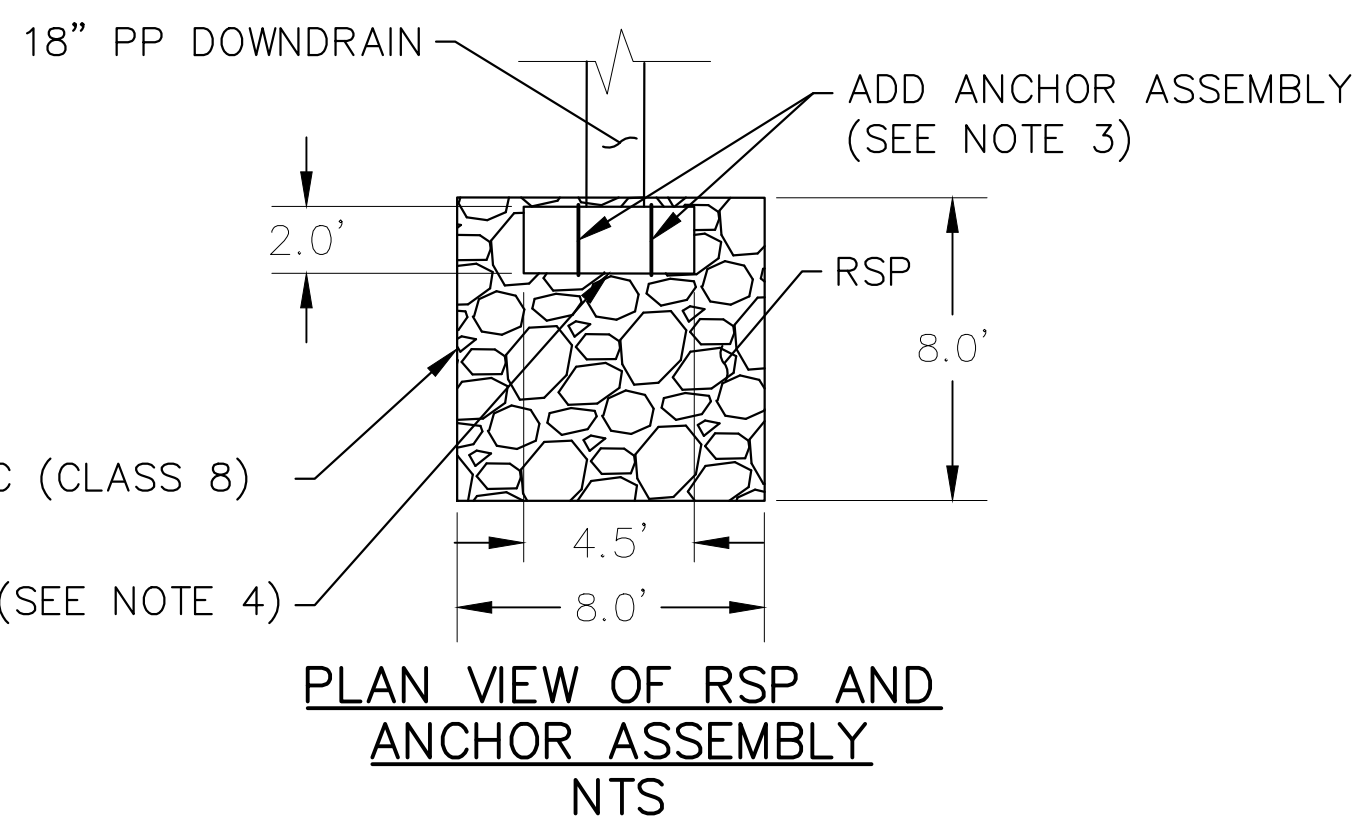
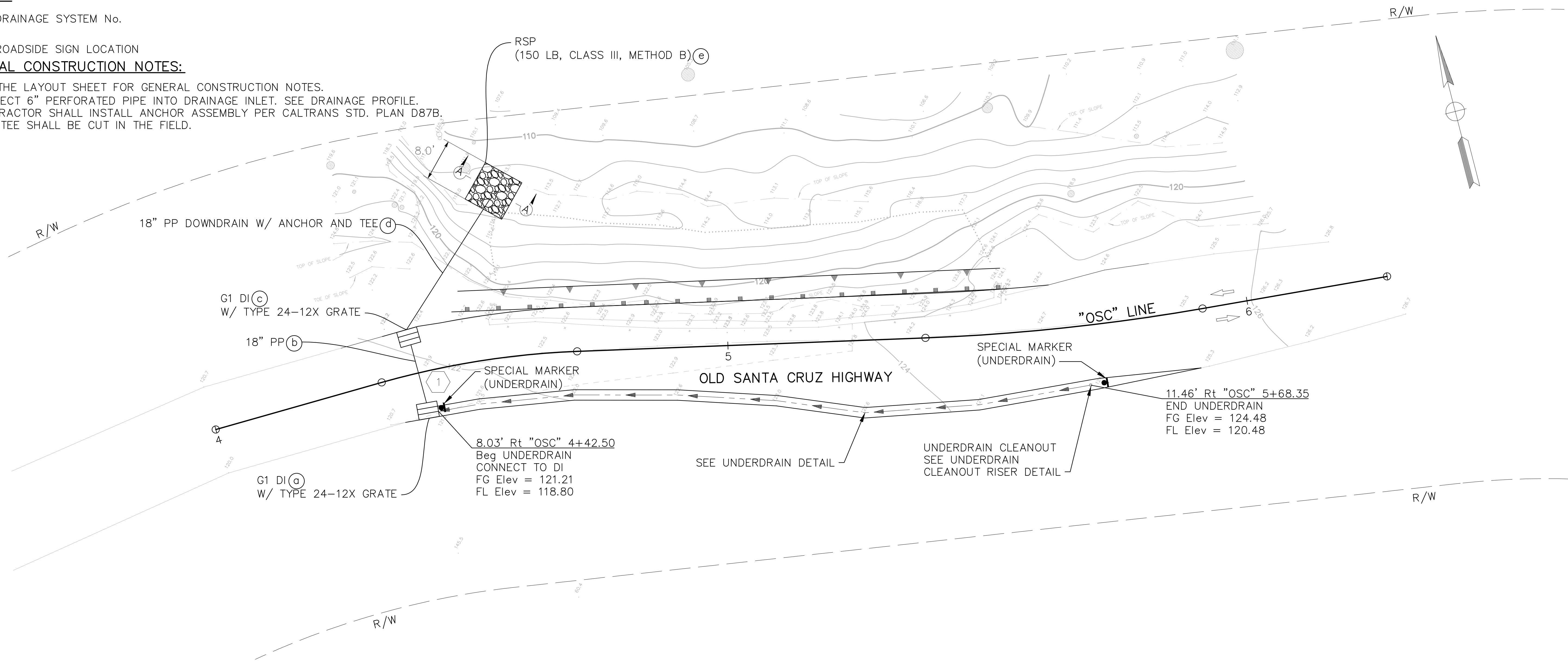
LEGEND:

(No.) DRAINAGE SYSTEM No.

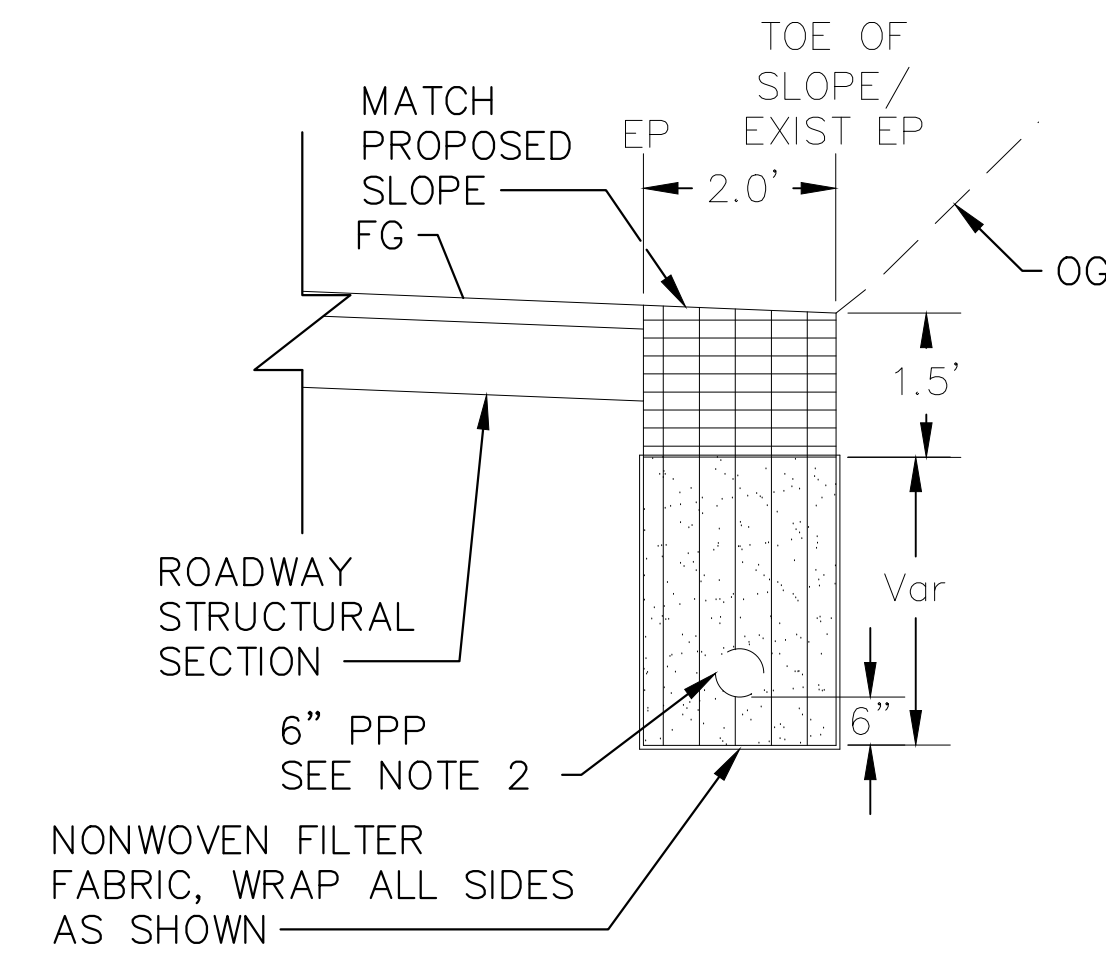
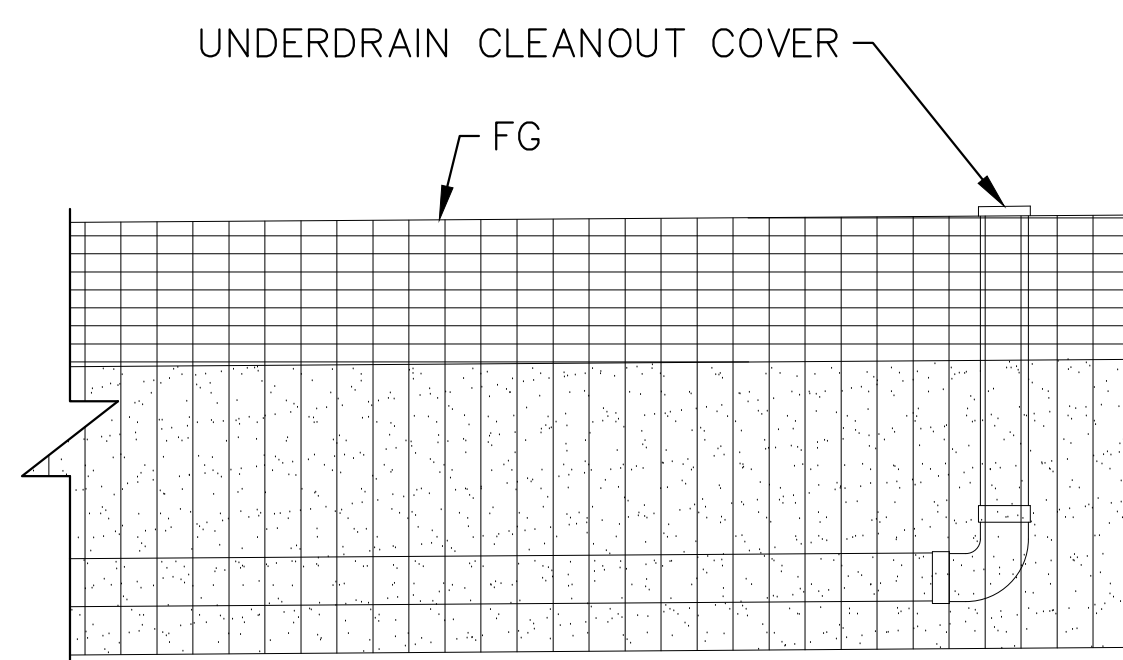
ROADSIDE SIGN LOCATION

GENERAL CONSTRUCTION NOTES:

1. SEE THE LAYOUT SHEET FOR GENERAL CONSTRUCTION NOTES.
2. CONNECT 6" PERFORATED PIPE INTO DRAINAGE INLET. SEE DRAINAGE PROFILE.
3. CONTRACTOR SHALL INSTALL ANCHOR ASSEMBLY PER CALTRANS STD. PLAN D87B.
4. PIPE TEE SHALL BE CUT IN THE FIELD.



UNDERDRAIN CLEANOUT RISER DETAIL
NO SCALE



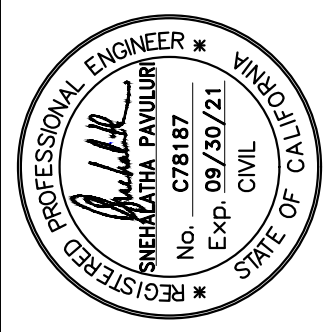
- ROADWAY BACKFILL
- ROADWAY EXCAVATION
- CLASS 2 PERMEABLE MATERIAL

UNDERDRAIN DETAIL
NO SCALE

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

DRAINAGE PLAN

REVISION	DATE	BY



PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ – DEPARTMENT OF PUBLIC WORKS

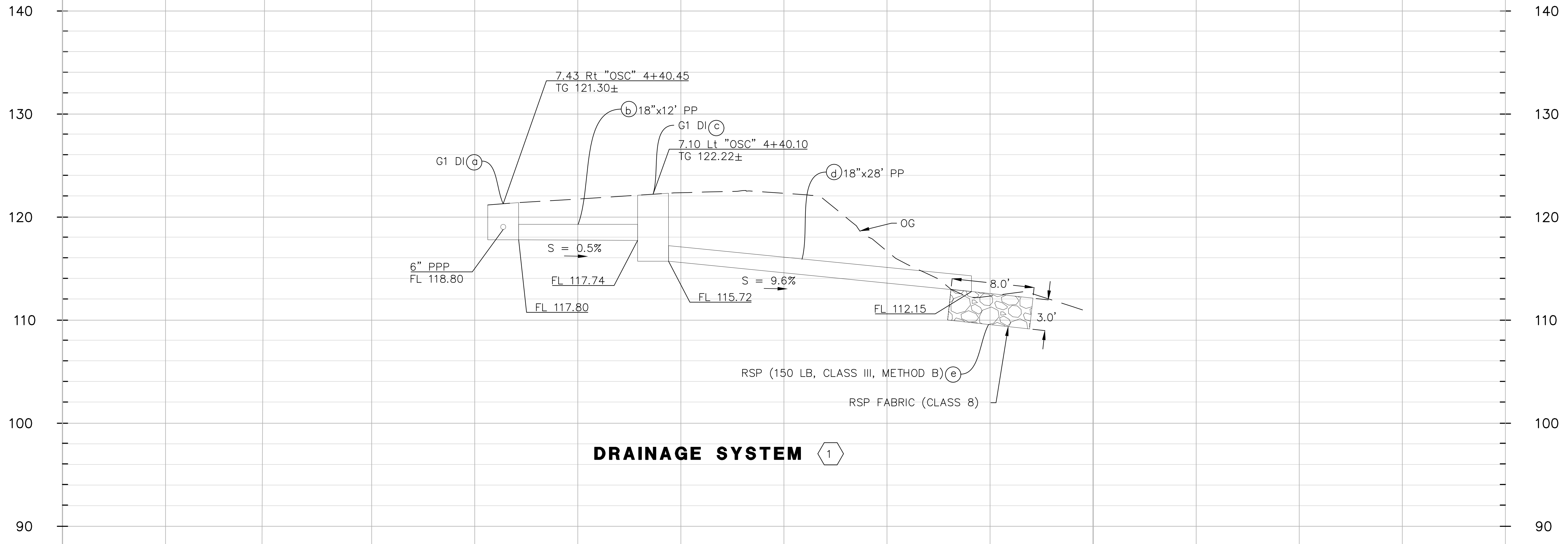
**OLD SANTA CRUZ HWY P.M. 1.36
STORM DAMAGE REPAIR PROJECT**

DRAWN: S.HUYNH
 CHECKED: S.PAVULURI
 DATE: 2/7/2022
 SCALE: 1"=10'
 JOB NO. 320166

SHEET
9 OF 15

NOTES:

THE CONTRACTOR SHALL VERIFY AND ADJUST ELEVATIONS AS NEEDED AND AS APPROVED BY THE ENGINEER PRIOR TO DRAINAGE INSTALLATION.



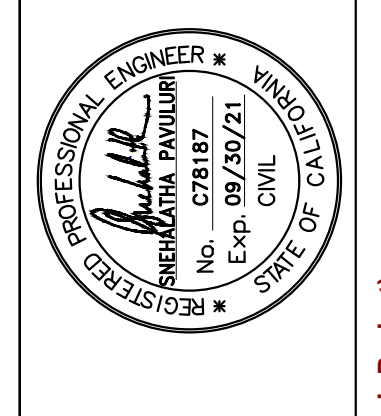
DRAINAGE SYSTEM (1)

SCALE:
Horiz: 1" = 5'
Vert: 1" = 5'

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

DRAINAGE PROFILE

REVISION	DATE	BY



PROJECT ENGINEER
SNEHALATHA PAVULURI

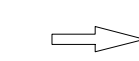



COUNTY OF SANTA CRUZ – DEPARTMENT OF PUBLIC WORKS
OLD SANTA CRUZ HWY P.M. 1.36 STORM DAMAGE REPAIR PROJECT

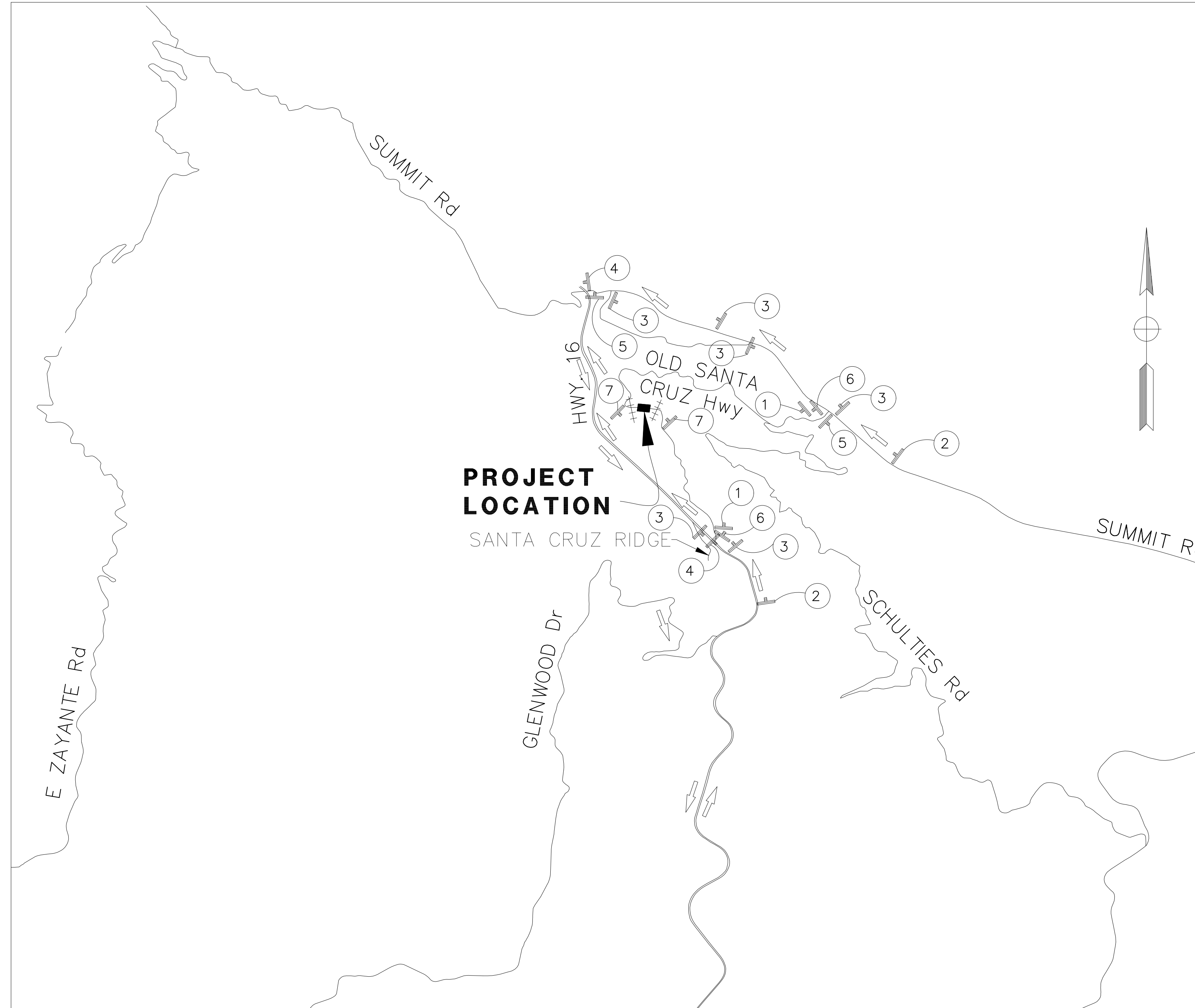
DRAWN: S. HUYNH
CHECKED: S. PAVULURI
DATE: 2/7/2022
SCALE: AS SHOWN
JOB NO. 320166
SHEET
10 OF 15

NOTES:

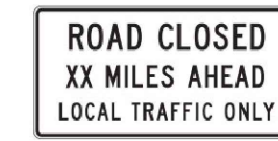









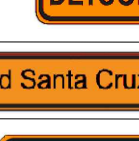



1. THIS PLAN IS ACCURATE FOR DETOUR PLAN ONLY.
2. EXACT SIGN AND BARRICADE LOCATIONS TO BE DETERMINED BY THE ENGINEER.
3. INSTALL SIGNS TWO WEEKS BEFORE THE COMMENCEMENT OF CONSTRUCTION. DETOUR SIGNS SHALL BE COVERED TILL THE START OF CONSTRUCTION.

LEGEND:

-  DIRECTION OF TRAVEL
-  DETOUR SIGN
-  SIGN NUMBER
-  TYPE III BARRICADE

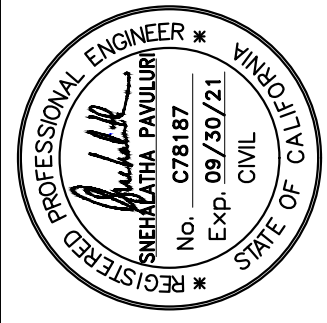


STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

SIGN No.	SIGN CODE	PANEL SIZE (INCHES)	SIGN IMAGE	SIGN MESSAGE	POST SIZE	QUANTITY
1	R11-3a	60 x 30		ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY	1-4" x 6"	2
	D3-1	VARIABLES x 12		OLD SANTA CRUZ HWY		
2	W20-2	36 x 36		DETOUR AHEAD	1-4" x 6"	2
	D3-1	VARIABLES x 12		OLD SANTA CRUZ HWY		
3	SC9 (CA)	36 x 36		DETOUR (UP ARROW)	1-4" x 6"	6
	D3-1	VARIABLES x 12		OLD SANTA CRUZ HWY		
4	M4-9	30 x 24		DETOUR (WITH Lt ARROW)	1-4" x 6"	2
	D3-1	VARIABLES x 12		OLD SANTA CRUZ HWY		
5	M4-9	30 x 24		DETOUR (WITH Rt ARROW)	1-4" x 6"	2
	D3-1	VARIABLES x 12		OLD SANTA CRUZ HWY		
6	M4-8a	24 x 18		END DETOUR	1-4" x 6"	2
	D3-1	VARIABLES x 12		OLD SANTA CRUZ HWY		
7	SC6-4 (CA) (MOD)	48 x 60		ROAD CLOSED XX XX XX THRU XX XX XX X AM - X PM	2-4" x 6"	2
	D3-1	VARIABLES x 12		OLD SANTA CRUZ HWY		

FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

DETOUR PLAN



PROJECT ENGINEER
SNEHALATH PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS

**OLD SANTA CRUZ HWY P.M. 1.36
STORM DAMAGE REPAIR PROJECT**


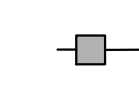
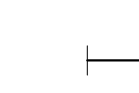
DRAWN: S. HUYNH
CHECKED: S.PAVULURI
DATE: 2/7/2022
SCALE: NO SCALE
JOB NO. 320166
SHEET

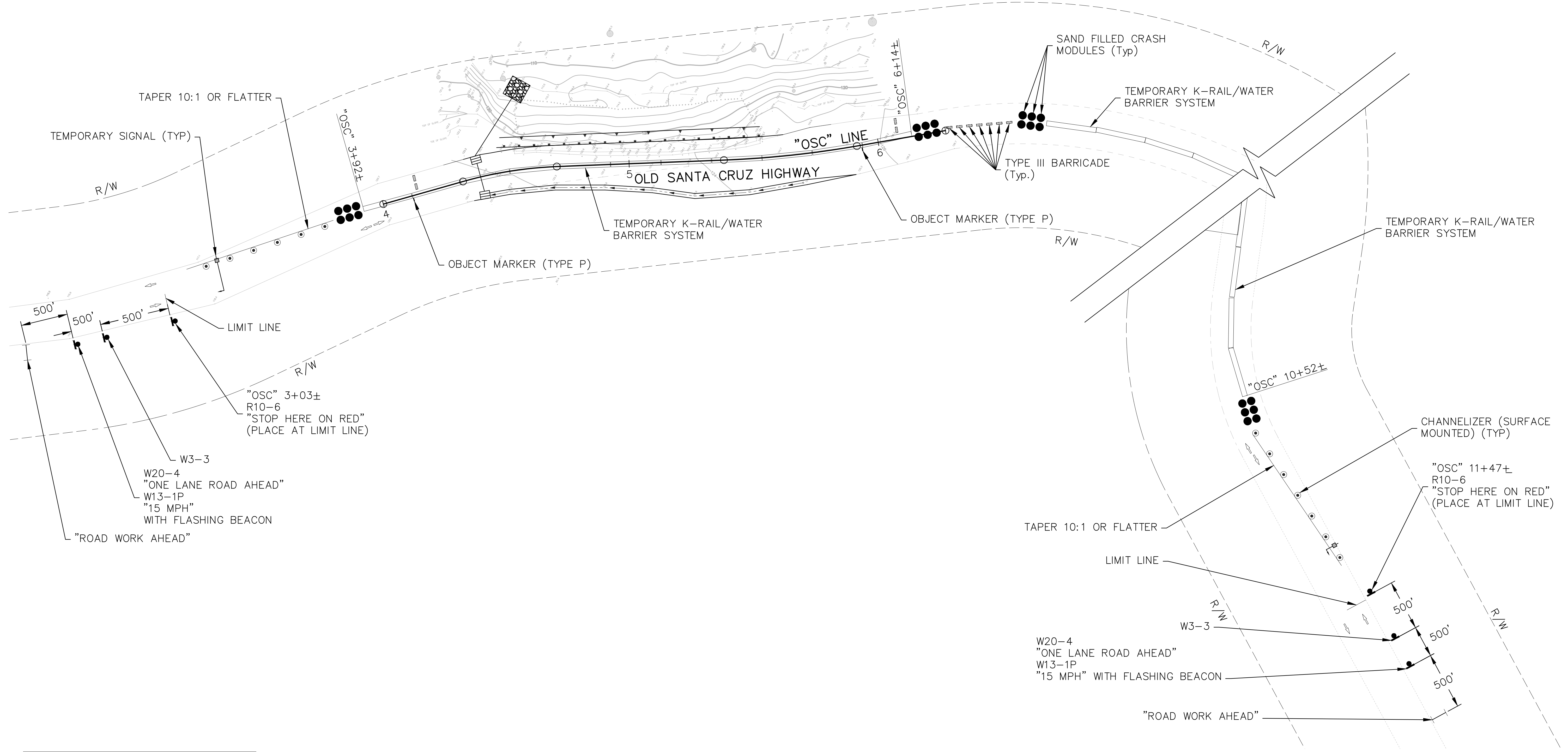
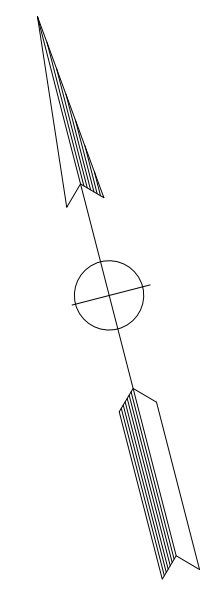
11 OF 15

NOTES:

- CONSTRUCTION AREA SIGNAGE PLAN SHALL BE PREPARED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. EXACT LOCATIONS OF THE SIGNS ARE TO BE DETERMINED BY THE ENGINEER. CONSTRUCTION AREA SIGNS TO INCLUDE "ROAD WORK AHEAD", "BEGIN CONSTRUCTION", "ONE LANE ROAD AHEAD", "SIGNAL AHEAD", "STOP SIGN", "END CONSTRUCTION" AND "END ROAD WORK".
- CONSTRUCTION AREA SIGNS ARE TO REMAIN FOR THE DURATION OF THE PROJECT.
- CONSTRUCTION AREA SIGNS AND TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 Rev 5.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND ENSURING TRAFFIC CONTROL MEASURES ARE OPERATIONAL AND IN CONFORMANCE WITH CA MUTCD.
- CONTRACTOR HAS AN OPTION TO USE WATER BARRIER SYSTEM IN LIEU OF STANDARD TEMPORARY K-RAIL. WATER BARRIERS IF USED, SHALL MEET THE CRITERIA FOR MASH TEST LEVEL (TL-1).
- TEMPORARY LIMIT LINES AND TEMPORARY PAVEMENT MARKINGS SHALL BE FULLY REMOVED AT THE END OF CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM 10' WIDE TRAFFIC LANE AT ALL TIMES.
- PLACE CHANNELIZERS AT 10' CENTER TO CENTER SPACING.
- RIGHT OF WAY AND ROADWAY LIMITS SHOWN BEYOND THE TOPOGRAPHIC MAP ARE APPROXIMATE.
- THE CONTRACTOR SHALL VERIFY THE ACTUAL DIMENSION ON SITE AND MAKE THE NECESSARY ADJUSTMENTS IF NEEDED AND AS DIRECTED BY THE ENGINEER.

LEGEND:

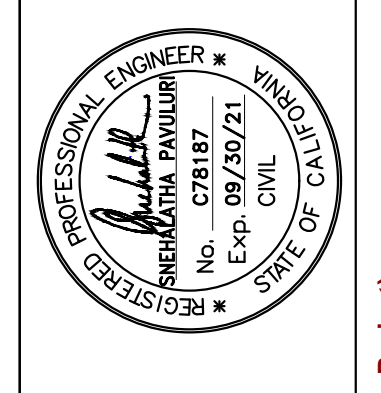
-  CONSTRUCTION SIGN
-  PORTABLE TEMPORARY SIGNAL
-  CHANGEABLE MESSAGE SIGN



FOR ABBREVIATIONS AND ADDITIONAL NOTES, SEE TITLE SHEET

TRAFFIC HANDLING PLAN

BY	REVISION	DATE



PROJECT ENGINEER
SNEHALATHA PAVULURI

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.36
STORM DAMAGE REPAIR PROJECT**

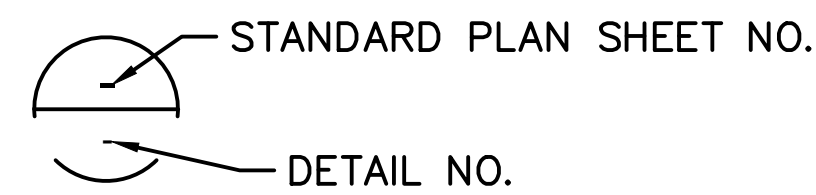
DRAWN: S.HUYNH
CHECKED: S.PAVULURI
DATE: 2/7/2022
SCALE: 1"=20'
JOB NO. 320166
SHEET
12 OF 15

STANDARD PLANS DATED 2018

- A3A ABBREVIATIONS (SHEET 1 OF 3)
- A3B ABBREVIATIONS (SHEET 2 OF 3)
- A3C ABBREVIATIONS (SHEET 3 OF 3)
- A10A LINES AND SYMBOLS (SHEET 1 OF 5)
- A10B LINES AND SYMBOLS (SHEET 2 OF 5)
- A10C LINES AND SYMBOLS (SHEET 3 OF 5)
- A10D LINES AND SYMBOLS (SHEET 4 OF 5)
- A10E LINES AND SYMBOLS (SHEET 5 OF 5)
- A10F LEGEND - SOIL (SHEET 1 OF 2)
- A10G LEGEND - SOIL (SHEET 1 OF 2)
- A10H LEGEND - ROCK

INDEX OF PLANS

SHEET NO.	TITLE
1	RETAINING WALL GENERAL PLAN NO.1
2	RETAINING WALL GENERAL PLAN NO.2
3	RETAINING WALL DETAILS

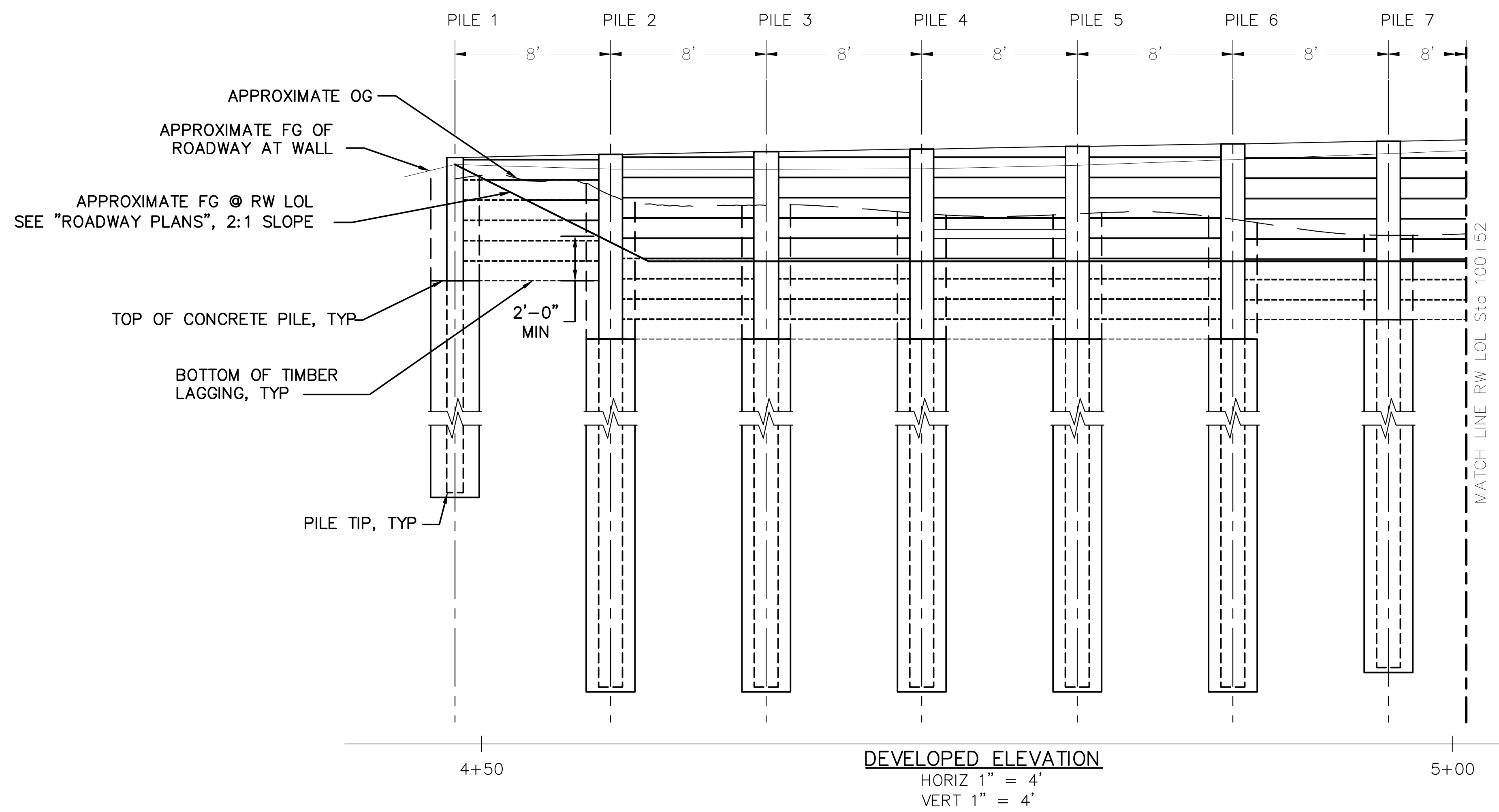
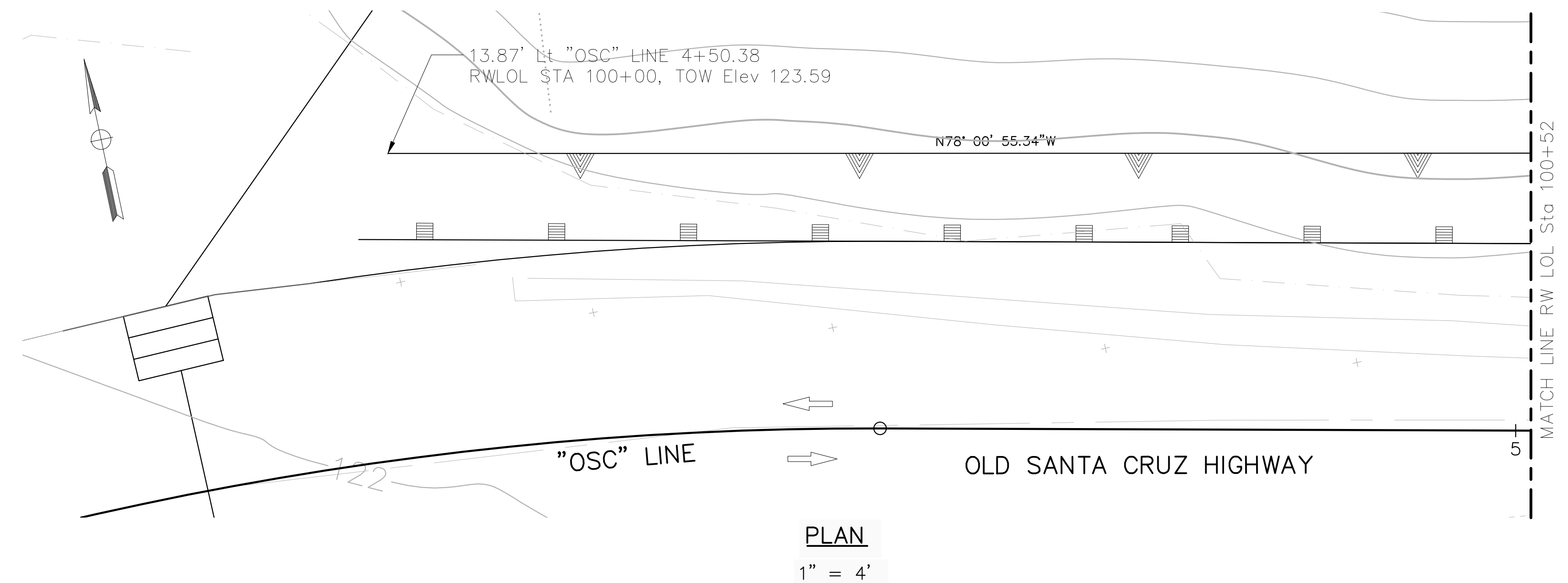


GENERAL NOTES:

- DESIGN:** AASHTO LRFD BRIDGE DESIGN SPECIFICATION, 6TH EDITION WITH CALIFORNIA AMENDMENTS, CALTRANS TRENCHING AND SHORING MANUAL, AUGUST 2011
- LIVE LOAD:** 250 PSF EQUIVALENT 2 FEET SOIL WEIGHT
- SOIL PARAMETERS:** FOR DETERMINATION OF DESIGN LATERAL EARTH PRESSURES)
 BACKFILL AND RETAINED EARTH SOIL WEIGHT = 125 PCF
 FRICTION ANGLE = 28°
 ACTIVE PRESSURE COEFFICIENT $K_a = 0.361$
- SEISMIC PARAMETER:** $K_h = 0.500$
- STEEL SOLDIER PILES AND PLATES:** ASTM A572/A572M, GRADE 50MIN
- STRUCTURAL TIMBER:** TREATED DOUGLAS FIR, GRADE NO. 1 OR BETTER TIMBER TO BE FULL SAWN

QUANTITIES

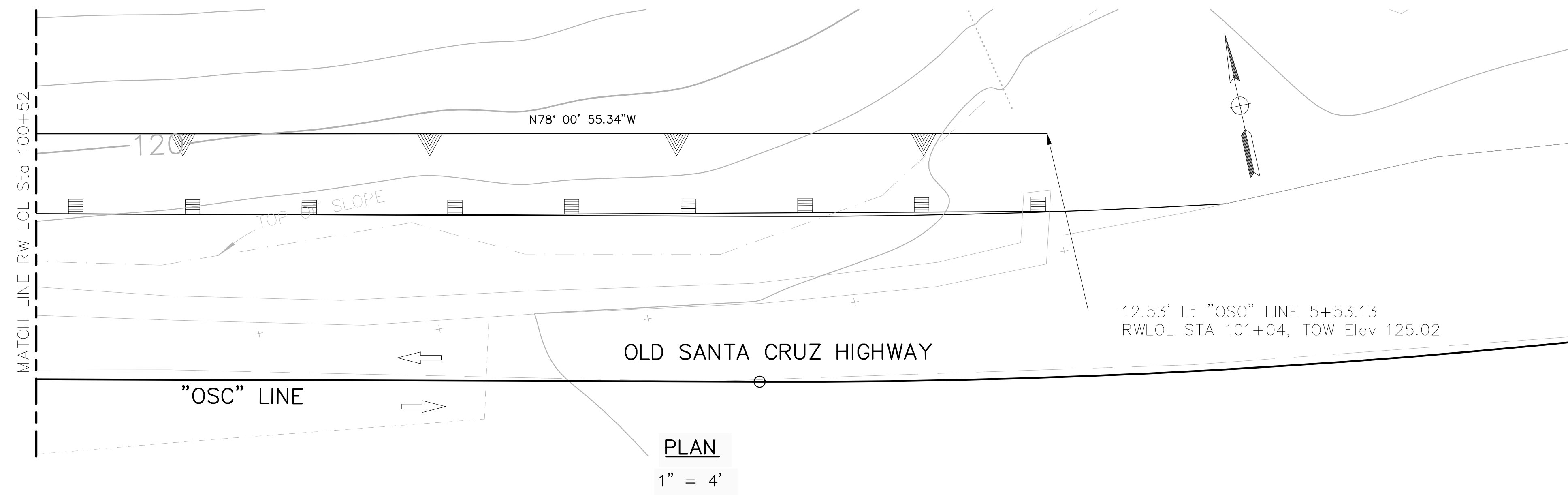
STRUCTURE EXCAVATION (SOLDIER PILE WALL)	47	CY
STRUCTURE BACKFILL (SOLDIER PILE WALL)	37	CY
CONCRETE BACKFILL (SOLDIER PILE WALL)	74	CY
LEAN CONCRETE BACKFILL (ENGMET)	16	CY
STEEL SOLDIER PILE (HP10X57)	58	LF
STEEL SOLDIER PILE (HP12X74)	36	LF
STEEL SOLDIER PILE (HP14X89)	432	LF
30" DRILLED HOLE	492	LF
TIMBER LAGGING	6	MFBM
CLEAN AND PAINT STEEL SOLDIER PILING	1	LUMP SUM
MINOR CONCRETE (MINOR STRUCTURE)	5	CY



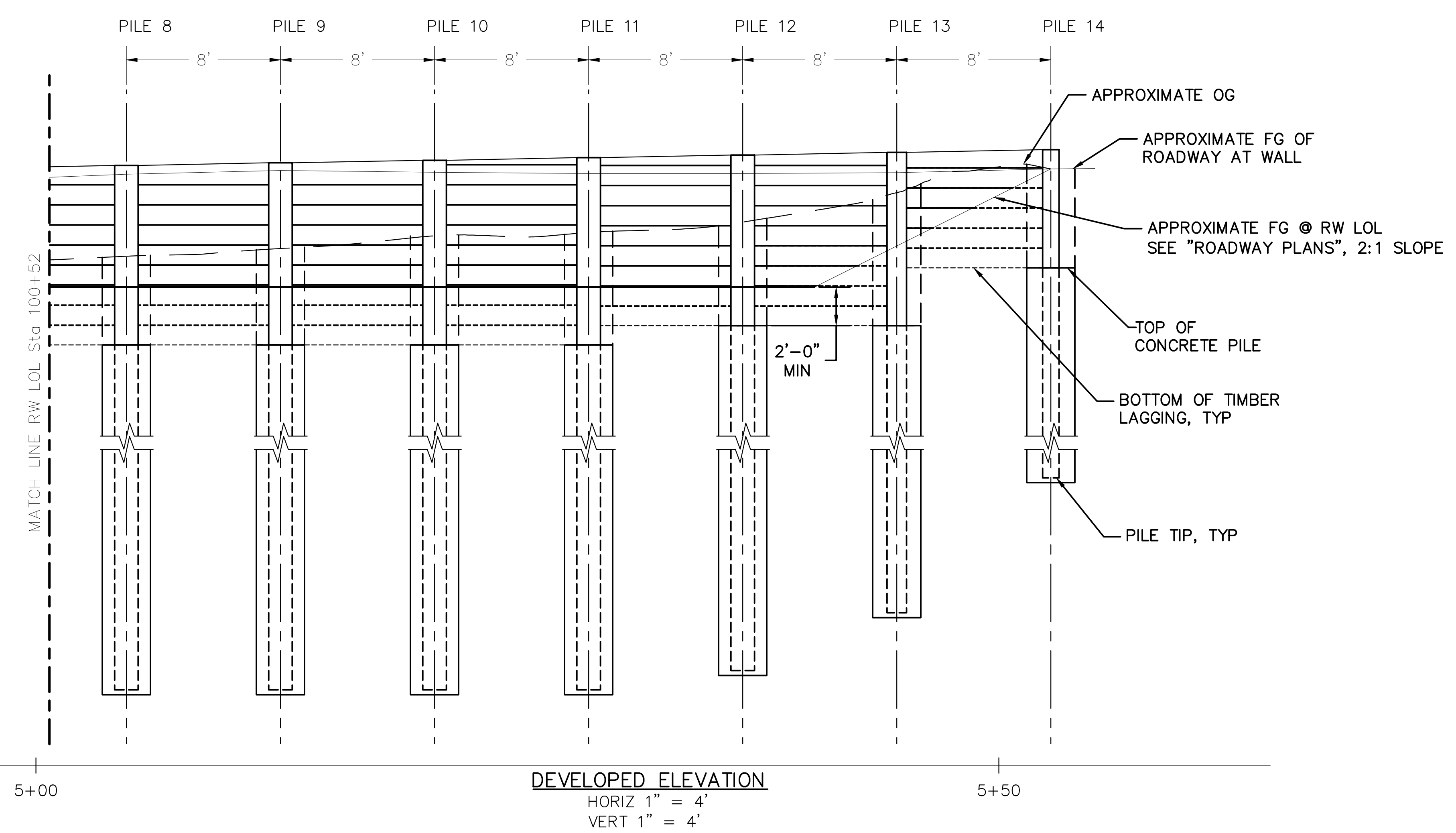
RW LOL STATION	100+00.00	100+08.00	100+16.00	100+24.00	100+32.00	100+40.00	100+48.00
TOP OF WALL ELEV	123.34	123.50	123.64	123.77	123.91	124.04	124.18
ANCHOR ELEVATION @ RW LOL	-	-	-	-	-	-	-
TOP OF CONCRETE PILE ELEV	117.00	114.00	114.00	114.00	114.00	114.00	115.00
PILE TIP ELEVATION	94.00	84.00	84.00	84.00	84.00	84.00	85.00
PILE SECTION & NO. PILES	1 - HP 10X57	1 - HP 14X89	1 - HP 14X89	1 - HP 14X89	1 - HP 14X89	1 - HP 14X89	1 - HP 14X89
DRILLED HOLE DIAMETER	30"	30"	30"	30"	30"	30"	30"

RETAINING WALL GENERAL PLAN No. 1

BY		REVISION		DATE	
PROJECT ENGINEER			MARK PHILIPPS		
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS OLD SANTA CRUZ HWY P.M. 1.36 STORM DAMAGE REPAIR PROJECT					
DRAWN: S.HUYNH					
CHECKED: M.PHILIPPS					
DATE: 2/7/2022					
SCALE: NONE					
JOB NO. 320166					
SHEET					
13 OF 15					



PLAN
1" = 4'

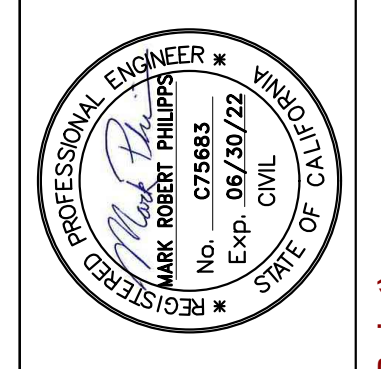


DEVELOPED ELEVATION
HORIZ 1" = 4'
VERT 1" = 4'

RW LOL STATION	100+56.00	100+64.00	100+72.00	100+80.00	100+88.00	100+96.00	101+04.00
TOP OF WALL ELEV	124.31	125.45	124.58	124.72	124.85	124.99	125.13
ANCHOR ELEVATION @ RW LOL	-	-	-	-	-	-	-
TOP OF CONCRETE PILE ELEV	115.00	115.00	115.00	115.00	116.00	116.00	119.00
PILE TIP ELEVATION	85.00	85.00	85.00	85.00	86.00	89.00	96.00
PILE SECTION & NO. PILES	1 - HP 14X89	1 - HP 14X89	1 - HP 14X89	1 - HP 14X89	1 - HP 14X89	1 - HP 12X74	1 - HP 10X57
DRILLED HOLE DIAMETER	30"	30"	30"	30"	30"	30"	30"

RETAINING WALL GENERAL PLAN No. 2

REVISION	DATE	BY

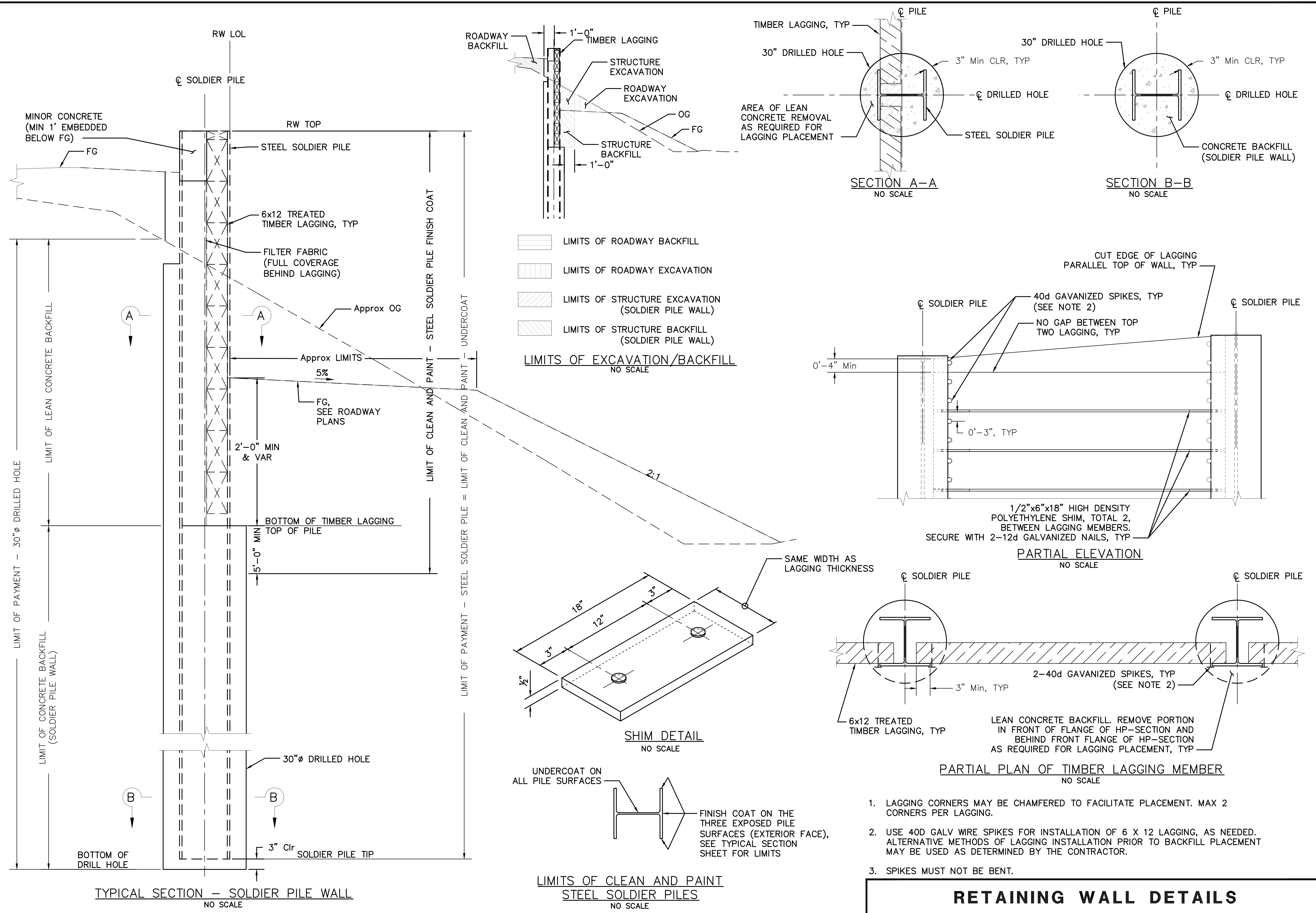


PROJECT ENGINEER
MARK PHILIPPS

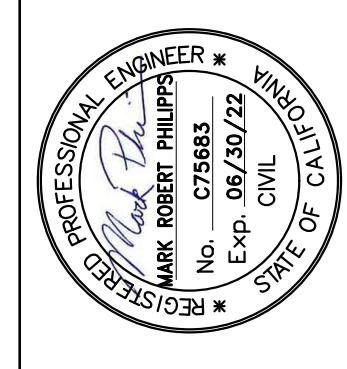
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.36
STORM DAMAGE REPAIR PROJECT**

DRAWN: S.HUYNH
CHECKED: M.PHILIPPS
DATE: 2/7/2022
SCALE: NONE
JOB NO. 320166
SHEET
14 OF 15

Attachment: Plans - Old Santa Cruz Highway PM 1.20 and 1.36 (eSign) (12387: Advertise for Old Santa Cruz Highway PM 1.20 and 1.36 Storm Damage Repair Project)



BY	
REVISION	
DATE	



PROJECT ENGINEER
MARK PHILIPPS

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS
**OLD SANTA CRUZ HWY P.M. 1.36
STORM DAMAGE REPAIR PROJECT**

DRAWN: S.HUYNH
CHECKED: M. PHILIPPS
DATE: 2/7/2022
SCALE: NONE
JOB NO. 320166
SHEET

Attachment: Plans - Old Santa Cruz Highway PM 1.20 and 1.36 (eSign) (12387 - Advertise for Old Santa Cruz Highway PM 1.20 and 1.36 Storm Damage Repair Project)

**COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS**

BOOK 1 OF 3

BID BOOK

FOR CONSTRUCTION OF

**OLD SANTA CRUZ HIGHWAY
PM 1.20 and 1.36
STORM DAMAGE REPAIR PROJECT**

**FEMA 4308-DR-CA
PA#087-99097-01
Pw#485-SZSC19C**

**FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
DATED 2018 AND STANDARD PLANS DATED 2018**

BIDS OPEN: MAY 12, 2022

THIS IS A PREVAILING WAGE PROJECT

- LARGE FILE ATTACHMENTS -

"on file with Clerk of the Board"

Attachments exceeding 30 pages not printed in the downloadable (pdf) full packet are available for viewing electronically on the County's Meeting Portal website:

<https://santacruzcountyca.ig2.com>

[Click on today's meeting date and scroll down to locate the item]

These and additional agenda materials are also available for viewing in person during normal business hours at:

Clerk of the Board of Supervisors
Governmental Center Building, 5th Floor
701 Ocean Street, Santa Cruz, CA 95060

COUNTY OF SANTA CRUZ DEPARTMENT
OF PUBLIC WORKS

58.d

BOOK 2 OF 3

**SPECIAL PROVISIONS AND
NOTICE TO BIDDERS**

FOR CONSTRUCTION OF
**OLD SANTA CRUZ HIGHWAY
PM 1.20 and 1.36
STORM DAMAGE REPAIR PROJECT**

**FEMA 4308-DR-CA
PA#087-99097-01
Pw#485-SZSC19C**

FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,
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Governmental Center Building, 5th Floor
701 Ocean Street, Santa Cruz, CA 95060

Packet Pg. 825

Attachment: Specs Book 2 - Old Santa Cruz Highway PM 1.20 and 1.36 (Cover Sheet) (12387 : Advertise for Old Santa Cruz Highway PM 1.20

**COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS**

BOOK 3 OF 3

**REVISED STANDARD
SPECIFICATIONS**

FOR CONSTRUCTION OF

**OLD SANTA CRUZ HIGHWAY
PM 1.20 and 1.36
STORM DAMAGE REPAIR PROJECT**

**FEMA 4308-DR-CA
PA#087-99097-01
Pw#485-SZSC19C**

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Governmental Center Building, 5th Floor
701 Ocean Street, Santa Cruz, CA 95060

COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS NOTICE TO CONTRACTORS

The County of Santa Cruz Department of Public Works is accepting electronic Proposal submissions for the

OLD SANTA CRUZ HIGHWAY PM 1.20 AND 1.36 STORM DAMAGE REPAIR PROJECT

A hard copy of the Contract documents is available for purchase for \$50.00 at the County of Santa Cruz Department of Public Works, Room 410, 701 Ocean Street, Santa Cruz, California. No partial sets will be issued.

A digital copy of the Contract documents is available free of charge and can be downloaded via the online procurement portal, ProcureNow, <https://secure.procurenw.com/portal/santacruzcounty>

Bid opening will occur on May 12, 2022, no later than 2:00 p.m. and soon thereafter, will be publicly opened and read.

This project involves the construction of soldier pile retaining walls, midwest guardrail systems, reconstructed roadway, drainage improvements, erosion control and revegetation.

The successful bidder shall furnish a payment bond and a performance bond. The Contractor shall possess a Class A license at the time that this contract is awarded. The Department of Community Development and Infrastructure hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Bidders are advised that, as required by federal law, the County of Santa Cruz is implementing new Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). The **DBE Contract Goal is 3 percent**. In addition, bidders shall provide documentation showing that adequate good faith efforts were made to meet the goal as required in the Special Provisions.



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: DPW: Road Operations
(831) 454-2160

Subject: Adopt Resolution in Support of 2022 Ironman 70.3 Triathlon

Meeting Date: April 12, 2022

Recommended Actions

Adopt resolution in support of the 2022 Ironman 70.3 Santa Cruz scheduled for Sunday, September 11, 2022.

Executive Summary

A resolution in support of the 2022 Ironman 70.3 Santa Cruz Triathlon has been requested.

Background

The Ironman 70.3 Santa Cruz Triathlon is an annual event in Santa Cruz county.

Analysis

Ironman has requested that Community Development and Infrastructure obtain a resolution from the Board in support of the 2022 Ironman 70.3 Santa Cruz Triathlon to be held in the Santa Cruz City limits and on State Highway 1 on Sunday, September 11, 2022, from 7:00 a.m. until 4:30 p.m. The only road closures associated with this event occur within the Santa Cruz City limits and on State Highway 1. Ironman is coordinating with the California Department of Transportation (Caltrans) and the Highway Patrol (CHP) for the necessary traffic control on State Highway 1.

Caltrans requires a resolution of support from local jurisdiction prior to issuing an encroachment permit for the use of a State Highway for a special event. Since the triathlon only affects State Highway 1, a County permit is not required for this event.

Financial Impact

There is no impact to the County's budget or financial position.

Strategic Plan Elements

1.A (Comprehensive Health & Safety: Health Equity)

4.A (Sustainable Environment: Outdoor Experience)

This item ties to two areas of the strategic plan in that the triathlon promotes a safe and healthy community, while also allowing participants and visitors to experience the outdoors.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Resolution - Ironman 70.3 Santa Cruz 2022
- b Map - Ironman 70.3 Santa Cruz Bike Course 2022

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 REQUESTING THAT CALTRANS PERMIT
THE 2022 IRONMAN 70.3 SANTA CRUZ TRIATHLON

WHEREAS, Ironman is sponsoring its 2022 Ironman 70.3 Santa Cruz Triathlon and is requesting a permit from the California Department of Transportation for the event from 7:00 a.m. until 4:30 p.m. on Sunday, September 11, 2022; and

WHEREAS, a special event requires that the local jurisdiction either sponsor the event, or issue acknowledgment of its approval under Streets and Highway Code, Section 682.5;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Santa Cruz hereby requests that the California Department of Transportation approve the request of Ironman to hold the 2022 Ironman 70.3 Santa Cruz Triathlon on September 11, 2022, from 7:00 a.m. to 4.30 p.m.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ____ day of _____ 2022, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

DocuSigned by:
Justin Graham

Office of County Counsel 3/15/22 (AMS#12294)

Attachment: Resolution - Ironman 70.3 Santa Cruz 2022 (12294 : Adopt Resolution in Support of 2022 Ironman 70.3 Triathlon)

Certificate Of Completion

Envelope Id: 958E6B3CCBC544D0BC0E7C5DB4849140	Status: Completed
Subject: Resolution - Ironman 70.3 Santa Cruz 2022 (12294) 4/12/22 BOS	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Rosa Ortiz-Rocha
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Rosa.Ortiz-Rocha@santacruzcounty.us
	IP Address: 63.194.190.100


Record Tracking

Status: Original	Holder: Rosa Ortiz-Rocha	Location: DocuSign
3/25/2022 12:23:11 PM	Rosa.Ortiz-Rocha@santacruzcounty.us	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Justin Graham
Justin.Graham@santacruzcounty.us
Reviewed as to form / Assistant County Counsel
County of Santa Cruz
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

40E85ACDEEDAB42D...
Signature Adoption: Pre-selected Style
Signed by link sent to
Justin.Graham@santacruzcounty.us
Using IP Address: 73.252.159.108

Timestamp

Sent: 3/25/2022 12:31:42 PM
Resent: 4/1/2022 10:31:38 AM
Resent: 4/4/2022 1:17:17 PM
Viewed: 4/4/2022 2:09:07 PM
Signed: 4/4/2022 2:09:15 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM
ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	3/25/2022 12:31:42 PM
Certified Delivered	Security Checked	4/4/2022 2:09:07 PM
Signing Complete	Security Checked	4/4/2022 2:09:15 PM
Completed	Security Checked	4/4/2022 2:09:15 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Attachment: Resolution - Ironman 70.3 Santa Cruz 2022 (12294 : Adopt Resolution in Support of 2022 Ironman 70.3 Triathlon)

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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All notices and disclosures will be sent to you electronically

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To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

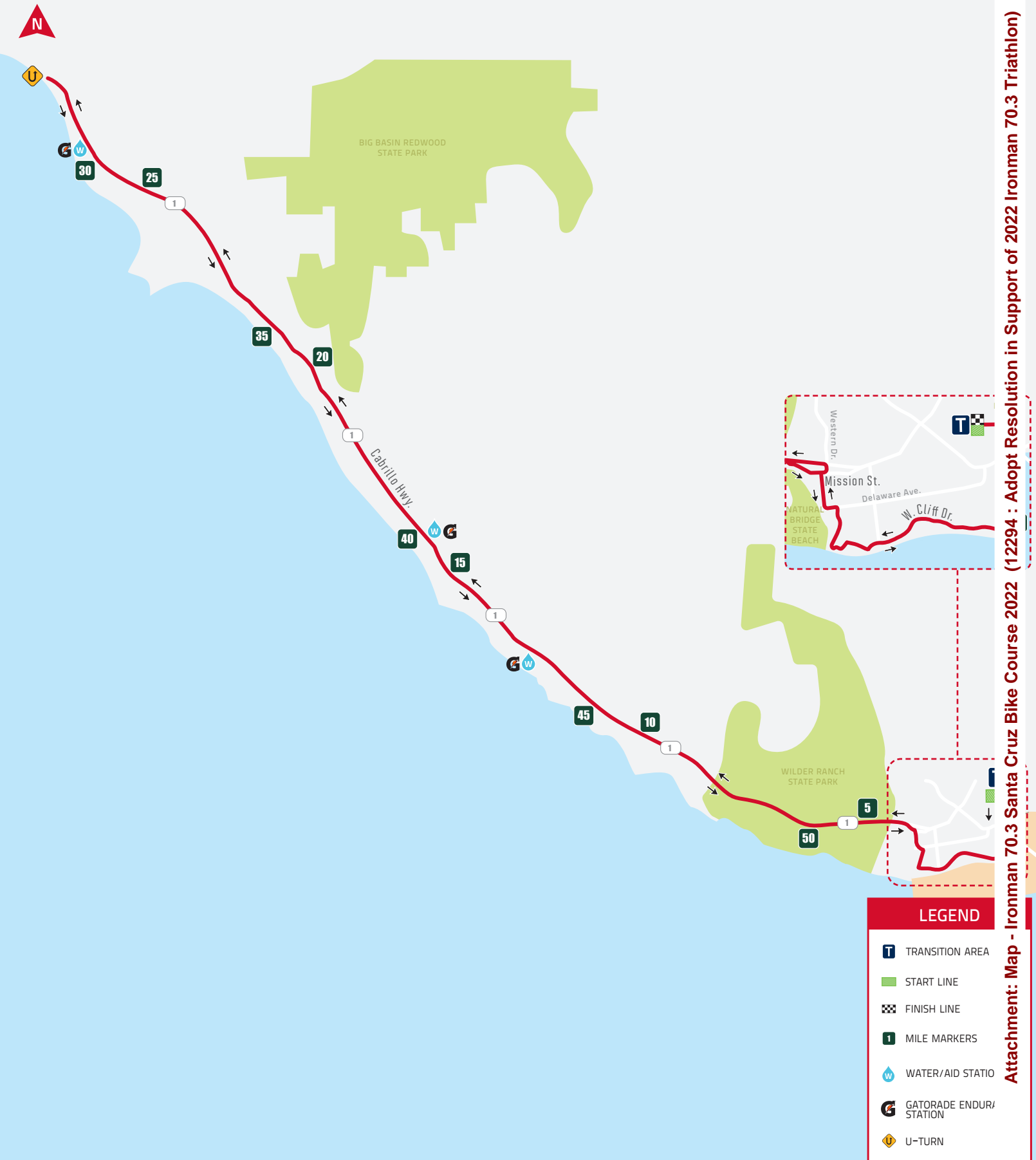
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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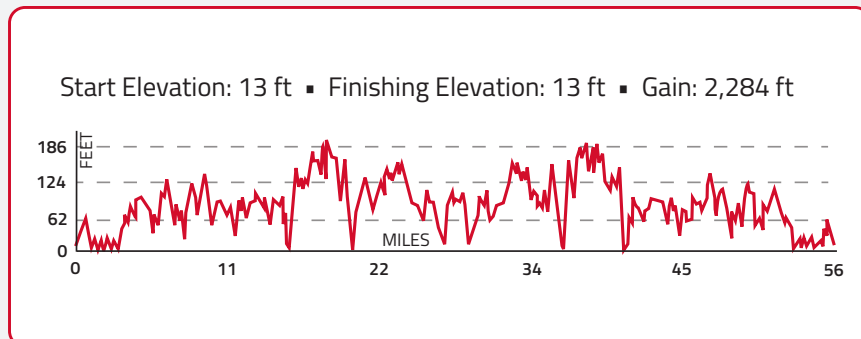
LEGEND

- TRANSITION AREA
- START LINE
- FINISH LINE
- MILE MARKERS
- WATER/AID STATION
- GATORADE ENDUR/STATION
- U-TURN

Attachment: Map - Ironman 70.3 Santa Cruz Bike Course 2022 (12294 : Adopt Resolution in Support of 2022 Ironman 70.3 Triathlon)

TURN BY TURN DIRECTIONS

- Start on Washington Street
- Turn right onto Center Street
 - Turn into Depot Parking Lot
 - Head south on West Cliff Drive
- Turn right at Swanton Boulevard
- Turn left onto Delaware Avenue
- Turn right onto Natural Bridges Drive
 - Turn right onto Mission Street
 - Turn left onto Western Drive
 - Turn left onto CA-1 North
- Turn around past Gazos Creek Road
 - Turn right onto Shaffer Road
 - Left onto Mission Street
- Turn right onto Natural Bridges Drive
 - Turn left onto Delaware Avenue
- Turn right onto Swanton Boulevard
 - Turn left onto West Cliff Drive
 - Stay left onto West Cliff Drive
 - Turn into Depot Parking Lot
 - Turn left onto Center Street
- Turn left onto Washington Street to finish





County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Operations

(831) 454-2160

Subject: Adopt Resolution in Support of 2022 Felton Remembers Parade

Meeting Date: April 12, 2022

Recommended Actions

Adopt resolution in support of the 2022 Felton Remembers Parade.

Executive Summary

A resolution in support of the Felton Remembers Parade on May 28, 2022, has been requested.

Background

The Felton Business Association has requested a resolution in support of the 31st Annual Felton Remembers Parade in Felton on Saturday, May 28, 2022.

Analysis

The Felton Business Association is sponsoring the 31st Annual Felton Remembers Parade in Felton on Saturday, May 28, 2022, commencing at 9:00 a.m. and ending at approximately 12:00 p.m. The parade will feature marching units, youth groups, high school bands, and equestrian units. It will proceed from North Big Trees Road in Henry Cowell Park and end at the intersection of Highway 9 and Graham Hill Road (see attached map).

As part of the Felton Business Association's application to the California Department of Transportation (Caltrans) to close Highway 9, a resolution of support for the closure from the Board is required.

Financial Impact

There is no impact to the County's budget or financial position.

Strategic Plan Elements

4.A (Sustainable Environment: Outdoor Experience)

5.B (Dynamic Economy: Community Vitality)

This item ties to two areas of the strategic plan in that a community parade promotes community vitality, while also allowing participants and visitors to experience the outdoors.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Resolution - Felton Remembers Parade 2022
- b Map - Felton Remembers Parade Traffic Control 2022

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 REQUESTING THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION TO PERMIT THE TEMPORARY CLOSURE OF PORTIONS OF
STATE HIGHWAY 9 ON THE 28TH DAY OF MAY 2022

WHEREAS, on the 28th day of May 2022, the Felton Business Association
will hold the annual "Felton Remembers Parade" upon certain streets in the County of
Santa Cruz; and

WHEREAS, the participants of the parade, vehicles, and individuals will
interfere with through traffic upon and along a portion of State Highway 9; and

WHEREAS, the California Highway Patrol will reroute traffic during the
periods that said State Highway is closed.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of
the County of Santa Cruz hereby supports the request of the Felton Business
Association to the California Department of Transportation to temporarily close portions
of State Highway 9 on Saturday the 28th day of May 2022.

PASSED AND ADOPTED by the Board of Supervisors of the County of
Santa Cruz, State of California, this ____ day of _____ 2022, by the
following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:

DocuSigned by:
Justin Graham

Office of County Counsel 3/15/22 (AMS#12326)

Attachment: Resolution - Felton Remembers Parade 2022 (12326 : Adopt Resolution in Support of 2022 Felton Remembers Parade)

Certificate Of Completion

Envelope Id: EA0CE1D8C5B444FD94B9BB72B263612C	Status: Completed
Subject: Resolution - Felton Remembers Parade 2022 (12326) 4/12/22 BOS	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Rosa Ortiz-Rocha
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	701 Ocean Street
	Santa Cruz, CA 95060
	Rosa.Ortiz-Rocha@santacruzcounty.us
	IP Address: 63.194.190.100

Record Tracking

Status: Original	Holder: Rosa Ortiz-Rocha	Location: DocuSign
3/28/2022 7:57:44 AM	Rosa.Ortiz-Rocha@santacruzcounty.us	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Justin Graham
Justin.Graham@santacruzcounty.us
Reviewed as to form / Assistant County Counsel
County of Santa Cruz
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

40E85ACDEEDAB42D...
Signature Adoption: Pre-selected Style
Signed by link sent to
Justin.Graham@santacruzcounty.us
Using IP Address: 73.252.159.108

Timestamp

Sent: 3/28/2022 8:01:00 AM
Resent: 4/1/2022 10:31:50 AM
Resent: 4/4/2022 1:17:19 PM
Viewed: 4/4/2022 2:09:28 PM
Signed: 4/4/2022 2:09:36 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM
ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	3/28/2022 8:01:00 AM
Certified Delivered	Security Checked	4/4/2022 2:09:28 PM
Signing Complete	Security Checked	4/4/2022 2:09:36 PM
Completed	Security Checked	4/4/2022 2:09:36 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Required hardware and software

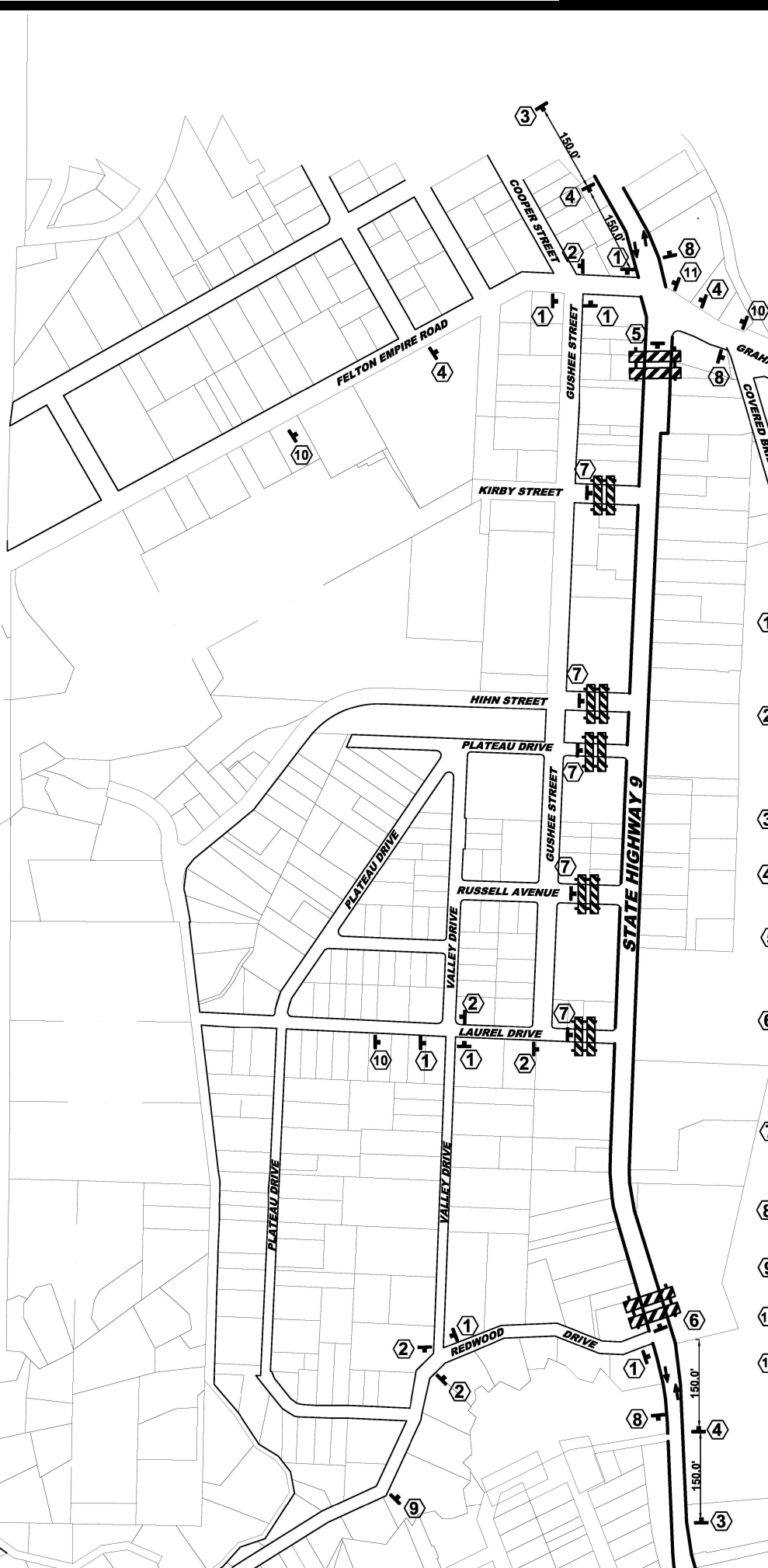
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- 1 M4-9 "DETOUR" W/ RIGHT ARROW
G28-2 "9" ROUTE SHIELD
(11 TOTAL)
 - 2 M4-9 "DETOUR" W/ LEFT ARROW
G28-2 "9" ROUTE SHIELD
(4 TOTAL)
 - 3 W20-3 "ROAD CLOSED"
AHEAD
(2 TOTAL)
 - 4 W-20 "DETOUR AHEAD"
(4 TOTAL)
 - 5 R11-2 "ROAD CLOSED"
M4-10 "DETOUR" W/ RIGHT ARROW
G28-2 "9" ROUTE SHIELD
(1 TOTAL)
 - 6 R11-2 "ROAD CLOSED"
M4-10 "DETOUR" W/ LEFT ARROW
G28-2 "9" ROUTE SHIELD
(1 TOTAL)
 - 7 R11-2 "ROAD CLOSED"
M4-9 "DETOUR" W/ DOUBLE ARROW
G28-2 "9" ROUTE SHIELD
(1 TOTAL)
 - 8 M4-8a "END DETOUR"
(3 TOTAL)
 - 9 R11-4 "NORTHBOUND HWY 9
CLOSED AHEAD USE DETOUR"
 - 10 R11-4 "SOUTHBOUND HWY 9
CLOSED AHEAD USE DETOUR"
 - 11 M4-9 "DETOUR" W/ STRAIGHT ARROW
G28-2 "9" ROUTE SHIELD
(4 TOTAL)
- TYPE III BARRICADES
- SIGN LOCATION

Attachment: Map - Felton Remembers Parade Traffic Control 2022 (12326 : Adopt Resolution in Support of 2022 Felton Remembers Parade)



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: DPW: Road Operations
(831) 454-2160

Subject: Approve Permit for 2022 Strawberry Fields Forever Bicycle Ride Event

Meeting Date: April 12, 2022

Recommended Actions

- 1) Approve the permit conditions for the 2022 Strawberry Fields Forever bicycle ride; and
- 2) Direct Community Development and Infrastructure to issue the event permit upon receipt of the \$559 recurring Minor Event processing fee.

Executive Summary

An event permit for the Strawberry Fields Forever bicycle ride on Sunday, May 15, 2022, has been requested.

Background

Cyclists for Cultural Exchange has requested an event permit to hold its 31st Annual Strawberry Fields Forever bicycle ride through Santa Cruz and Monterey Counties on Sunday, May 15, 2022.

Analysis

The ride will begin and end at Pajaro Valley High School. Participants can choose between the following three ride routes: 30 miles, 100 kilometers, and 100 miles (see attached permit maps). Road closures will not be necessary, although an event of this nature may cause inherent traffic delays.

The permit requires the ride organizer to obtain separate permits from the City of Watsonville, the City of Capitola, Monterey County, and the California Department of Transportation.

Financial Impact

Issuance of an encroachment permit for \$559 which offsets costs of staff to prepare and issue the required documentation.

Strategic Plan Elements

- 1.A (Comprehensive Health & Safety: Health Equity)
- 4.A (Sustainable Environment: Outdoor Experience)

This item ties to two areas of the strategic plan in that the bicycle rides promote a safe and healthy community, while also allowing participants and visitors to experience the outdoors.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Permit - Strawberry Fields Forever Bike Ride 2022
- b Maps - Strawberry Fields Forever Bike Ride 2022 (Cover Sheet)
- c Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file)
- d Bicycle Ride Directional Pavement Marking Detail



County of Santa Cruz

DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE

701 OCEAN STREET, FOURTH FLOOR, SANTA CRUZ, CA 95060-4070
 Planning (831) 454-2580 Public Works (831) 454-2160

Matt Machado, Deputy CAO, Director of Community Development and Infrastructure

Carolyn Burke <i>Assistant Director</i> <i>Unified Permit Center</i>	Stephanie Hansen <i>Assistant Director</i> <i>Housing & Policy</i>	Kent Edler <i>Assistant Director</i> <i>Special Services</i>	Steve Wiesner <i>Assistant Director</i> <i>Transportation</i>	Travis Cary <i>Director</i> <i>Capital Projects</i>	Kim Moore <i>Assistant Director</i> <i>Administration</i>
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CYCLISTS FOR CULTURAL EXCHANGE

PO Box 3426
 Santa Cruz, CA 95063

**SUBJECT: STRAWBERRY FIELDS FOREVER 31ST ANNUAL BICYCLE RIDE
 EVENT PERMIT**

Dear Committee Members:

Pursuant to the Santa Cruz County Board of Supervisors' action dated April 12, 2022, permission to hold the Strawberry Fields Forever bicycle ride in the unincorporated areas of Santa Cruz County on Sunday, May 15, 2022, is granted with the following conditions:

RESPONSIBILITY OF RIDE SPONSORS AND COMMITTEE

- Ride shall form at Pajaro Valley High School in the City of Watsonville and begin at 7:00 a.m. The route maps are on Attachment A and indicated as follows:

30-Mile Route

Watsonville City limits-Harkins Slough Road-Watsonville City Limits-West Beach Street-Thurwacher Road-Monterey County limits-Murphy Crossing Road-State Highway 129-Carlton Road-Peckham Road-Scurich Road-Carlton Road-Crossing State Highway 152-Casserly Road-Green Valley Road-Pioneer Road-Amesti Road-Green Valley Road-Watsonville City limits-Harkins Slough Road

CYCLISTS FOR CULTURAL EXCHANGE

Page -2-

100-Kilometer Route

Watsonville City limits-Harkins Slough Road-Watsonville City Limits-Larkin Valley Road-San Andreas Road-West Beach Street-Thurwacher Road-Monterey County limits-Murphy Crossing Road-State Highway 129-Carlton Road-Peckham Road-Scurich Road-Carlton Road-Crossing State Highway 152-Casserly Road-Mount Madonna Road-Hazel Dell Road-Browns Valley Road-Corralitos Road-Freedom Boulevard-Watsonville City limits-Harkins Slough Road

100-Mile Route

Watsonville City limits-Harkins Slough Road-Watsonville City Limits-Freedom Boulevard-Corralitos Road-Eureka Canyon Road-Highland Way-Soquel San Jose Road-City of Capitola limits-McGregor Drive-Searidge Road-State Park Drive-Center Avenue-El Camino Del Mar-Seacliff Drive-Spreckles Drive- Treasure Island Avenue-Aptos Beach Drive-Rio Del Mar Boulevard-Sumner Avenue-Seascape Boulevard-San Andreas Road-West Beach Street-Thurwacher Road-Monterey County limits-Murphy Crossing Road-State Highway 129-Carlton Road-Peckham Road-Scurich Road-Carlton Road-Crossing State Highway 152-Casserly Road-Mount Madonna Road-Hazel Dell Road-Browns Valley Road-Corralitos Road-Freedom Boulevard-Watsonville City limits-Harkins Slough Road

2. PERMITTEE shall provide a unique identification number to each participant and their bicycle. The numbers shall be prominently displayed on each rider and the top tube of the bicycle frame. The printing must be a minimum of 3 inches in height to be legible at a distance of at least 50 feet.
3. PERMITTEE shall provide restroom facilities and trash receptacles at the rest stop locations and at the intersection of Browns Valley Road and Corralitos Road.
4. PERMITTEE shall provide a vehicle that can pick up any rider or participant who is required to drop out of the ride. The vehicle shall be clearly identified as a Strawberry Fields Forever SAG vehicle. The SAG vehicle shall observe and obey all sections of the California Vehicle Code that are applicable.
5. PERMITTEE shall furnish at its own expense all personnel and incidentals to comply with all permit conditions.
6. PERMITTEE may provide Aervoe marking chalk directional pavement markings to guide their participants. These markings shall conform to the dimensional standards detailed in the drawings provided as Attachment B. If the markings have not faded to an acceptable level within 30 days, PERMITTEE will be responsible for their timely removal.
7. Immediately following the ride, a general cleanup of trash and materials generated by the event shall be made of the entire ride route.

CYCLISTS FOR CULTURAL EXCHANGE

Page -3-

8. PERMITTEE shall obtain event permits from Caltrans, the City of Watsonville, the City of Capitola, and Monterey County.
10. PERMITTEE shall furnish the Santa Cruz County Department of Community Development and Infrastructure with the name and phone number of the contact person that will be accessible during event hours.
11. PERMITTEE shall exonerate, indemnify, defend, and hold harmless the County of Santa Cruz, including, without limitation, its officers, agents, employees and volunteers, from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including attorneys' fees, which the County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Event or PERMITTEE'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 the County of Santa Cruz and third persons.
12. PERMITTEE, 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 excess of the PERMITTEE insurance coverage and shall not contribute to it.
 - a. Automobile Liability Insurance for each vehicle used in the performance of this permit, including owned, non-owned (i.e., owned by PERMITTEE, its staff or employees or volunteers), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - b. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
13. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under permit with the County of Santa Cruz.”

CYCLISTS FOR CULTURAL EXCHANGE

Page -4-

14. All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days’ prior written notice has been given to: County of Santa Cruz, Department of Community Development and Infrastructure, Road Operations, Senior Civil Engineer, 701 Ocean Street, Room 410, Santa Cruz, CA 95060.”
15. PERMITTEE agrees to provide its insurance broker(s) with a full copy of these insurance provisions.
16. INSURANCE ENDORSEMENTS MUST BE RECEIVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT, OR THIS PERMIT WILL BE CANCELED. All Insurance shall be delivered or sent to:

County of Santa Cruz, Department of Community Development and Infrastructure
Road Operations, Senior Civil Engineer
701 Ocean Street, Room 410
Santa Cruz, CA 95060
17. PERMITTEE shall provide verification that they have met with the California Highway Patrol and the Santa Cruz County Sheriff’s Office to coordinate final traffic control plans and enforcement. PERMITTEE shall also provide verification that each agency has been supplied with an event route map. Verification shall be provided to the County of Santa Cruz no later than 30 days prior to the event.
18. A critique shall be held on June 14, 2022, at 10:00 a.m. at the Department of Community Development and Infrastructure offices with PERMITTEE representatives. PERMITTEE shall arrange for representatives from the California Highway Patrol and the Santa Cruz County Sheriff’s Office to attend, as well as other interested parties, to discuss recommendations or required changes as determined.
19. Failure to comply with permit conditions by PERMITTEE or PARTICIPANTS will result in disapproval of future bicycle ride/events.

CYCLISTS FOR CULTURAL EXCHANGE

Page -5-

RIDE PARTICIPANTS

Each ride participant must be advised by the ride organizer of and agree to the following:

1. Ride participants must abide by all applicable State and local vehicular laws. This includes riding as close as practicable to the right-hand curb or edge of roadway. Bicyclists riding more than one abreast shall yield to vehicular traffic.
2. Certain obstacles exist along the roadways which could cause injury to riders. Attention is hereby directed to the many sign posts, utilities, curbs, medians, guardrails, retaining walls, pavement markings, delineators, barricades, road bumps, etc.
3. Paper cups, food wrappers, or any other trash generated by ride participants must be disposed of in the receptacles provided by PERMITTEE at the designated rest stops.
4. Ride participants should use the restroom facilities provided by PERMITTEE at the designated rest stops.
5. Riders cited by law enforcement officials for violating the California Vehicle Code or Santa Cruz County regulations will be automatically disqualified, and violations could result in enforcement action against the participant.

Written, signed verification that all ride participants have agreed to and acknowledge the above conditions shall be submitted to the County of Santa Cruz, Department of Community Development and Infrastructure, no later than ten (10) working days after the event.

COVID-19 SAFETY

1. PERMITTEE shall comply with all Federal, State, and local Covid-19 guidelines.
2. It is the responsibility of the PERMITTEE to track and comply with all changes in Covid-19 rules and guidelines.
3. If the event is not allowed under Federal, State or Local guidelines in effect at the time of the event, then the permit shall be void, the event shall not be held, and no refund of the event processing fee will be given.

CYCLISTS FOR CULTURAL EXCHANGE

Page -6-

NOTIFICATION

- 1. Notification shall be made in a newspaper of general circulation giving the time, date, and names of all roads on the ride routes.
- 2. Local emergency services, including fire, the Santa Cruz County Sheriff’s Office, the California Highway Patrol, and the Metropolitan Transit District are to be notified by the ride committee of the ride and ride routes.
- 3. Residents and businesses that have requested notice of rides shall be given written notice of the time, date, and names of roads on the ride routes.

Please sign below and return the original of this letter to our office.

Yours truly,

Matt Machado
 Deputy CAO, Director of Community
 Development and Infrastructure

MM:SBW:CRC:LKG

Attachments:

A: Maps

B: Pavement Marking Detail

The terms and conditions of this permit are understood, and we agree to comply with all conditions.

DATE: _____

PERMITTEE

By: _____

Title

May 15, 2022

Strawberry Fields Forever

Cycle Event

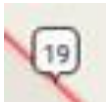
30 Mile Route

The State of California cannot confirm that this route meets all of the criteria set forth in Section 1000 of the State’s Highway Design Manual. It is the responsibility of the event organizer to inform orally and in writing each participant to ride with caution

Ride starts and stops at Pajaro Valley High School



Arrows such as these designate the direction of cycle traffic onto and off of each map segment.



Mile markers such as these designate distance along cycle route from start point.

All rest stops have porta-potties, wash stations, trash and recycling bins.

This route description consists of 10 sequentially numbered maps on 7 pages, including this page.

- LARGE FILE ATTACHMENTS -
"on file with Clerk of the Board"

Attachments exceeding 30 pages not printed in the downloadable (pdf) full packet are available for viewing electronically on the County’s Meeting Portal website:

<https://santacruzcountyca.igm2.com>

[Click on today’s meeting date and scroll down to locate the item]

These and additional agenda materials are also available for viewing in person during normal business hours at:

Clerk of the Board of Supervisors
Governmental Center Building, 5th Floor
701 Ocean Street, Santa Cruz, CA 95060

May 15, 2022

Strawberry Fields Forever

Cycle Event

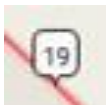
30 Mile Route

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Ride starts and stops at Pajaro Valley High School



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Overview

61.c

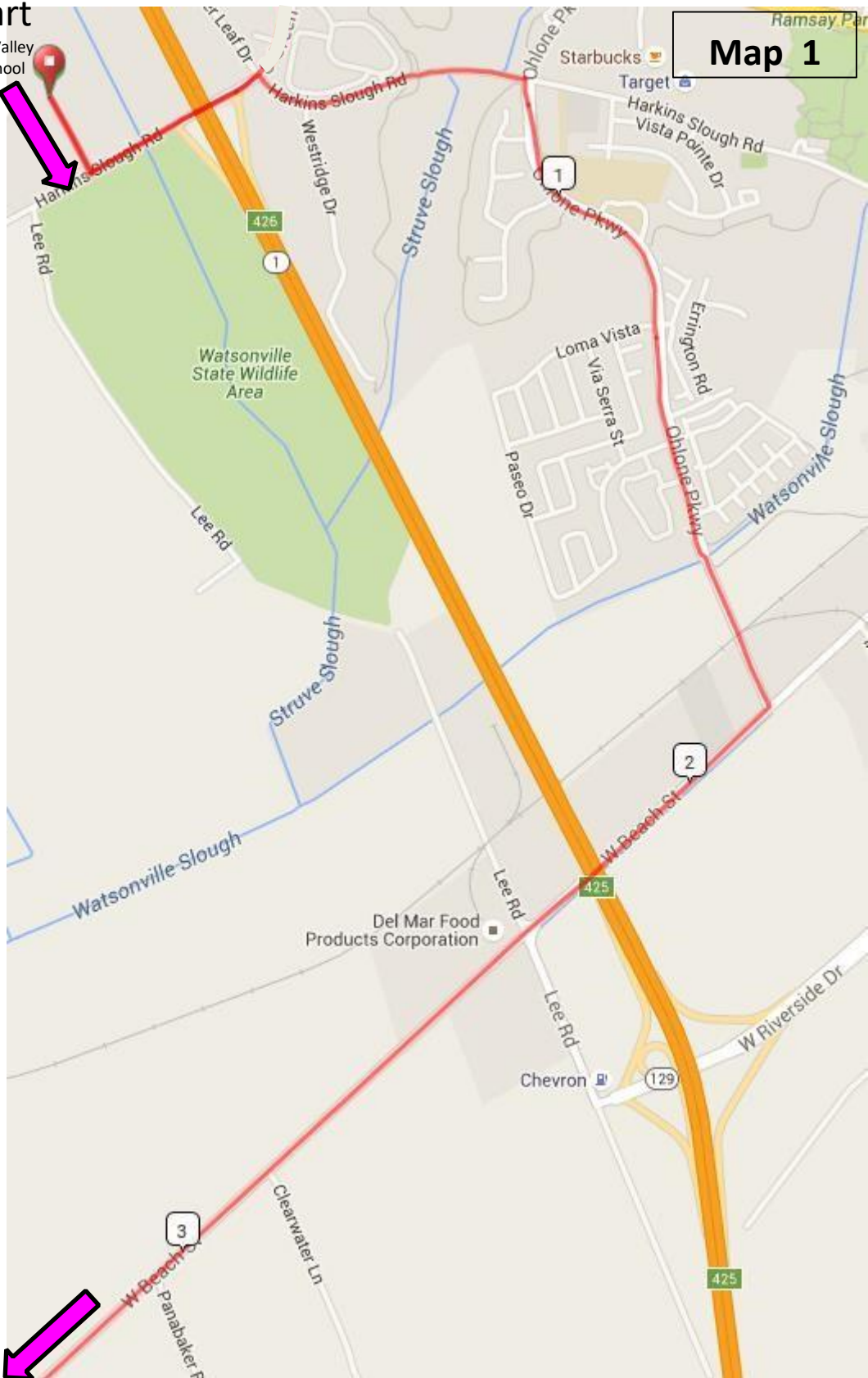


Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

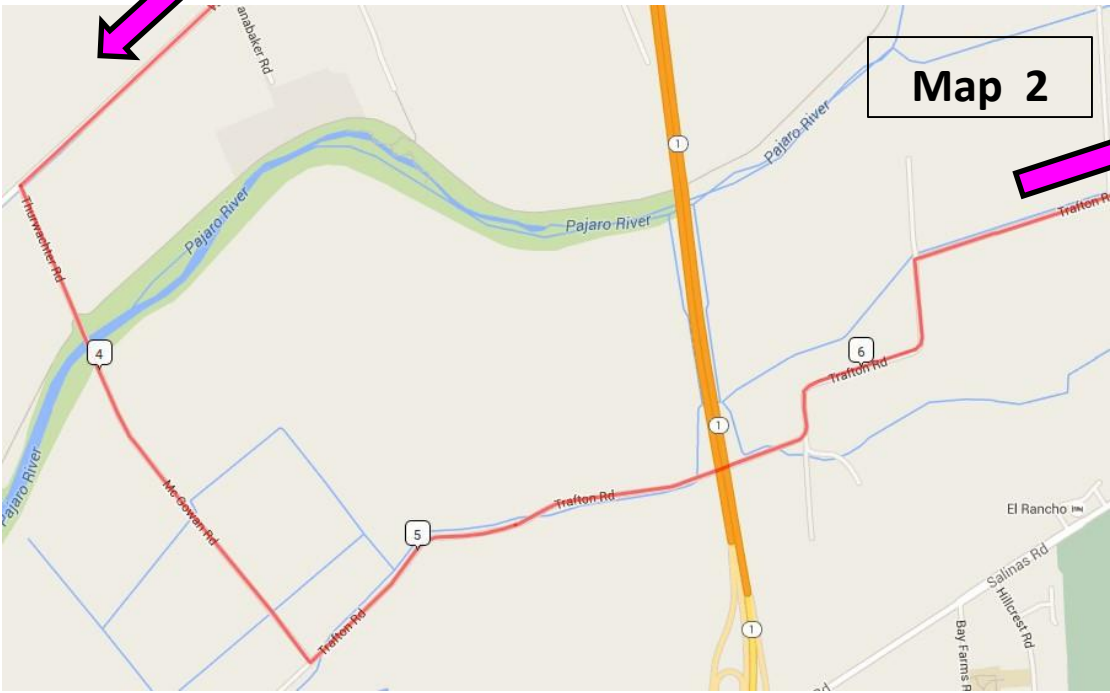
Map 1

Start

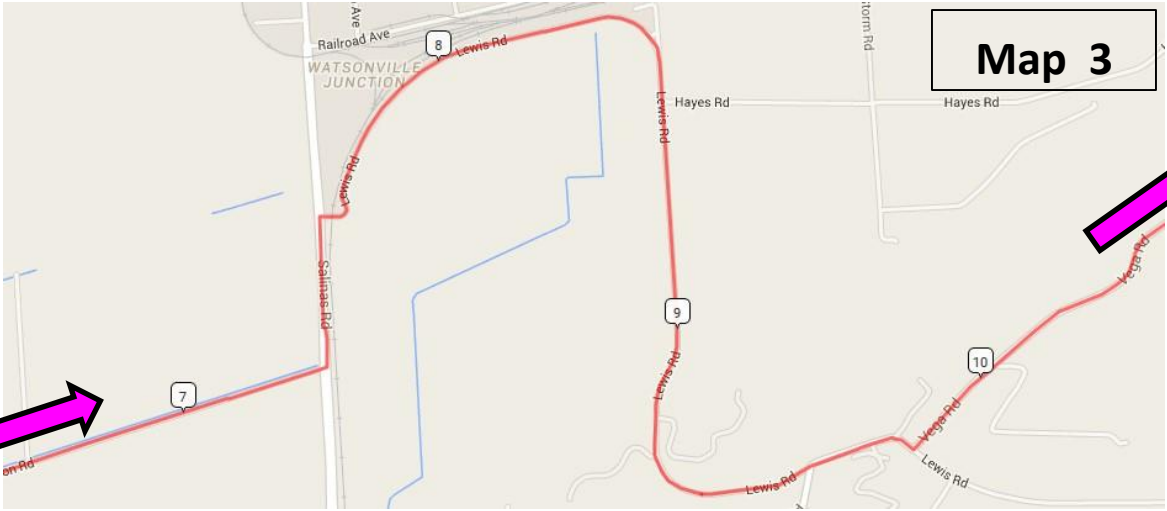
Pajaro Valley High School



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



Map 2



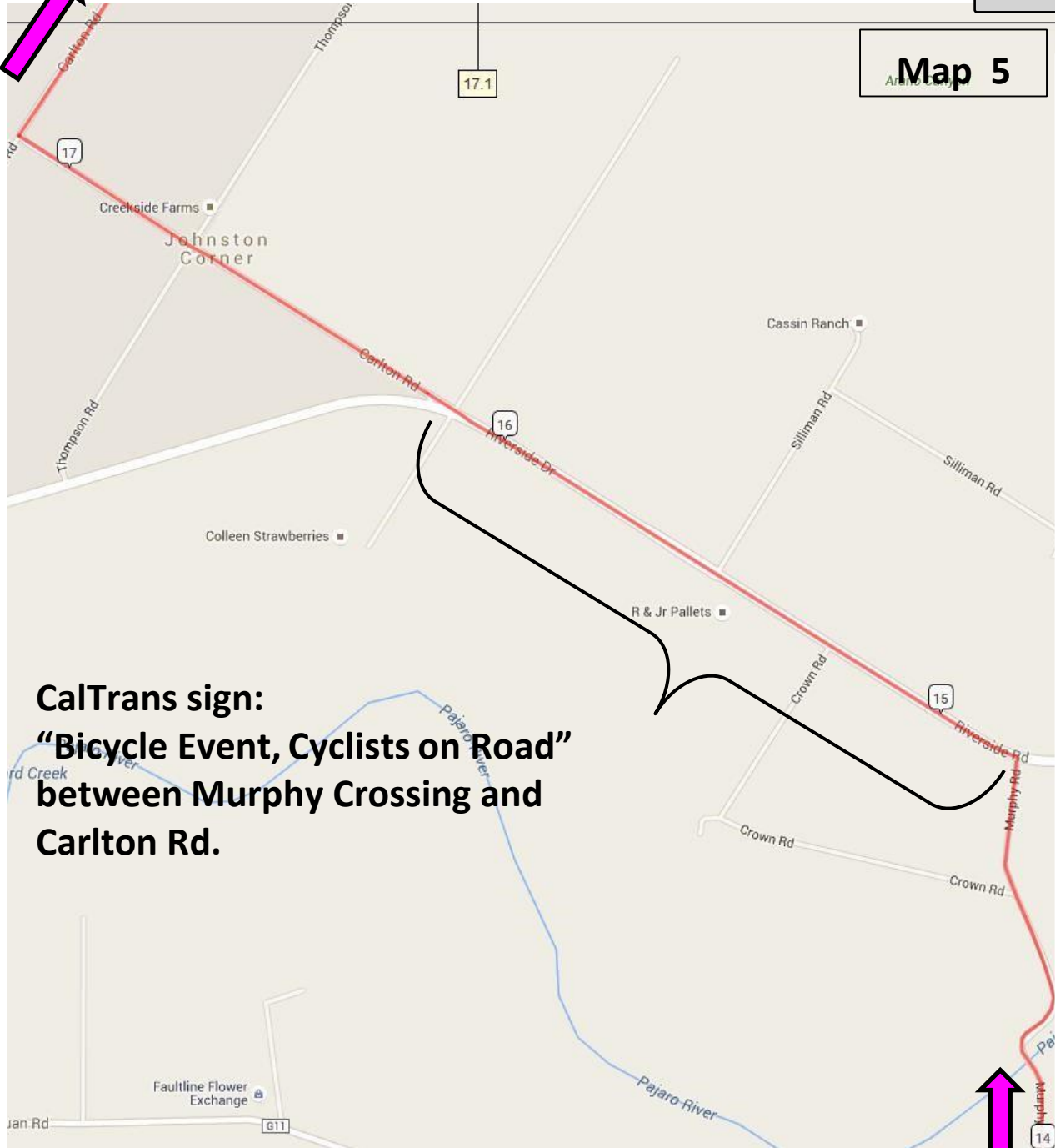
Map 3



Map 4

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 5



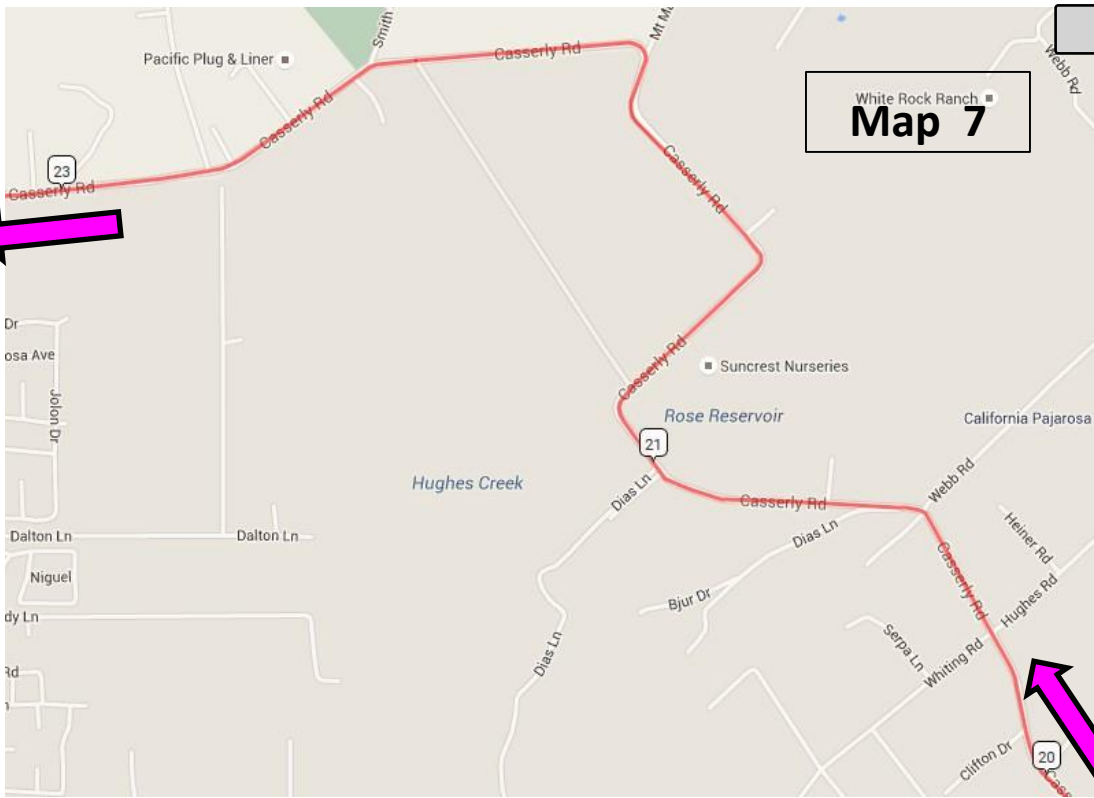
CalTrans sign:
“Bicycle Event, Cyclists on Road”
between Murphy Crossing and
Carlton Rd.

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

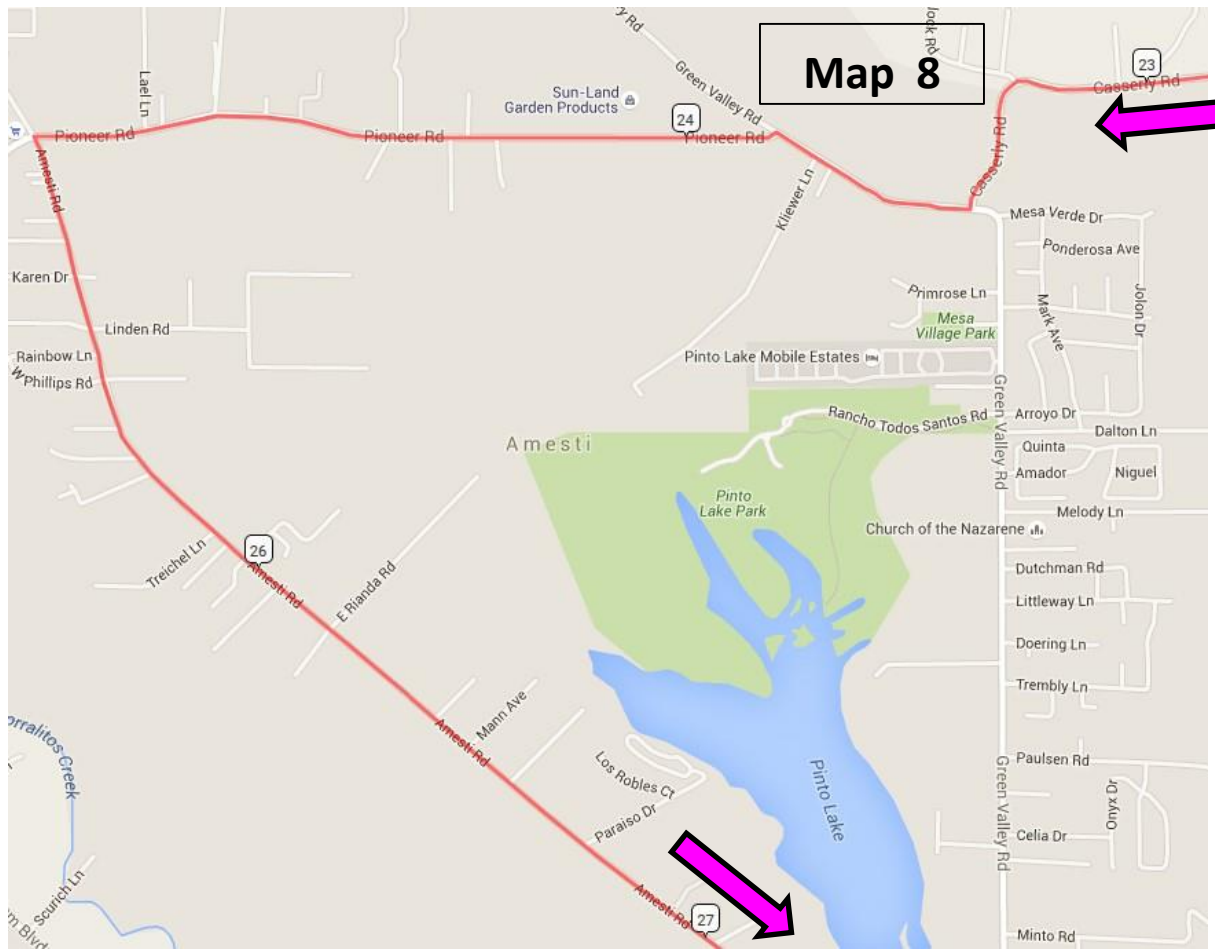
Map 6



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



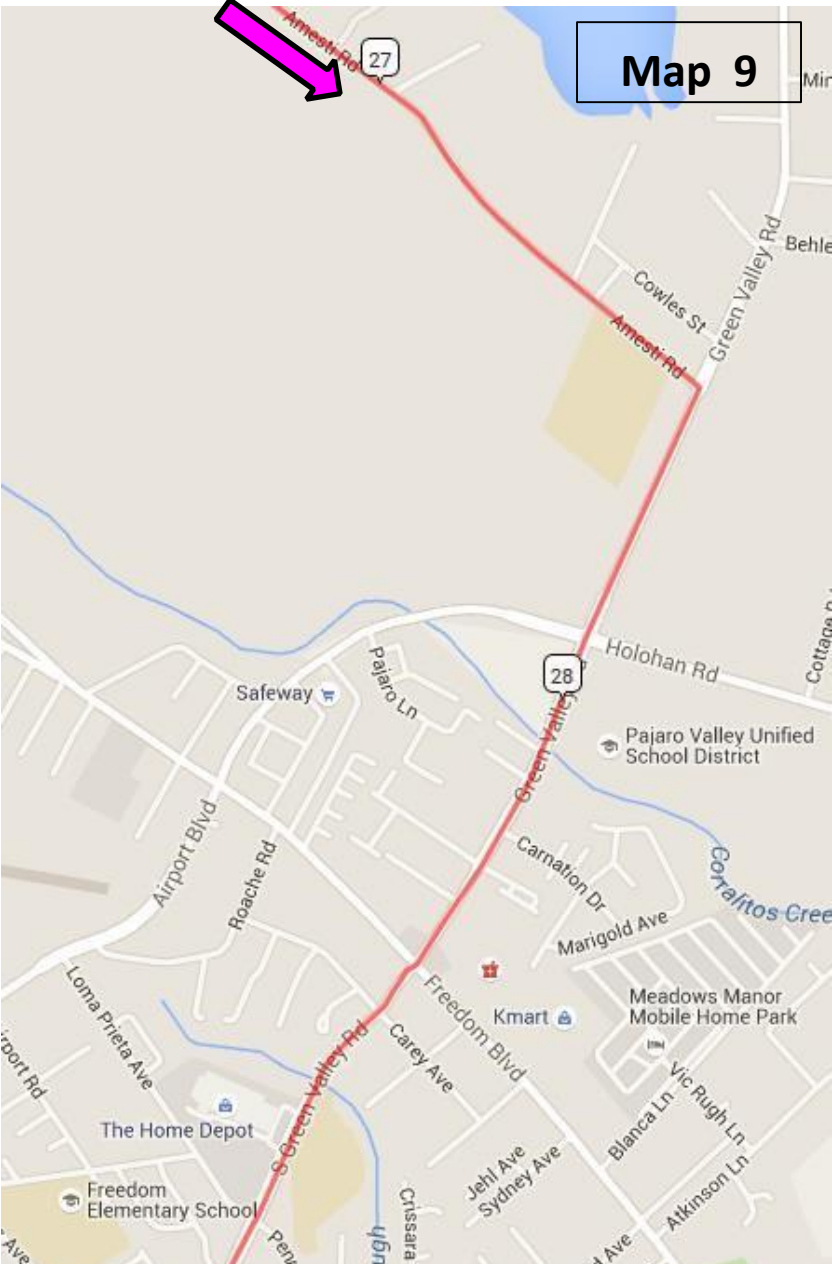
White Rock Ranch
Map 7



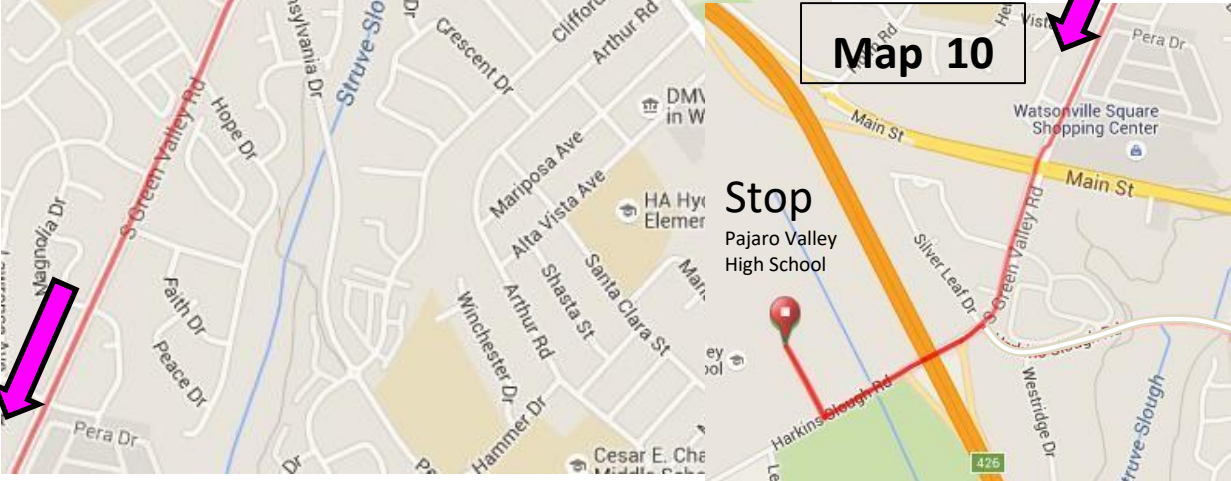
Map 8

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 9



Map 10



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

May 15, 2022 Strawberry Fields Forever Cycle Event 100 Km Route

The State of California cannot confirm that this route meets all of the criteria set forth in Section 1000 of the State’s Highway Design Manual. It is the responsibility of the event organizer to inform orally and in writing each participant to ride with caution

Ride starts and stops at Pajaro Valley High School



Arrows such as these designate the direction of cycle traffic onto and off of each map segment.

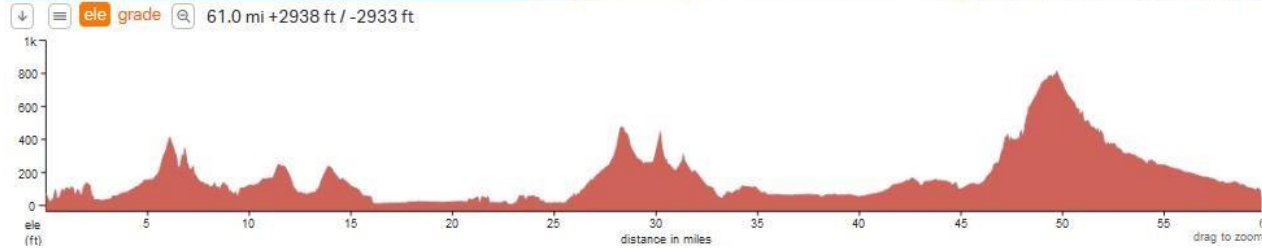
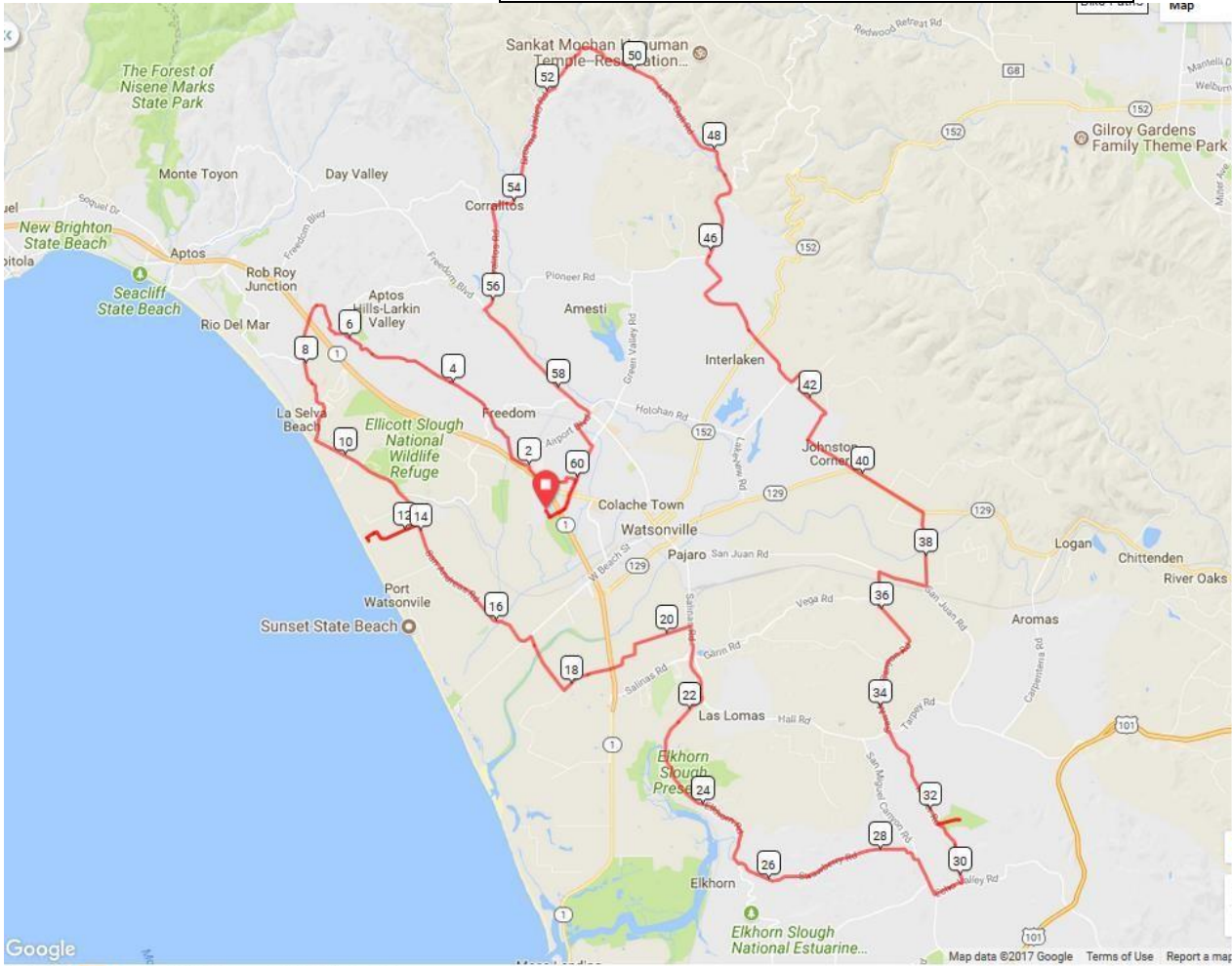


Mile markers such as these designate distance along cycle route from start point.

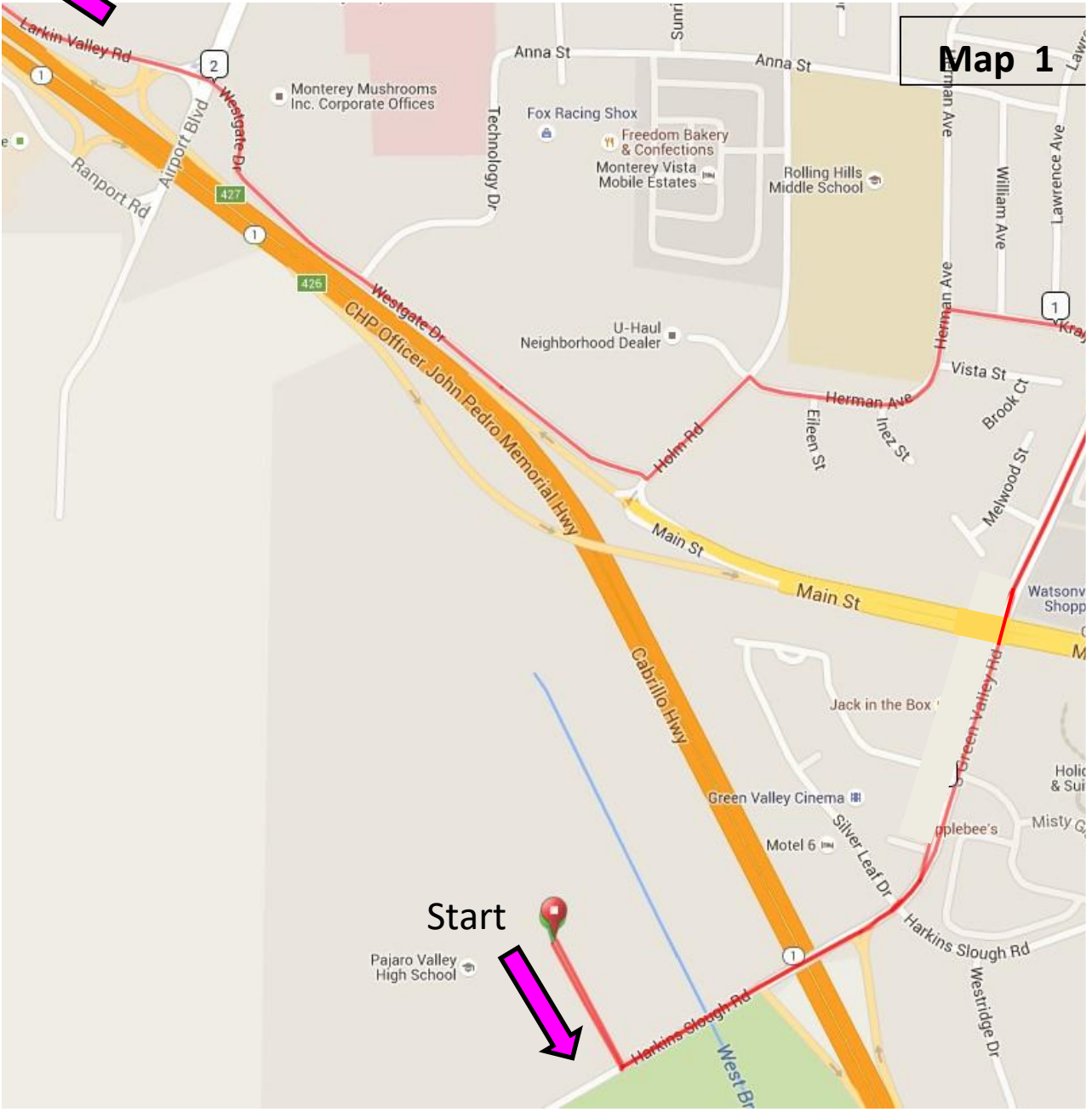
All rest stops have porta-potties, wash stations, trash and recycling bins.

This route description consists of 11 sequentially numbered maps on 11 pages, including this page.

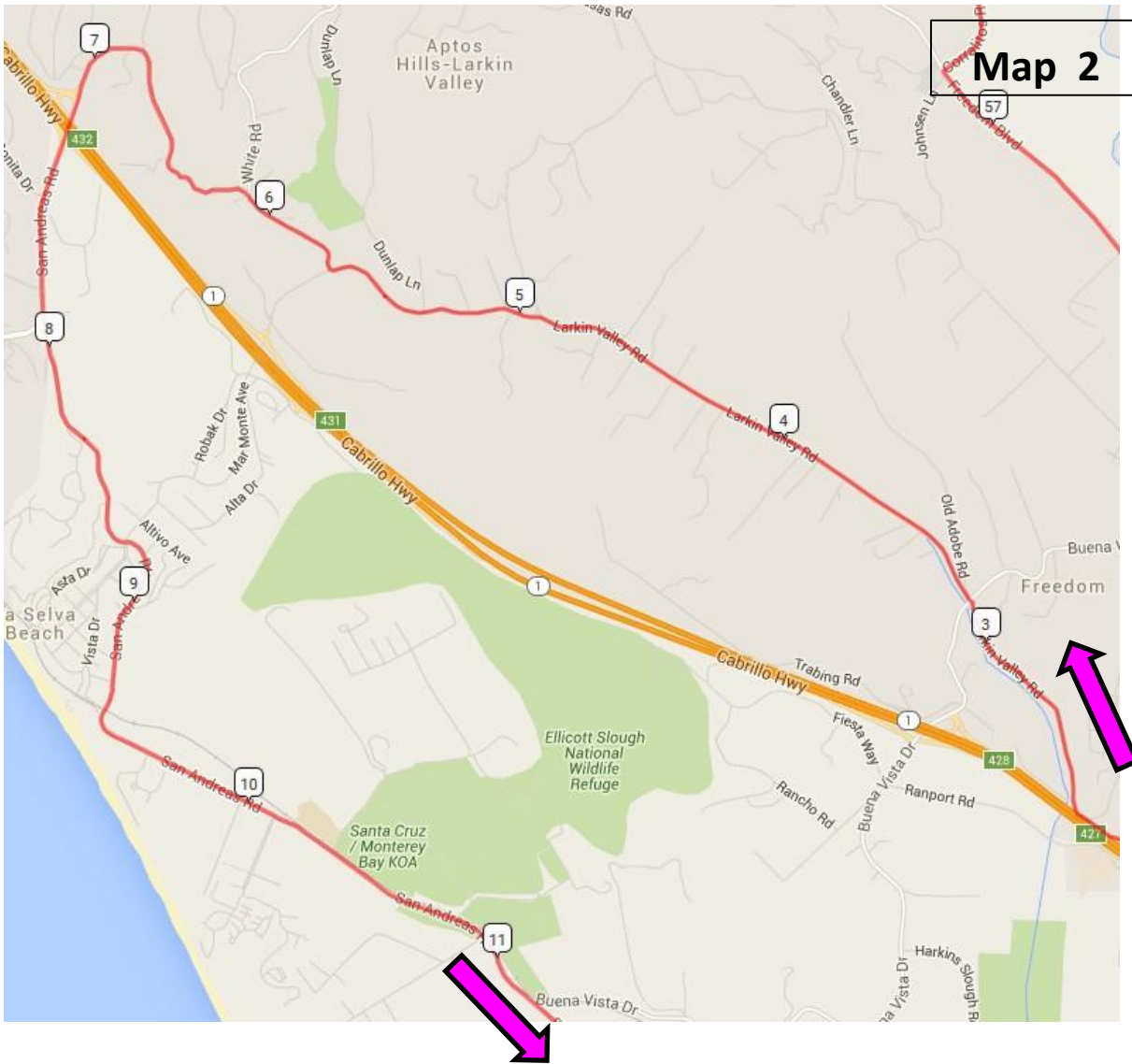
Overview



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



Map 3

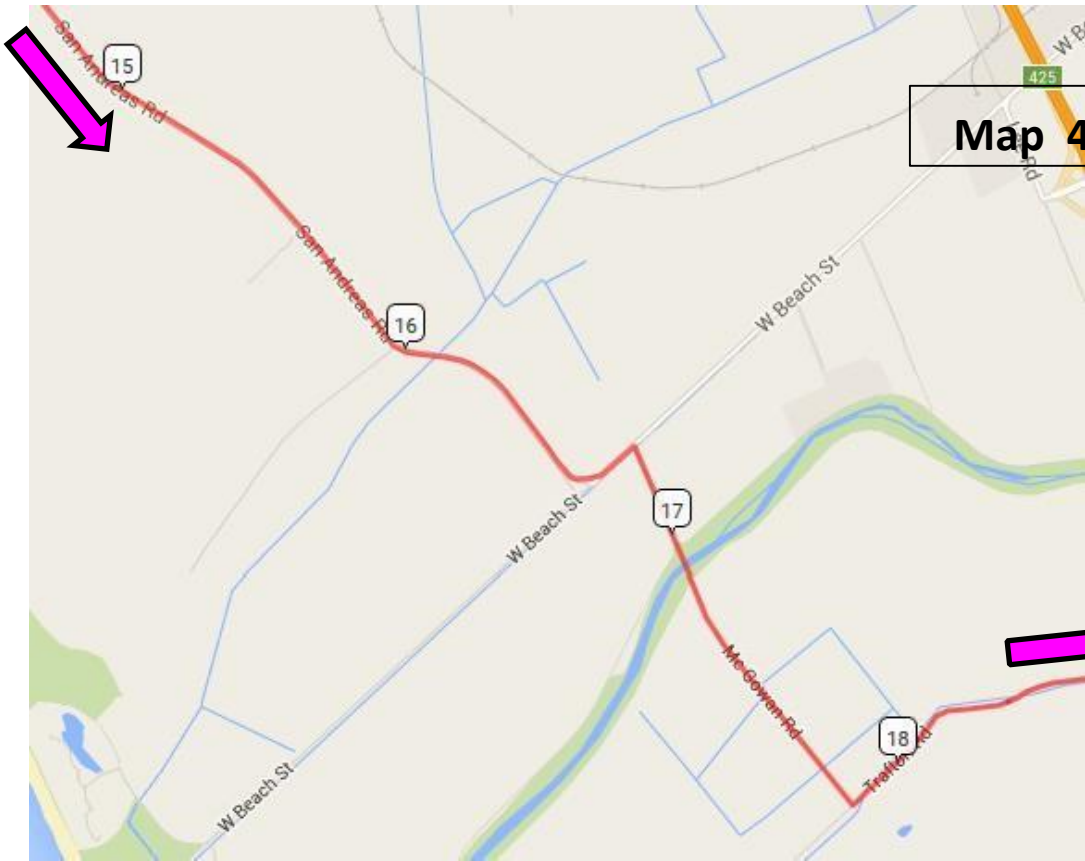
REST STOP

Calfee Design

(open 8:00—2:00)

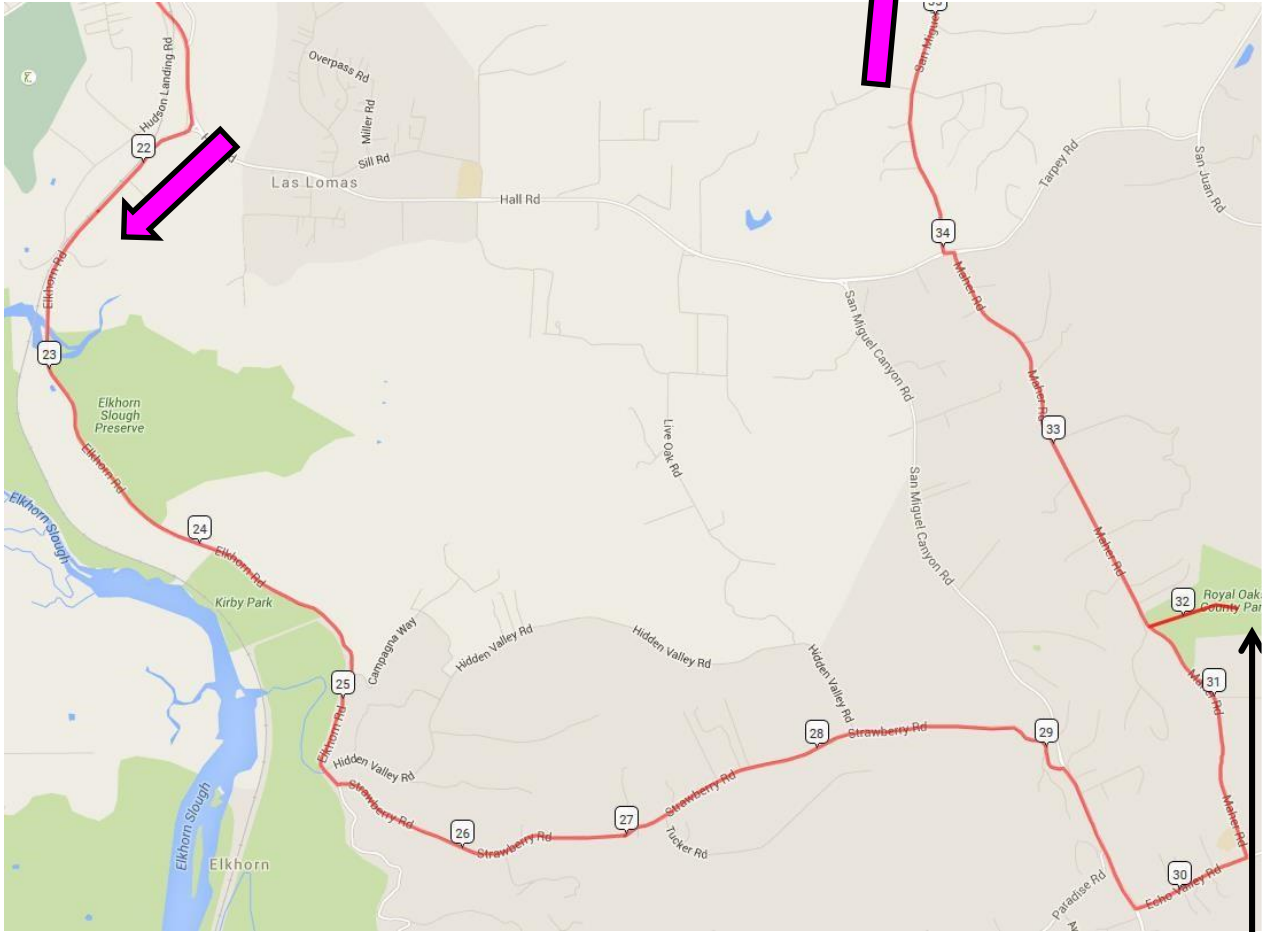
All rest stops have porta-potties, wash stations, trash and recycling bins.

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 6



LUNCH
Royal Oaks Park
(open 10:00—3:00)

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 7

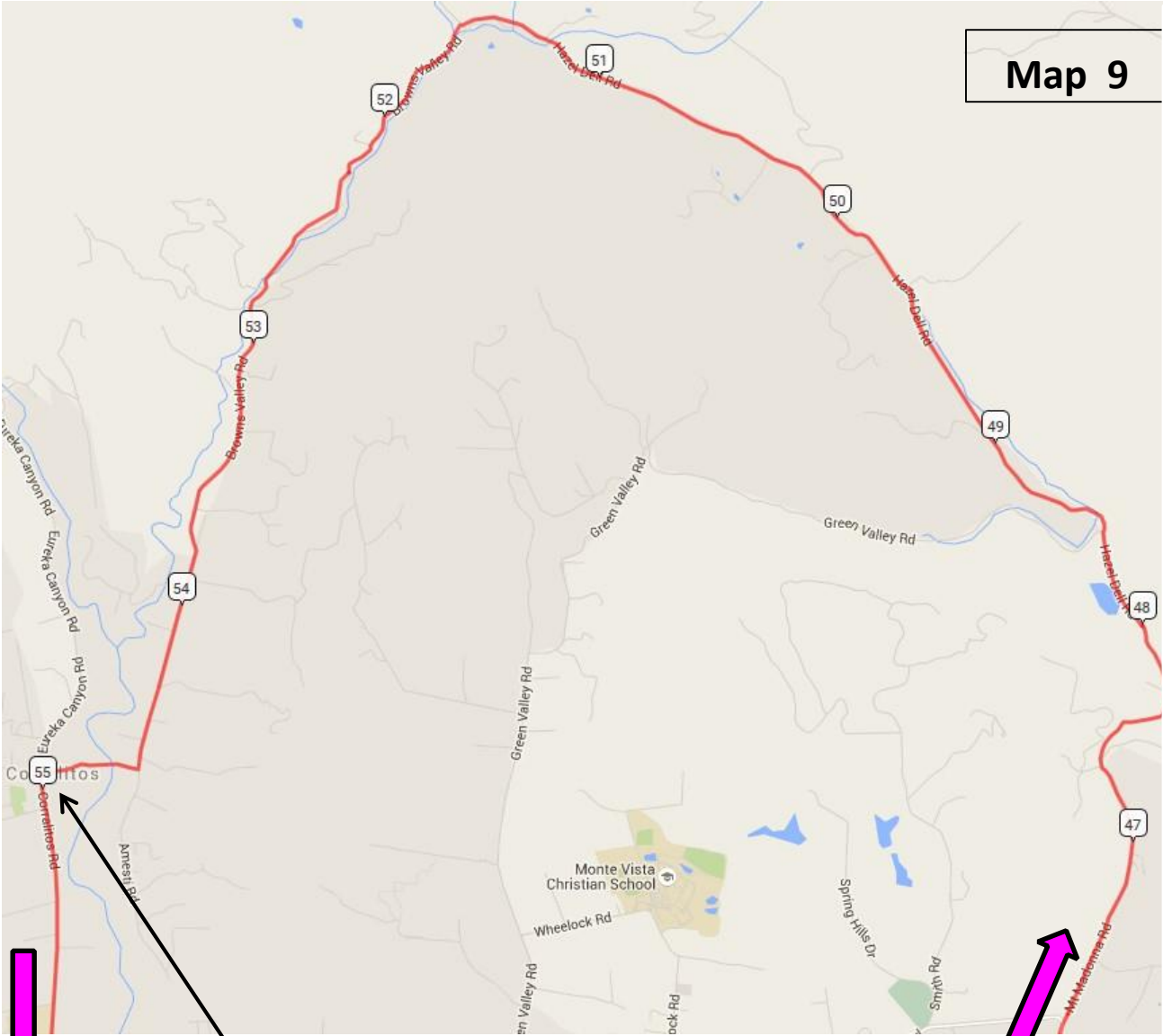


**CalTrans sign:
 "Bicycle Event, Cyclists on Road"
 between Murphy Crossing and
 Carlton Rd.**



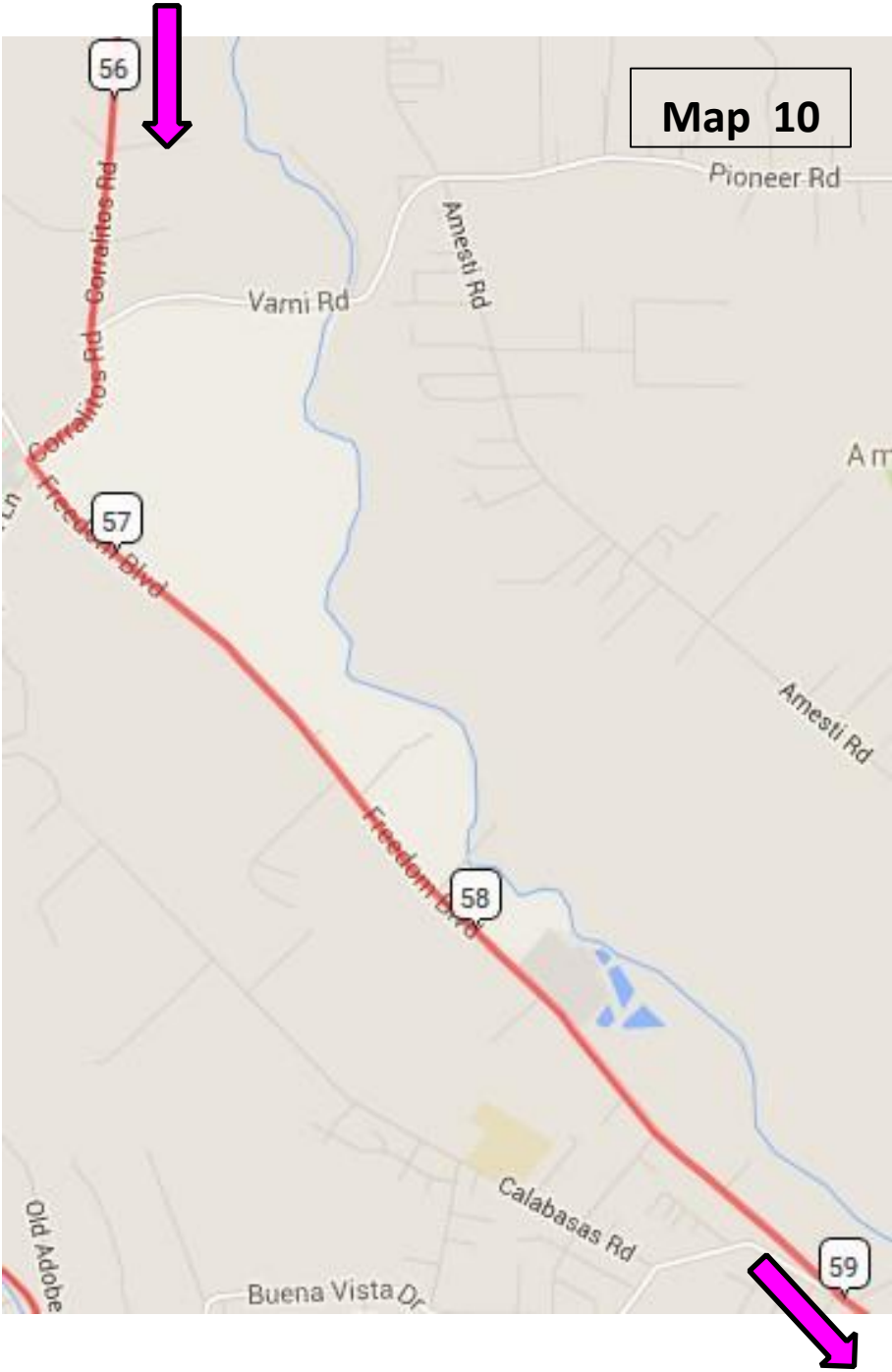
Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

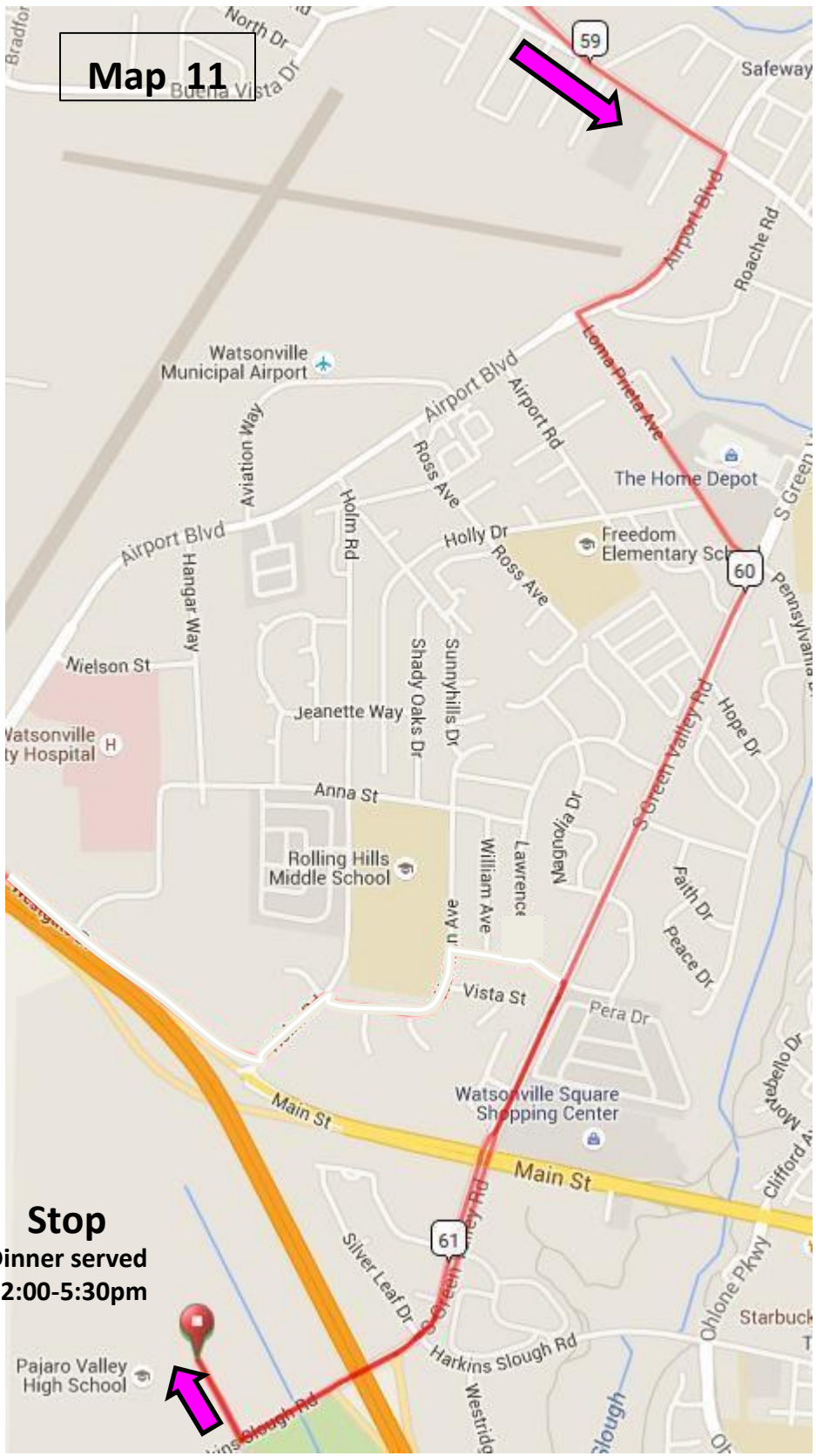
Map 9



Intersection of Corralitos Rd & Browns Valley Rd. will have porta-potties, wash stations, trash and recycling bins, and course monitors to guide bicycle riders. Riders will be asked to please not go into Corralitos Market and ask to use bathrooms.

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022





Map 11

Stop
Dinner served
12:00-5:30pm

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

May 15, 2022

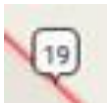
Strawberry Fields Forever Cycle Event 100 Mile Route

The State of California cannot confirm that this route meets all of the criteria set forth in Section 1000 of the State’s Highway Design Manual. It is the responsibility of the event organizer to inform orally and in writing each participant to ride with caution

Ride starts and stops at Pajaro Valley High School



Arrows such as these designate the direction of cycle traffic onto and off of each map segment.



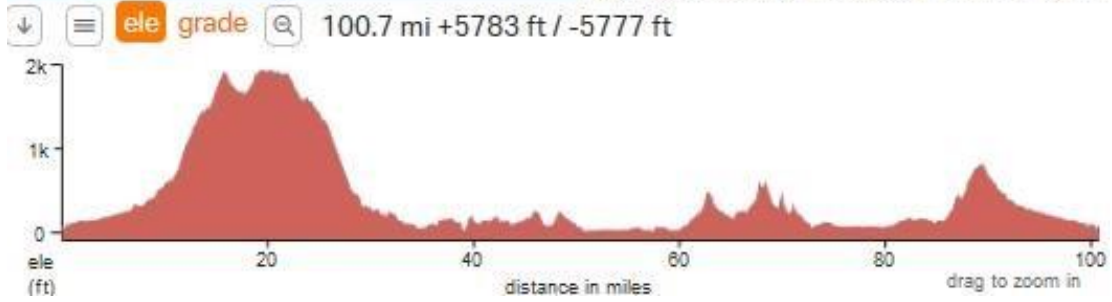
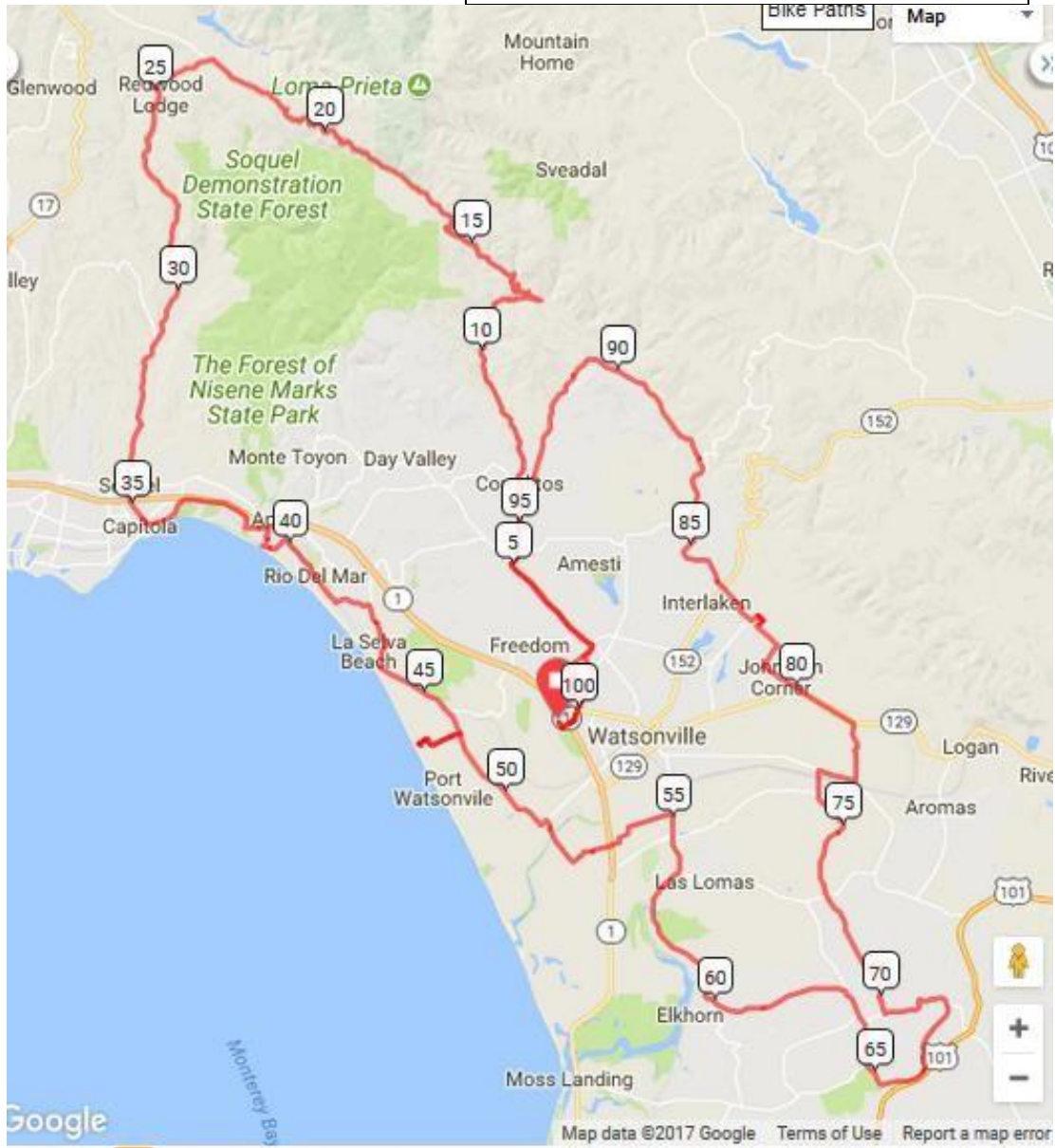
Mile markers such as these designate distance along cycle route from start point.

All rest stops have porta-potties, wash stations, trash and recycling bins.

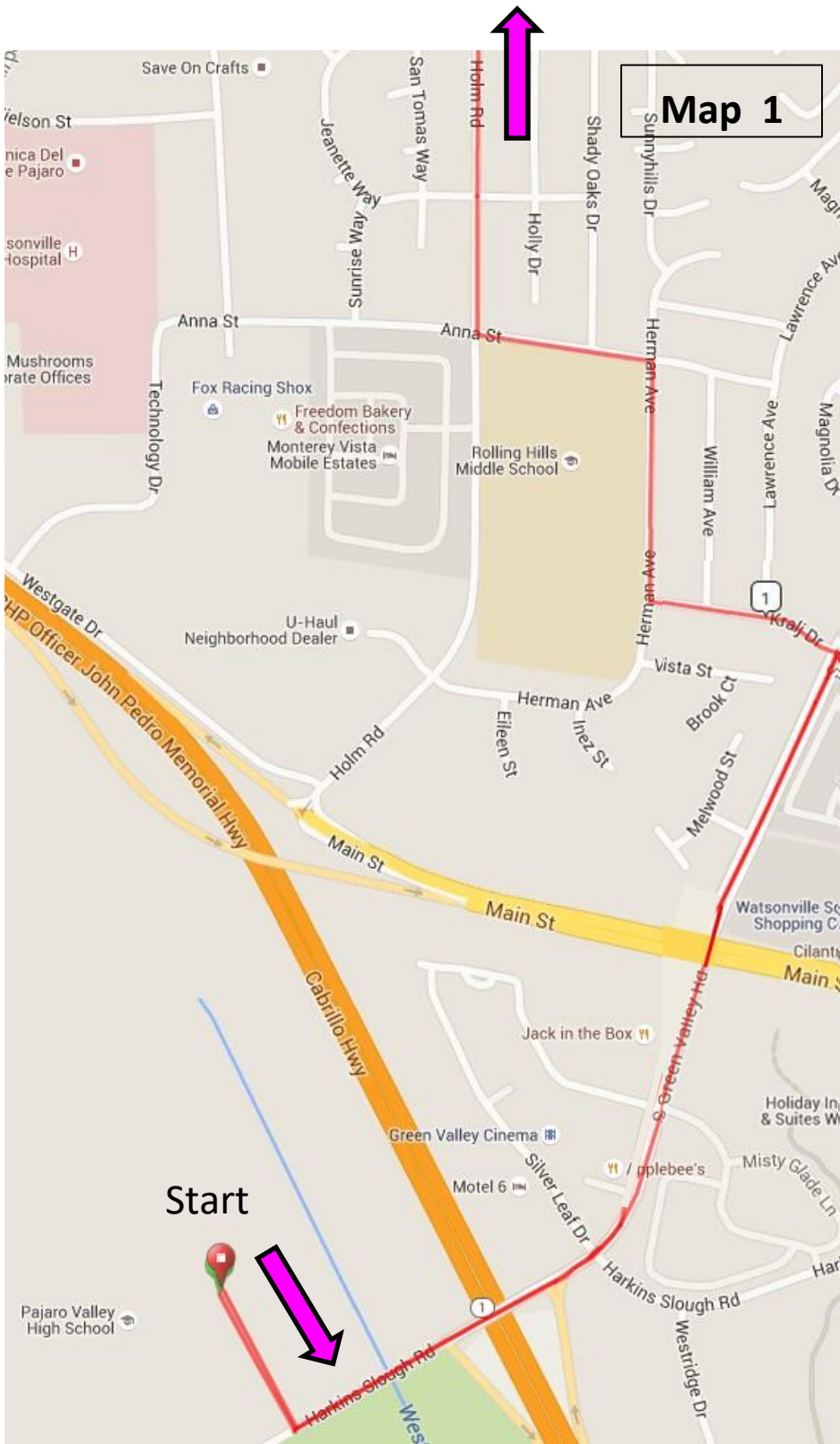
This route description consists of 24 sequentially numbered maps on 23 pages, including this page.

Overview

61.c

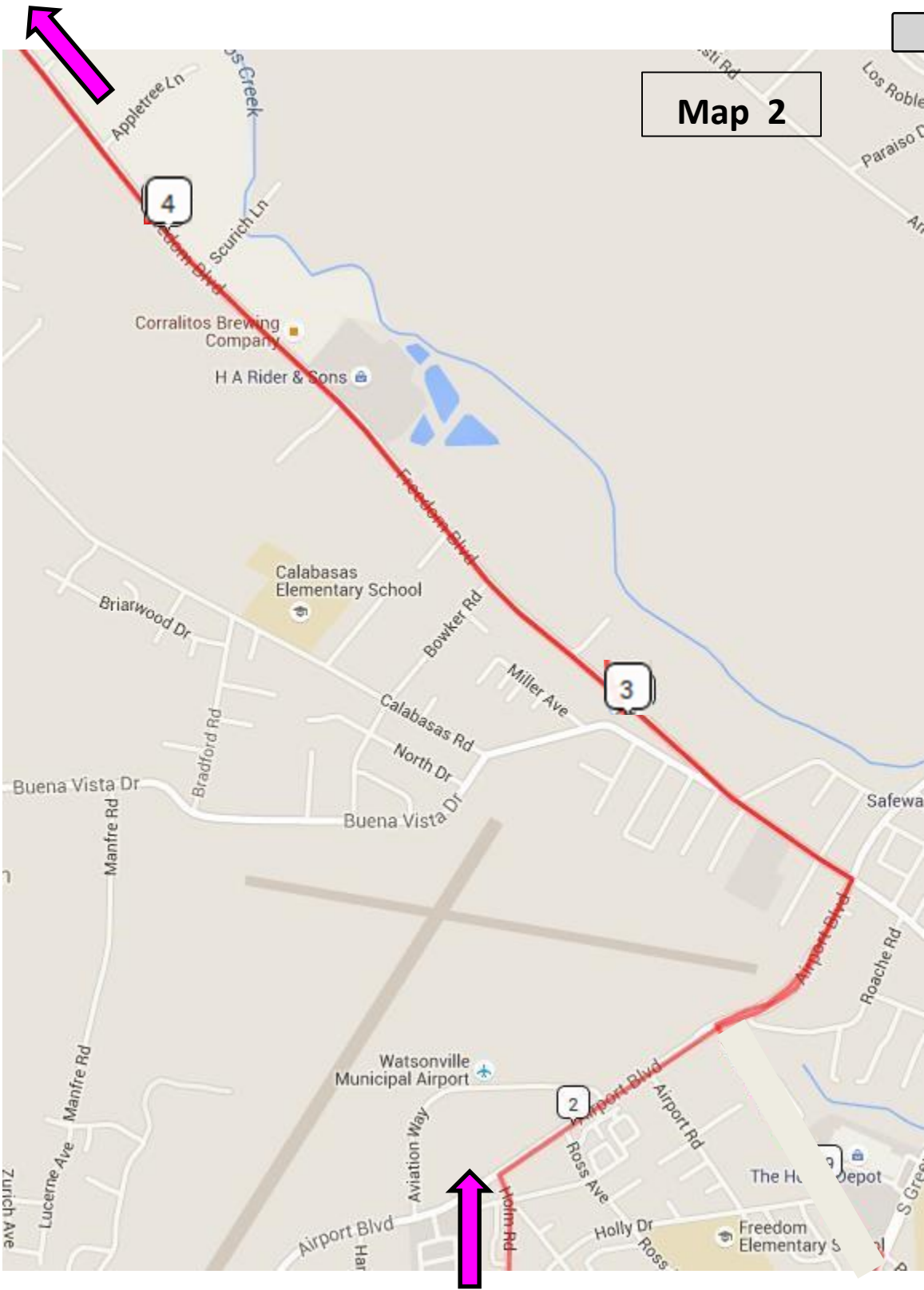


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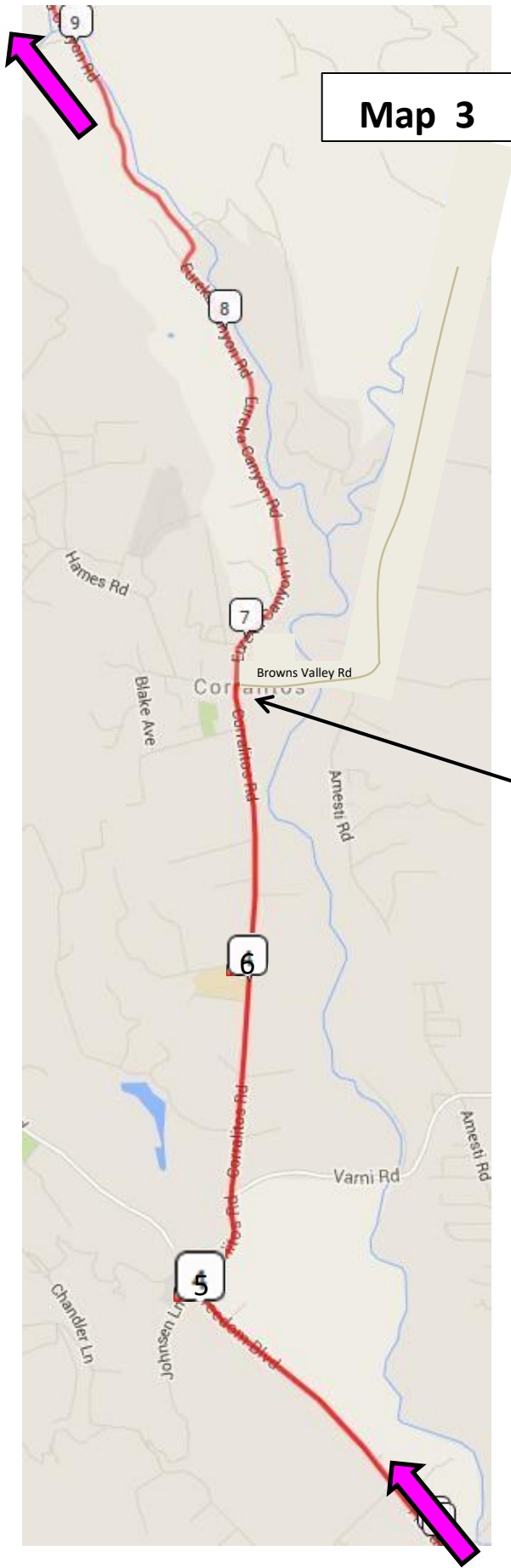
Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 2



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 3



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Map 4



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 5



Map 6

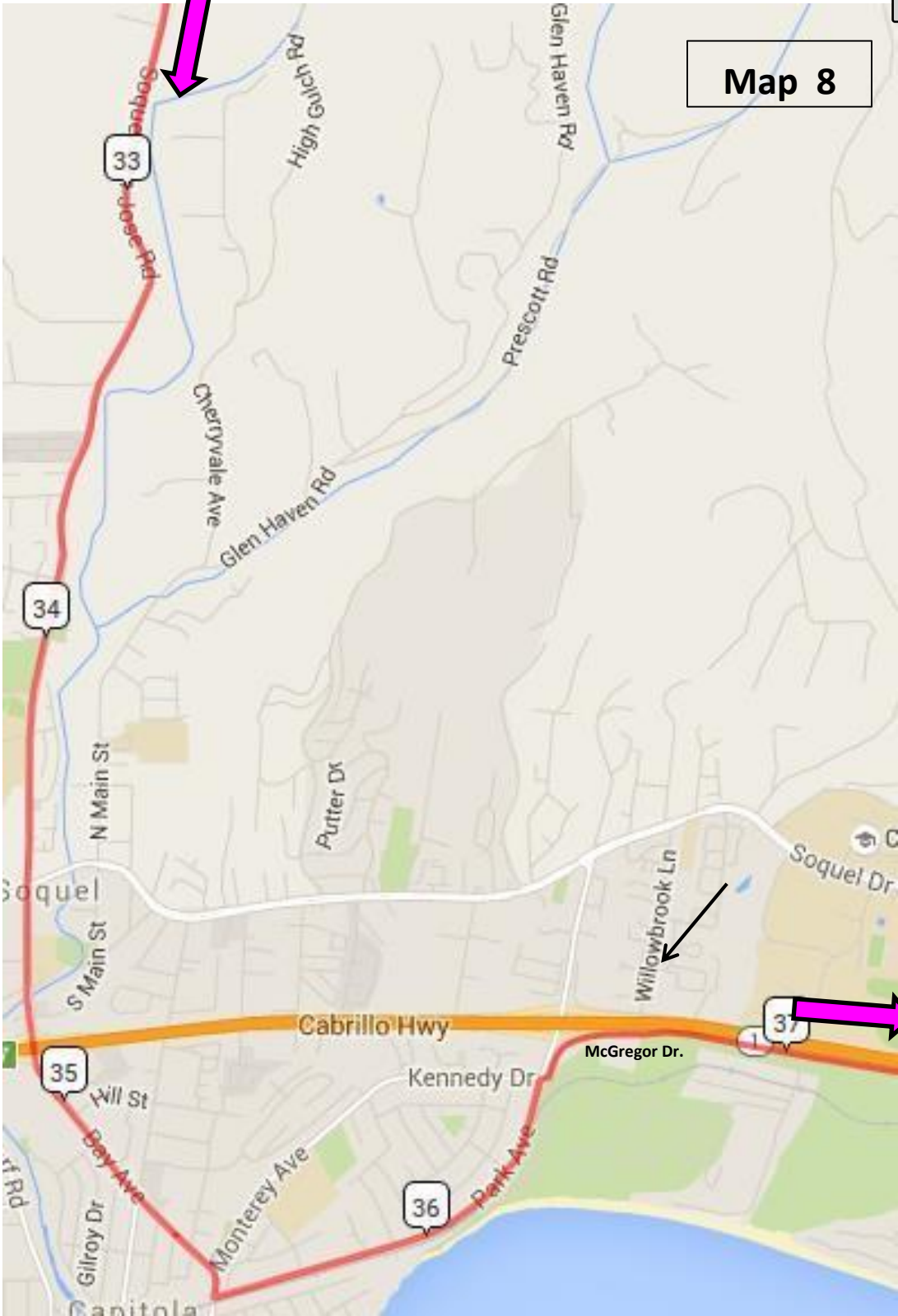


Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 7



Map 8

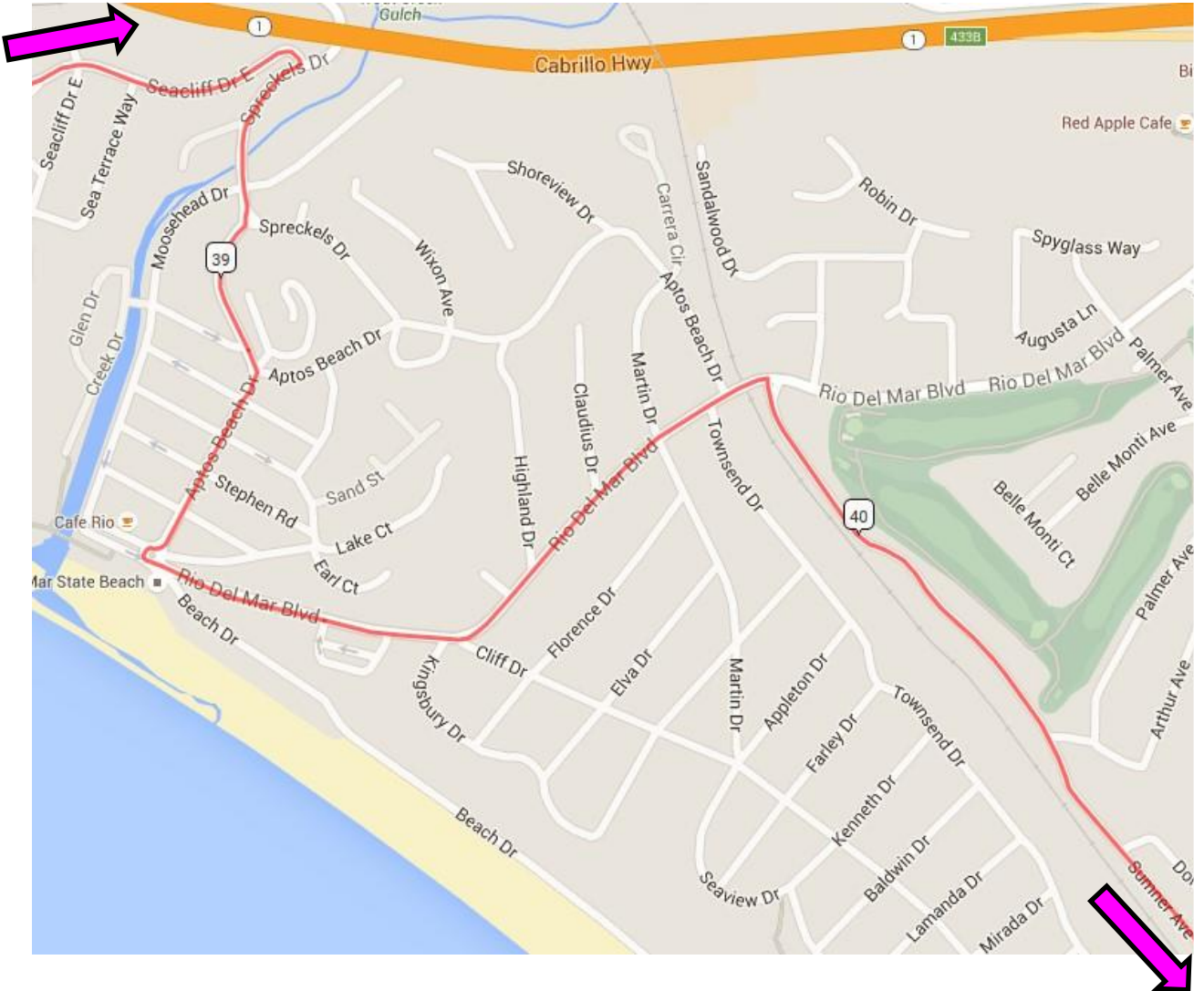


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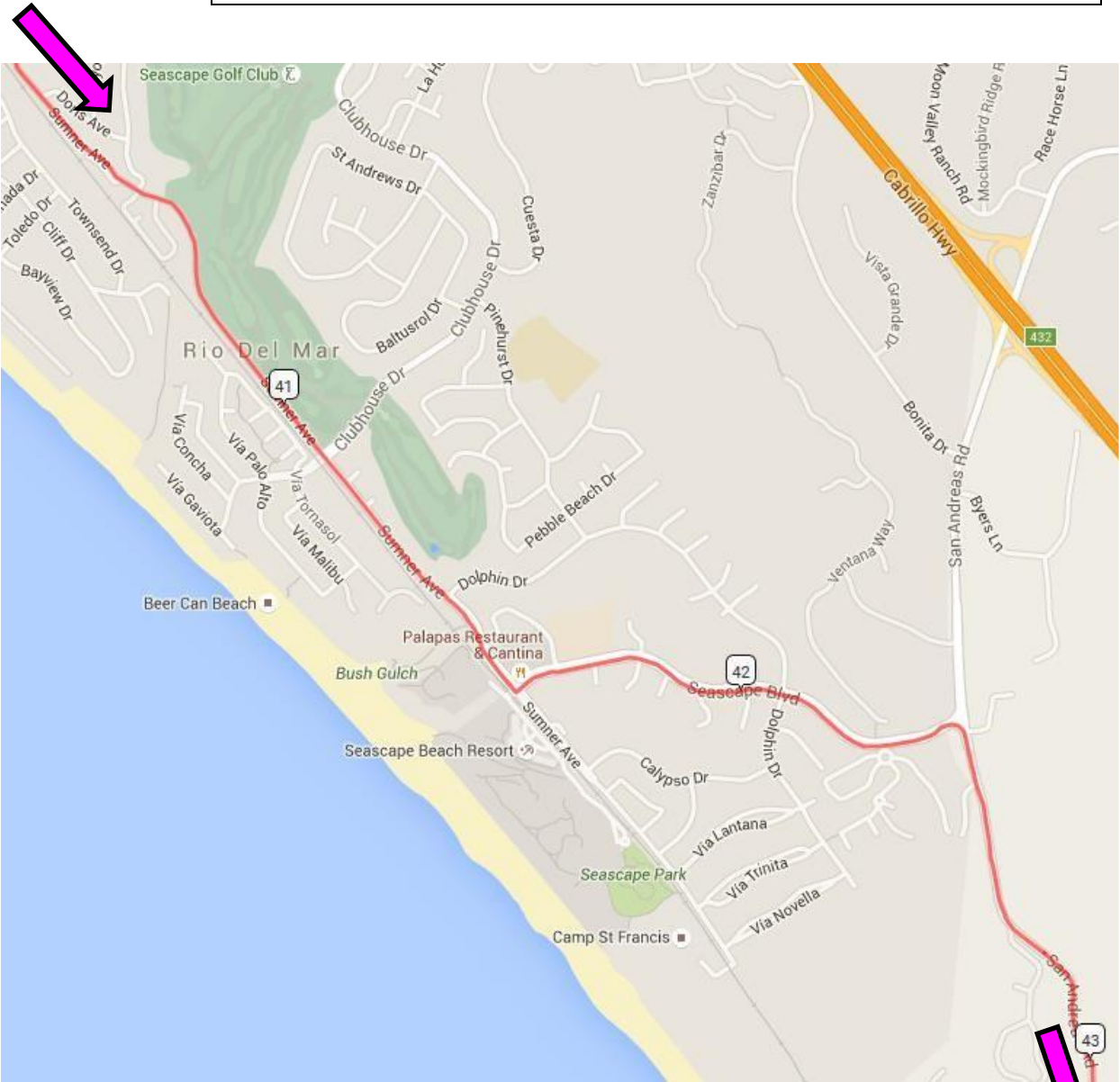
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Map 10



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 11



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



Map 12

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 13

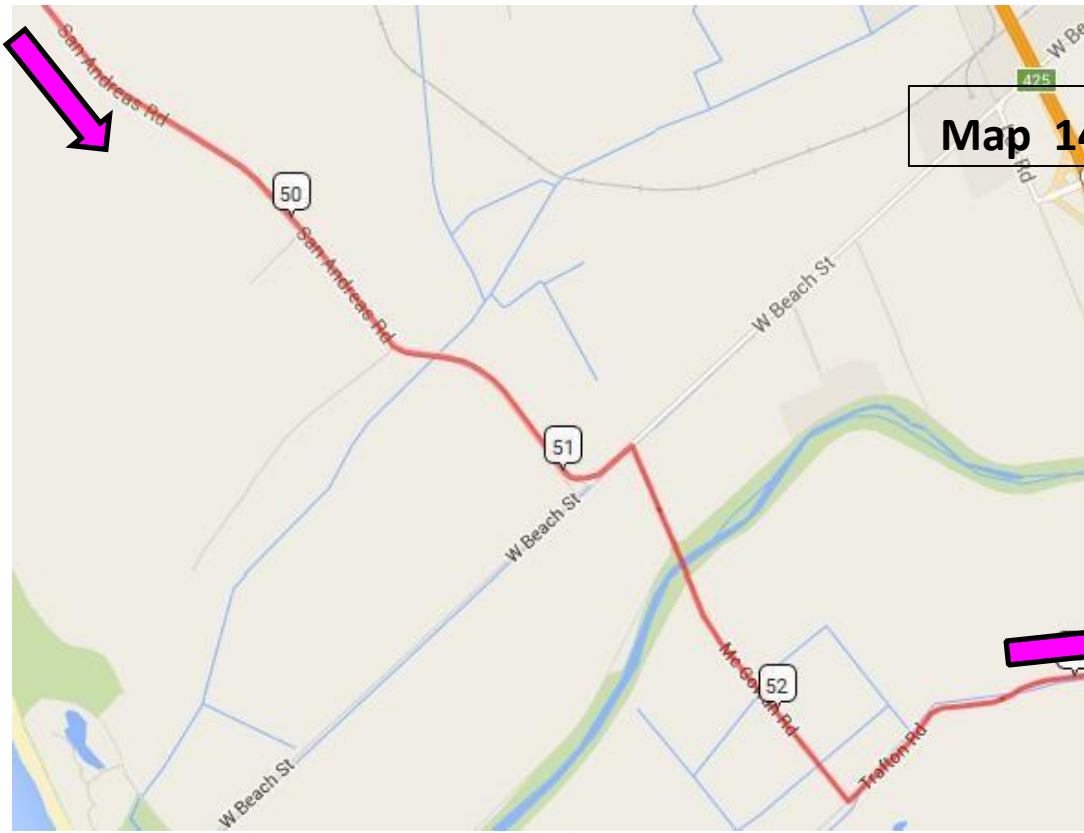


REST STOP

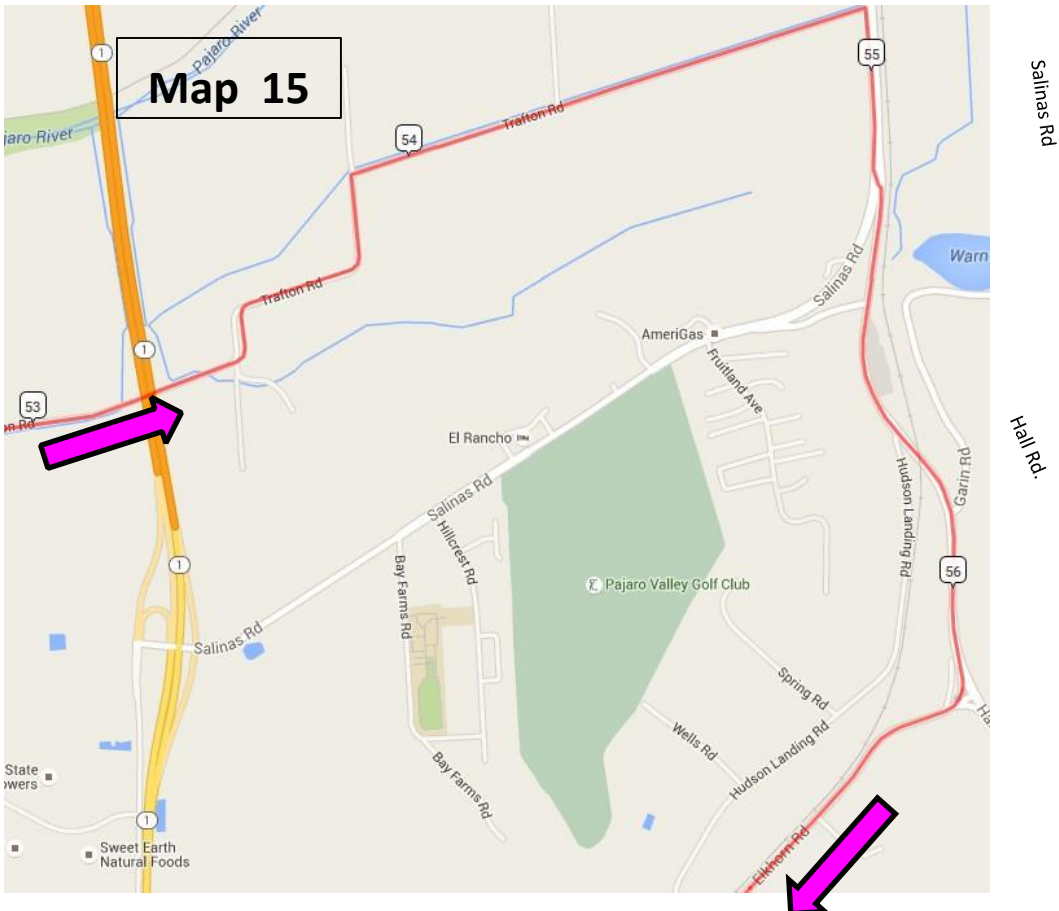
Calfee Design

(open 8:00—2:00)

All rest stops have porta-potties, wash stations, trash and recycling bins.

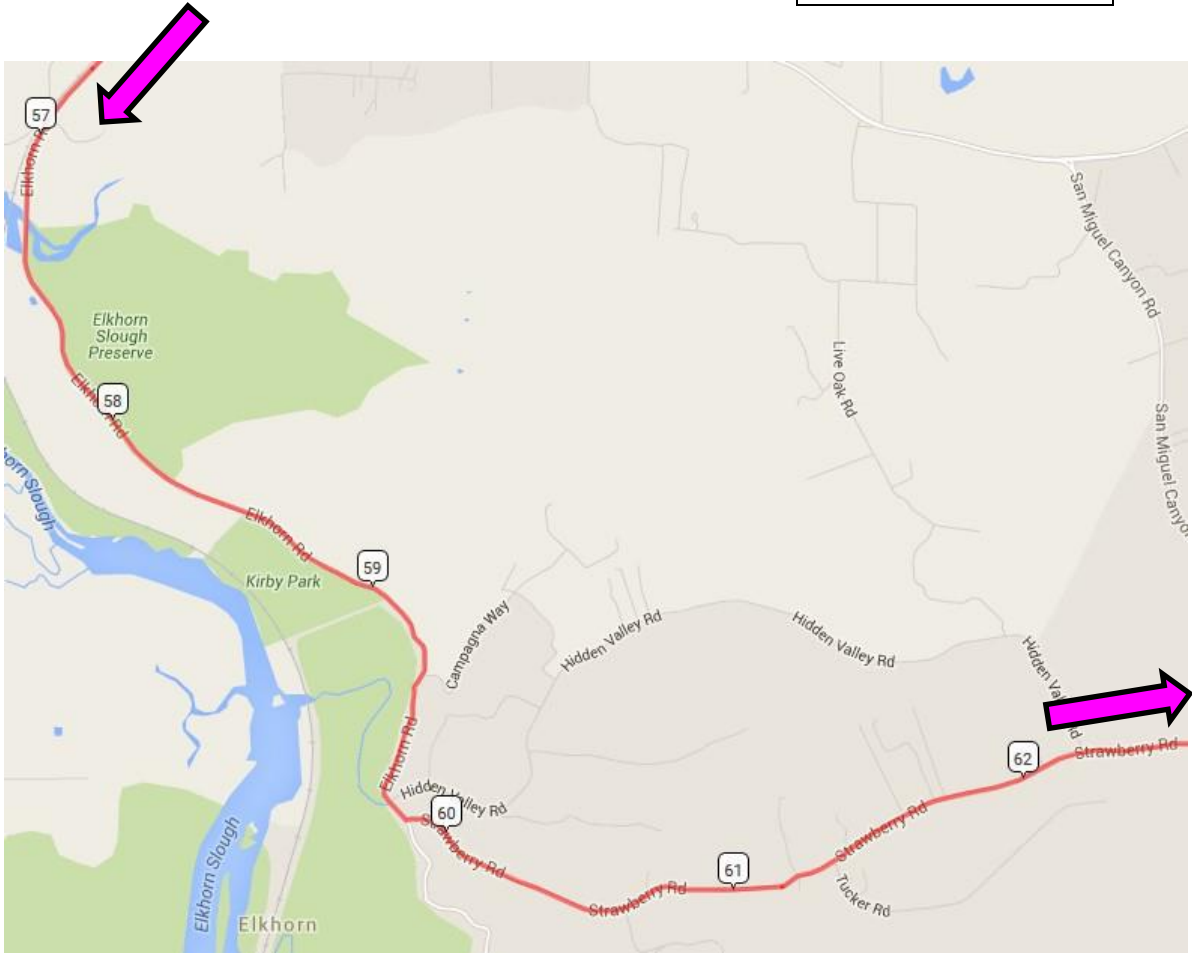


Map 14



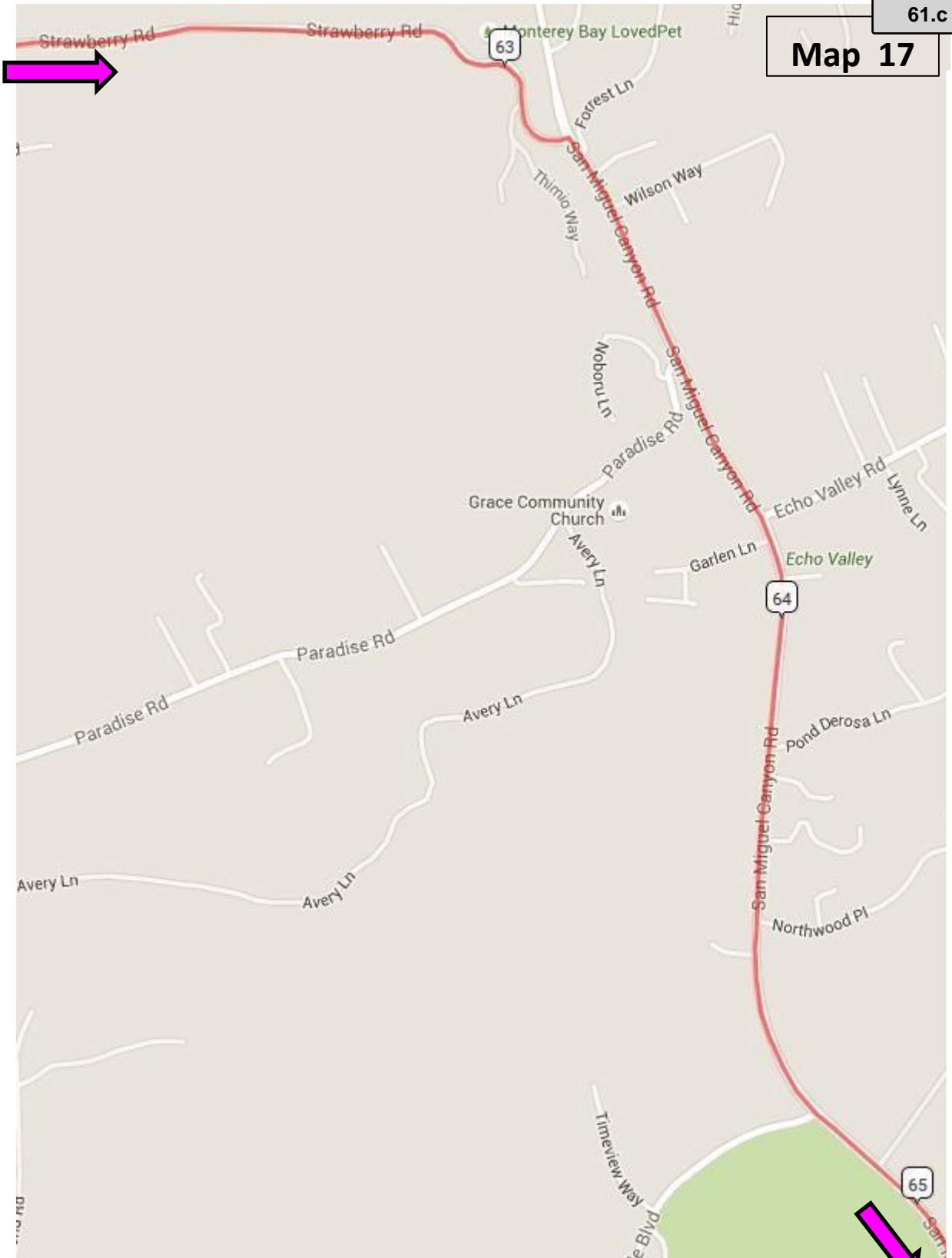
Map 15

Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



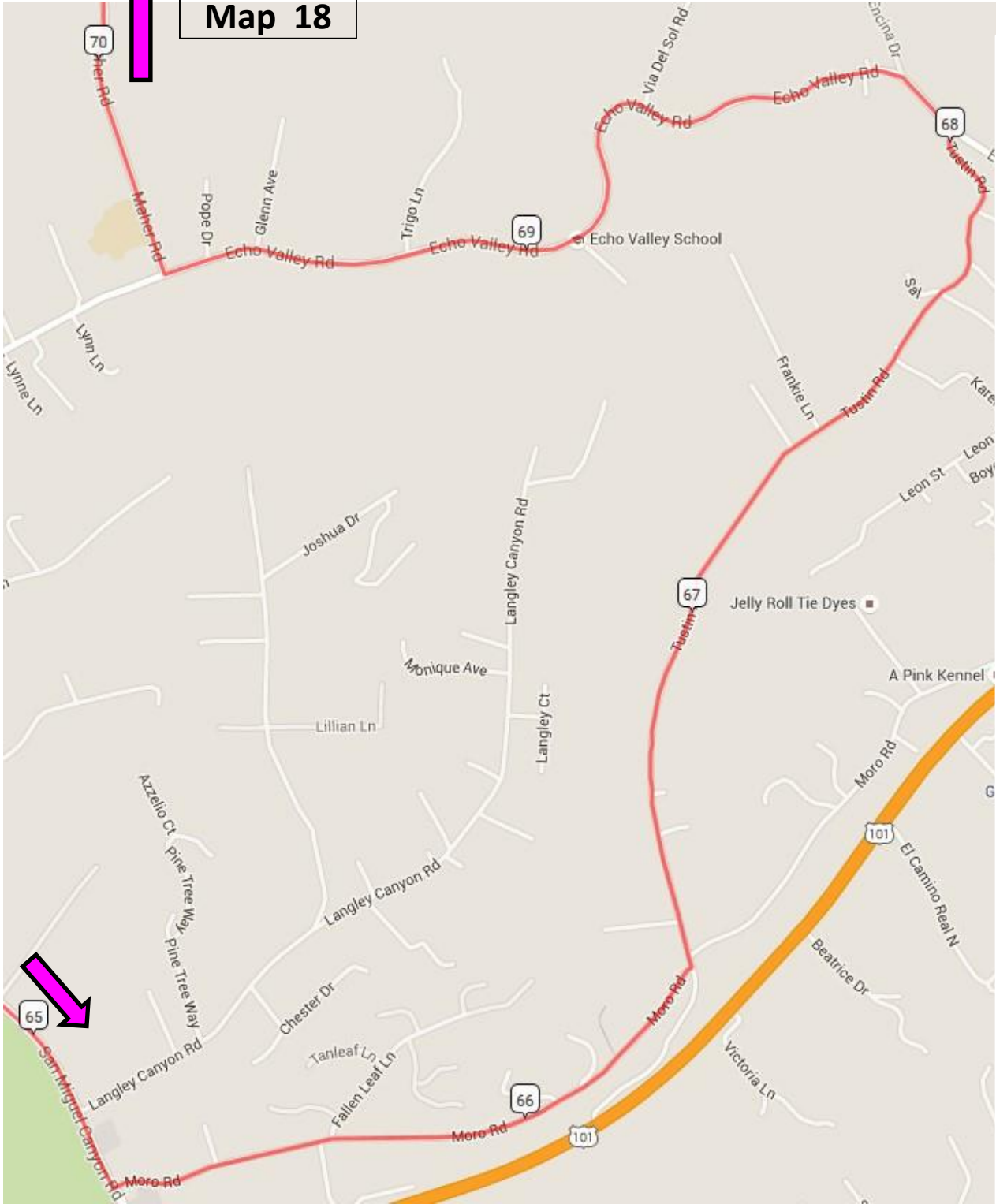
Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, on line and on file) (12304 : Approve Permit for 2022

Map 17



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 18



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



**CalTrans sign:
 "Bicycle Event, Cyclists on Road"
 between Murphy Crossing and
 Carlton Rd.**

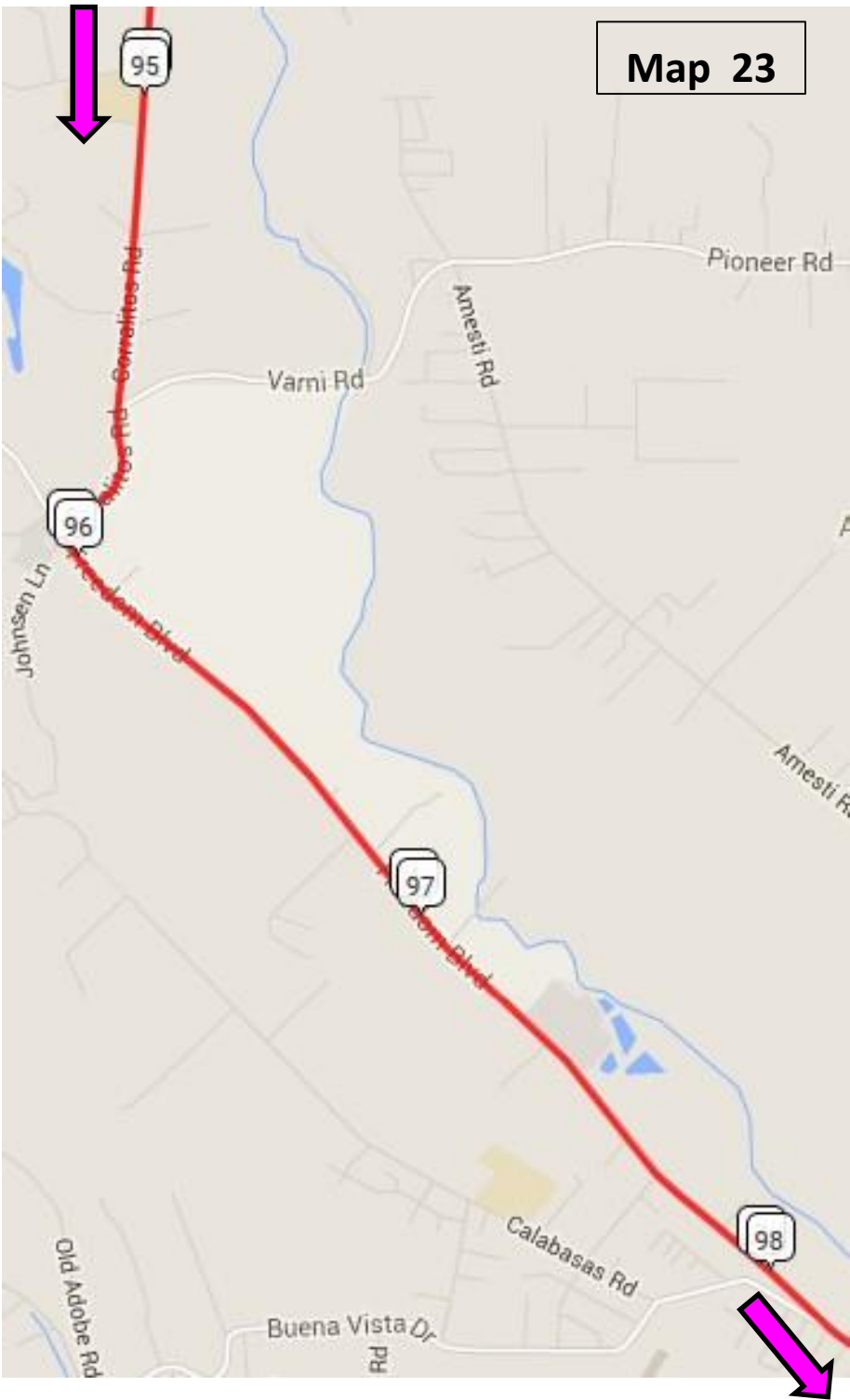
Map 21



REST STOP
Gizzard Ranch
(open 8:30—4:00)

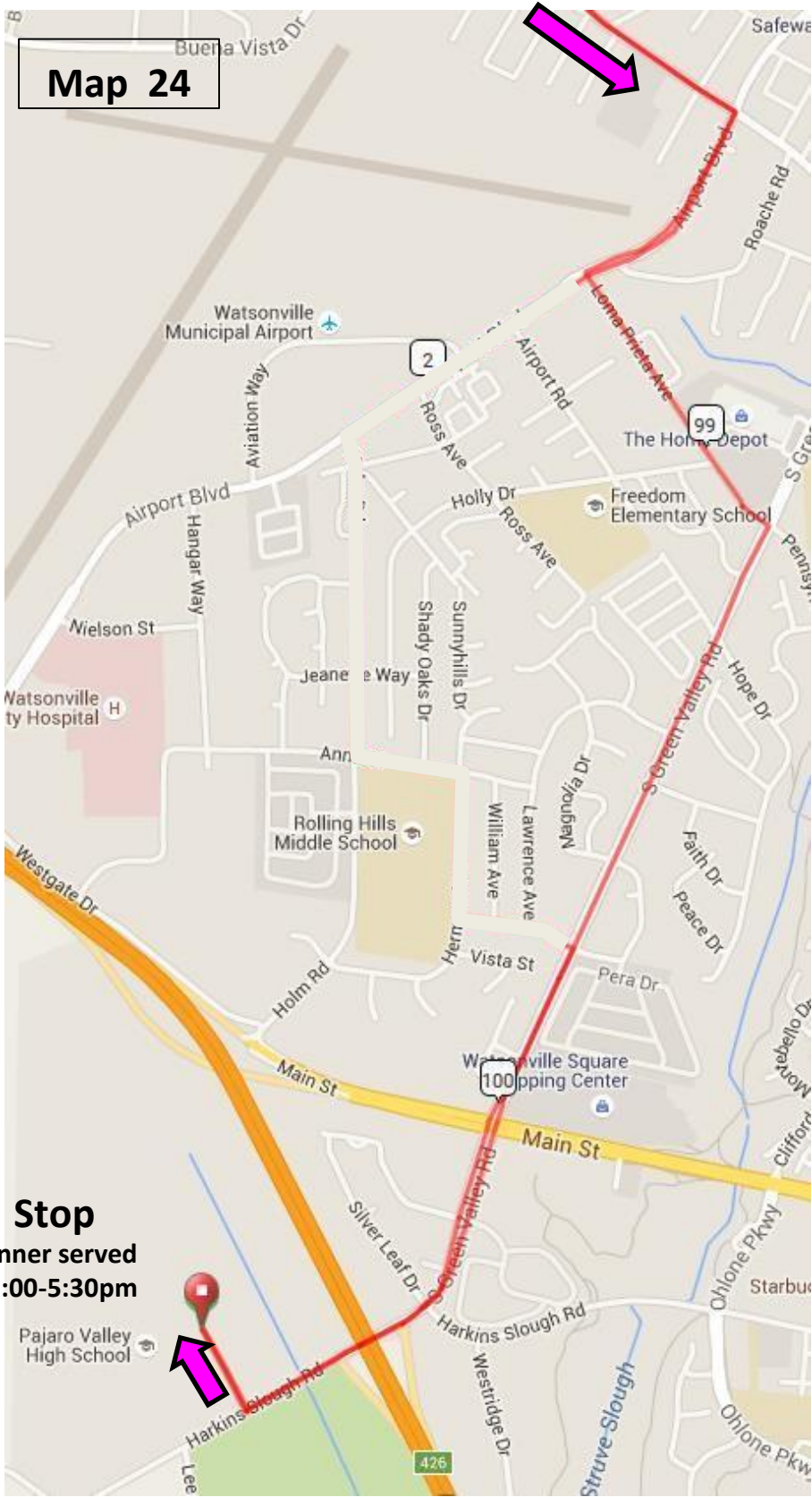
**All rest stops have
 porta-potties, wash
 stations, trash and
 recycling bins.**

Map 23



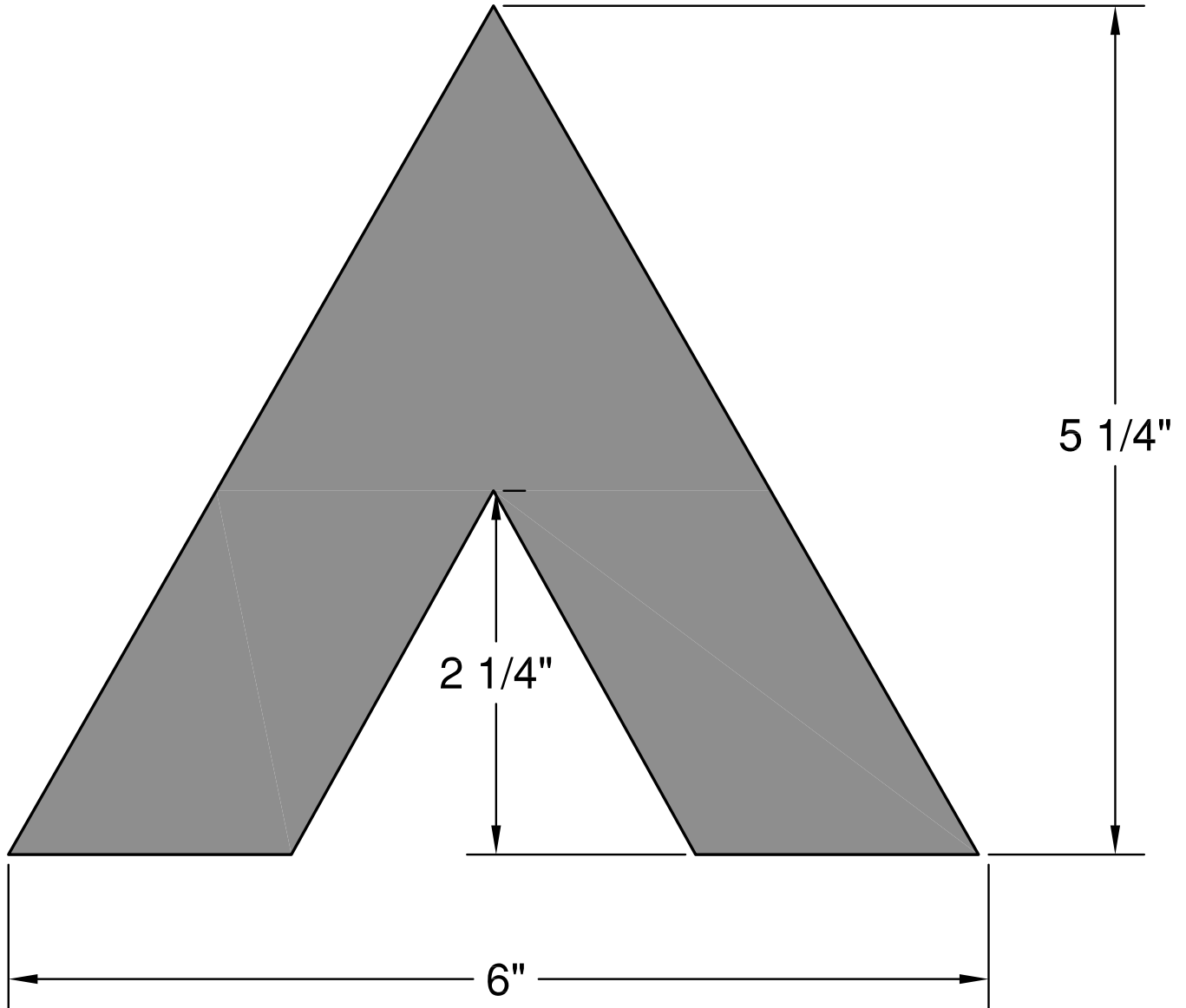
Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022

Map 24



Stop
 Dinner served
 12:00-5:30pm

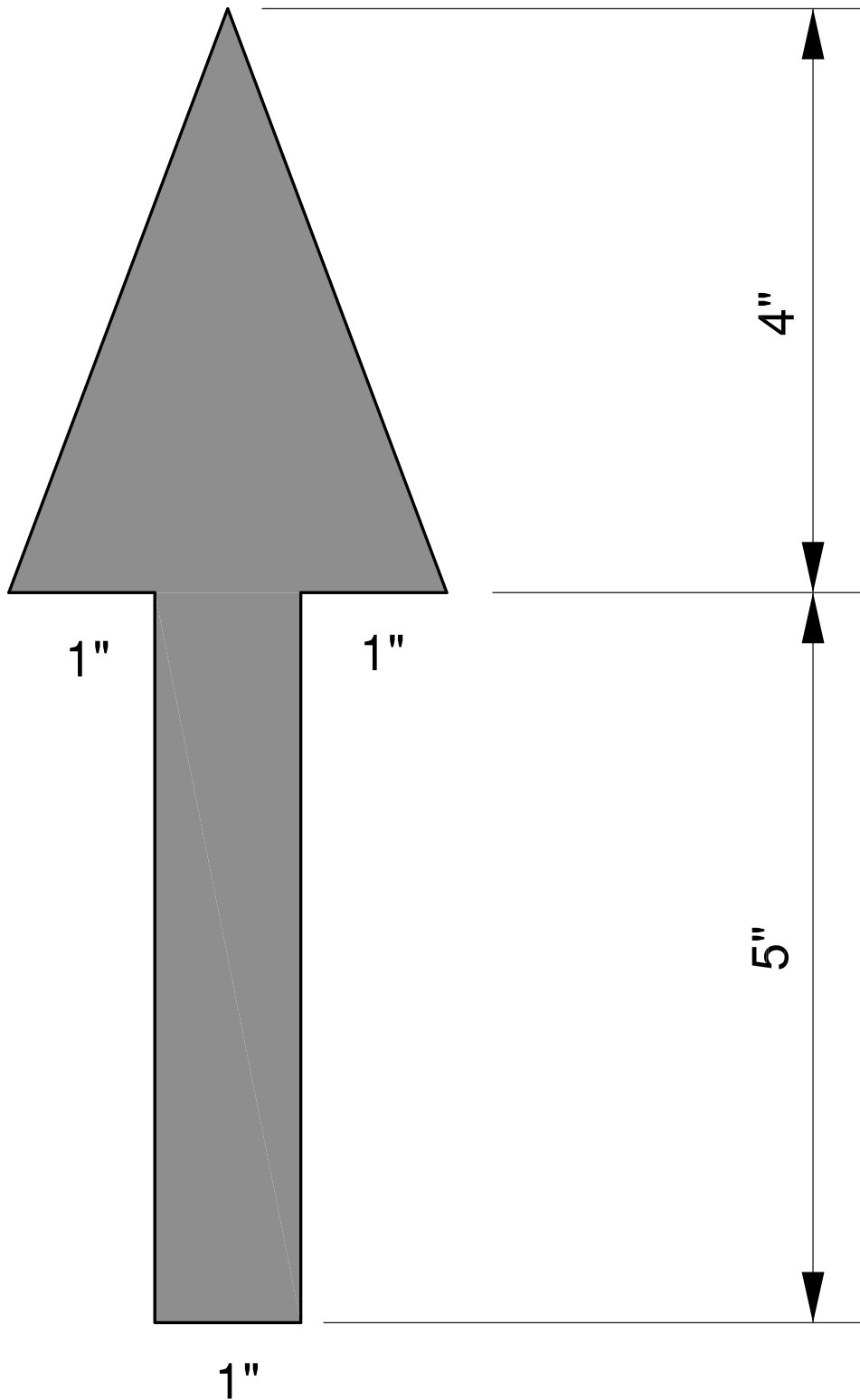
Attachment: Maps - Strawberry Fields Forever Bike Ride 2022 (44 pages, online and on file) (12304 : Approve Permit for 2022



■ AERVOE MARKING CHALK (ANY COLOR)
OR APPROVED EQUAL

ALTERNATE "A" DIRECTIONAL PAVEMENT MARKING DETAIL

Attachment: Bicycle Ride Directional Pavement Marking Detail (12304 : Approve Permit for 2022 Strawberry Fields Forever Bicycle Ride Event)



AERVOE MARKING CHALK (ANY COLOR)
OR APPROVED EQUAL

ALTERNATE "B" DIRECTIONAL PAVEMENT MARKING DETAIL



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: DPW: Road Operations

(831) 454-2160

Subject: Approve Permit for 2022 AIDS/LifeCycle Bicycle Ride Event

Meeting Date: April 12, 2022

Recommended Actions

- 1) Approve the permit conditions for the 2022 AIDS/LifeCycle bicycle ride scheduled for June 5 and June 6, 2022; and
- 2) Direct Community Development and Infrastructure to issue the event permit upon receipt of the \$559 recurring minor event processing fee.

Executive Summary

An event permit for the 2022 AIDS/LifeCycle bicycle ride on Sunday, June 5, and Monday, June 6, 2022, has been requested.

Background

AIDS/Lifecycle has requested an event permit to hold its 2022 AIDS/LifeCycle bicycle ride through Santa Cruz County on Sunday, June 5, and Monday, June 6, 2022.

Analysis

AIDS/LifeCycle is a seven-day fundraising bicycle ride from San Francisco to Los Angeles with approximately 2,500 participants. The event benefits the San Francisco AIDS Foundation and the Los Angeles LGBT Center in Los Angeles.

On Sunday, June 5, 2022, participants will travel south on State Route 1 from the North County line into the Santa Cruz City limits where they will stay overnight. On Monday, June 6, 2022, participants will continue south from the Santa Cruz City limits to the South County limits (see attached permit for maps). No road closures will be necessary, although an event of this nature may cause inherent traffic delays.

The permit also requires the ride organizer to obtain separate permits from the City of Santa Cruz, California State Parks, and the California Department of Transportation.

Financial Impact

Issuance of an encroachment permit for \$559 which offsets costs of staff to prepare and issue the required documentation.

Strategic Plan Elements

- 1.A (Comprehensive Health & Safety: Health Equity)
- 4.A (Sustainable Environment: Outdoor Experience)

This item ties to two areas of the strategic plan in that the bicycle rides promote a safe and healthy community, while also allowing participants and visitors to experience the outdoors.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Permit - AIDS/LifeCycle Bicycle Ride 2022
- b Map - AIDS/LifeCycle Bicycle Ride 2022
- c Bicycle Ride Directional Pavement Marking Detail



County of Santa Cruz

DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE

701 OCEAN STREET, FOURTH FLOOR, SANTA CRUZ, CA 95060-4070
 Planning (831) 454-2580 Public Works (831) 454-2160

Matt Machado, Deputy CAO, Director of Community Development and Infrastructure

Carolyn Burke <i>Assistant Director</i> <i>Unified Permit Center</i>	Stephanie Hansen <i>Assistant Director</i> <i>Housing & Policy</i>	Kent Edler <i>Assistant Director</i> <i>Special Services</i>	Steve Wiesner <i>Assistant Director</i> <i>Transportation</i>	Travis Cary <i>Director</i> <i>Capital Projects</i>	Kim Moore <i>Assistant Director</i> <i>Administration</i>
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SAMANTHA ALVAREZ, LOGISTIC DIRECTOR
 AIDS/LIFECYCLE
 1035 Market Street, Suite 400
 San Francisco, CA 94103

SUBJECT: 2022 AIDS/LIFECYCLE BIKE RIDE EVENT

Dear Committee Members:

Pursuant to the Santa Cruz County Board of Supervisors' action dated April 12, 2022, permission to hold the 2022 AIDS/LifeCycle Bike Ride event in the unincorporated areas of Santa Cruz County on Sunday, June 5, and Monday, June 6, 2022, is granted with the following conditions:

RESPONSIBILITY OF PERMITTEE

1. Ride participants will travel Sunday, June 5, 2022, south on State Route 1 from the north County line into the Santa Cruz City limits where they will stay overnight. On Monday, June 6, 2022, participants will continue south from the Santa Cruz City limits to Eaton Street to 7th Avenue to East Cliff Drive to Portola Drive to City of Capitola to McGregor Drive to Searidge Road, to State Park Drive to Center Avenue, to El Camino del Mar, to Seaciff Drive to Spreckels Drive to Treasure Island Avenue to Aptos Beach Drive to Rio del Mar Boulevard to Sumner Avenue to Seascape Boulevard to San Andreas Road to West Beach Street to Thurwachter Road to the south County line (as shown in Attachment A).
2. The PERMITTEE shall provide a unique identification number to each participant. The numbers shall be prominently displayed on each rider. The printing must be of sufficient size to be legible at a distance of at least 50 feet. A sample participant marking shall be submitted to the Santa Cruz County Department of Community Development and Infrastructure at least 30 days prior to the event.
3. The PERMITTEE shall provide restroom facilities and trash receptacles at the rest stop location at least every 25 miles.
4. The PERMITTEE shall provide a vehicle that can pick up any rider or participant who is required to drop out of the ride. The vehicle shall be clearly identified as a SAG vehicle.
5. The PERMITTEE shall furnish, at its own expense, all personnel and incidentals to comply with all permit conditions.

AIDS/LIFECYCLE, ORGANIZING COMMITTEE

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6. The PERMITTEE may provide directional pavement markings to guide its participants. These markings shall conform to the standards detailed in the drawings provided as Attachment B. If the markings have not faded to an acceptable level within 30 days, the PERMITTEE will be responsible for their timely removal.
7. Immediately following the ride, a general clean-up of trash and materials generated by the event shall be made of the entire ride route.
8. The PERMITTEE shall exonerate, indemnify, defend, and hold harmless the County of Santa Cruz, including without limitation, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including attorney fees, which the County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the event or PERMITTEE'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 the County of Santa Cruz and third persons.
9. The PERMITTEE, 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 excess of the PERMITTEE insurance coverage and shall not contribute to it.
 - a. Automobile Liability Insurance for each vehicle used in the performance of this permit, including owned, non-owned (e.g. owned by PERMITTEE, its staff or employees or volunteers), leased or hired vehicles, in the minimum amount of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
 - b. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
10. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, he named insured performed under Permit with the County of Santa Cruz.”

AIDS/LIFECYCLE, ORGANIZING COMMITTEE

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11. All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Department of Community Development and Infrastructure, Road Operations, Senior Civil Engineer, 701 Ocean, Street, Room 410, Santa Cruz, CA 95060.”
12. The PERMITTEE agrees to provide its insurance broker(s) with a full copy of these insurance provisions.
13. INSURANCE ENDORSEMENTS MUST BE RECEIVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT OR THIS PERMIT WILL BE CANCELED. All Insurance Endorsements shall be delivered or sent to: County of Santa Cruz, Department of Community Development and Infrastructure, Road Operations, Senior Civil Engineer, 701 Ocean Street, Room 410, Santa Cruz, CA 95060.
14. The PERMITTEE shall provide verification that they have met with the California Highway Patrol and the Santa Cruz County Sheriff’s Office to coordinate final traffic control plans and enforcement. The PERMITTEE shall also provide verification that each agency has been supplied with an event route map. Verification shall be provided to the County of Santa Cruz no later than 30 days prior to the event.
15. Two or more California Highway Patrol Officers shall monitor the event along the route and assist the ride participants.
16. The PERMITTEE shall obtain permits from the City of Santa Cruz, City of Capitola, California State Parks, and the California Department of Transportation.
17. A critique will be held on July 8, 2022, at 10:00 a.m. at the Department of Community Development and Infrastructure offices with the PERMITTEE representative. It is the responsibility of the PERMITTEE to arrange for representatives from the California Highway Patrol and the Santa Cruz County Sheriff’s Office to attend, as well as other interested parties to discuss recommendations or required changes as determined.
18. Widespread disregard of the permit conditions will result in the Santa Cruz County Board of Supervisors recommending disapproval of future PERMITTEE bike ride events.
19. The PERMITTEE will furnish the Santa Cruz County Department of Community Development and Infrastructure with the name and telephone number for the contact person that will be accessible during event hours.

AIDS/LIFECYCLE, ORGANIZING COMMITTEE

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RIDE PARTICIPANTS

Each ride participant must be advised by the ride organizer of the following:

1. Ride participants must abide by all applicable State and local vehicular laws. This includes riding as close as practicable to the right-hand curb or edge of roadway. Bicyclists riding more than one abreast shall yield to vehicular traffic.
2. Obstacles exist along the roadways that can cause injury to riders. Attention is hereby directed to the many signposts, utilities, curbs, medians, guardrails, retaining walls, pavement markings, delineators, barricades, road bumps, etc.
3. Paper cups, food wrappers, and any other trash generated by ride participants must be disposed of in the receptacles provided by the PERMITTEE at the designated rest stops.
4. Ride participants should use the restroom facilities provided by the PERMITTEE at the designated rest stops.
5. Riders cited by law enforcement officials for violating the California Vehicle Code or Santa Cruz County regulations will be automatically disqualified, and violations could result in enforcement action against the participant.

Written, signed verification that all ride participants have agreed to and acknowledge the above conditions shall be submitted to the County of Santa Cruz Department of Community Development and Infrastructure no later than ten (10) working days after the event.

NOTIFICATION

1. Notification shall be made in a newspaper of general circulation via press release or paid advertisement giving the time, date, and names of all roads on the ride route no later than five (5) days prior to the event and no sooner than twenty (20) days prior to the event.
2. At least thirty (30) days before the event, PERMITTEE shall in writing notify local emergency services including fire, the Santa Cruz County Sheriff's Office, the California Highway Patrol, and the Metropolitan Transit District of the ride and ride routes.
3. Residents and businesses that have requested notice of rides shall be given written notice by the PERMITTEE of the time, date, and names of roads on the ride route no later than ten (10) days prior to the event.
4. Construction type warning signs shall be posted a minimum of five (5) days prior to the race day at key intersections as a further aid in notifying residents and motorists of street closures. The positioning of these warning signs shall not block safe sight distance nor access for vehicles, bicycles, and pedestrians.

AIDS/LIFECYCLE, ORGANIZING COMMITTEE

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COVID-19 SAFETY

1. PERMITTEE shall comply with all Federal, State, and local Covid-19 guidelines.
2. It is the responsibility of the PERMITTEE to track and comply with all changes in Covid-19 rules and guidelines.
3. If the event is not allowed under Federal, State or Local guidelines in effect at the time of the event, then the permit shall be void, the event shall not be held, and no refund of the event processing fee will be given.

Please sign below, and return the original of this letter to our office.

Yours truly,

Matt Machado
 Deputy CAO, Director of Community
 Development and Infrastructure

MM:SBW:CRC:LKG

Attachments:

A: Map

B: Directional Pavement Marking Detail

The terms and conditions of this permit are understood, and the AIDS/LifeCycle Organizing Committee agrees to comply with all conditions.

PERMITTEE

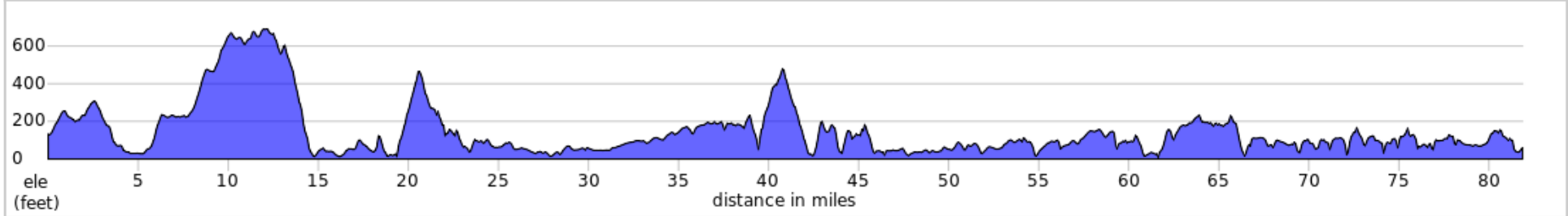
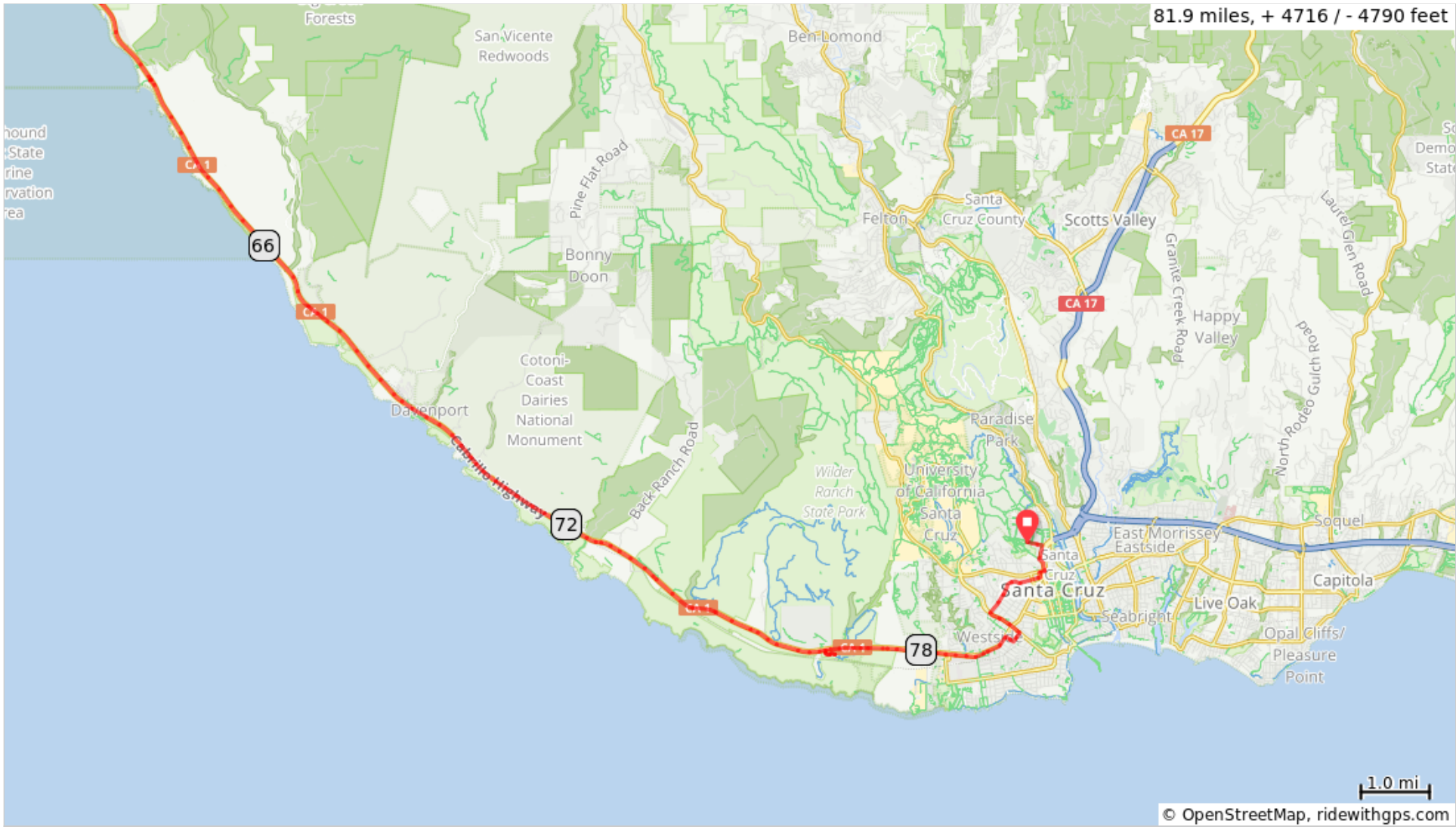
Date: _____

By: _____

Title

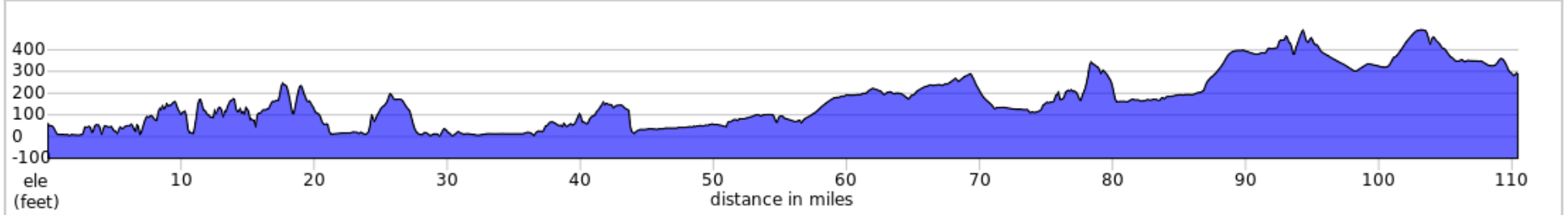
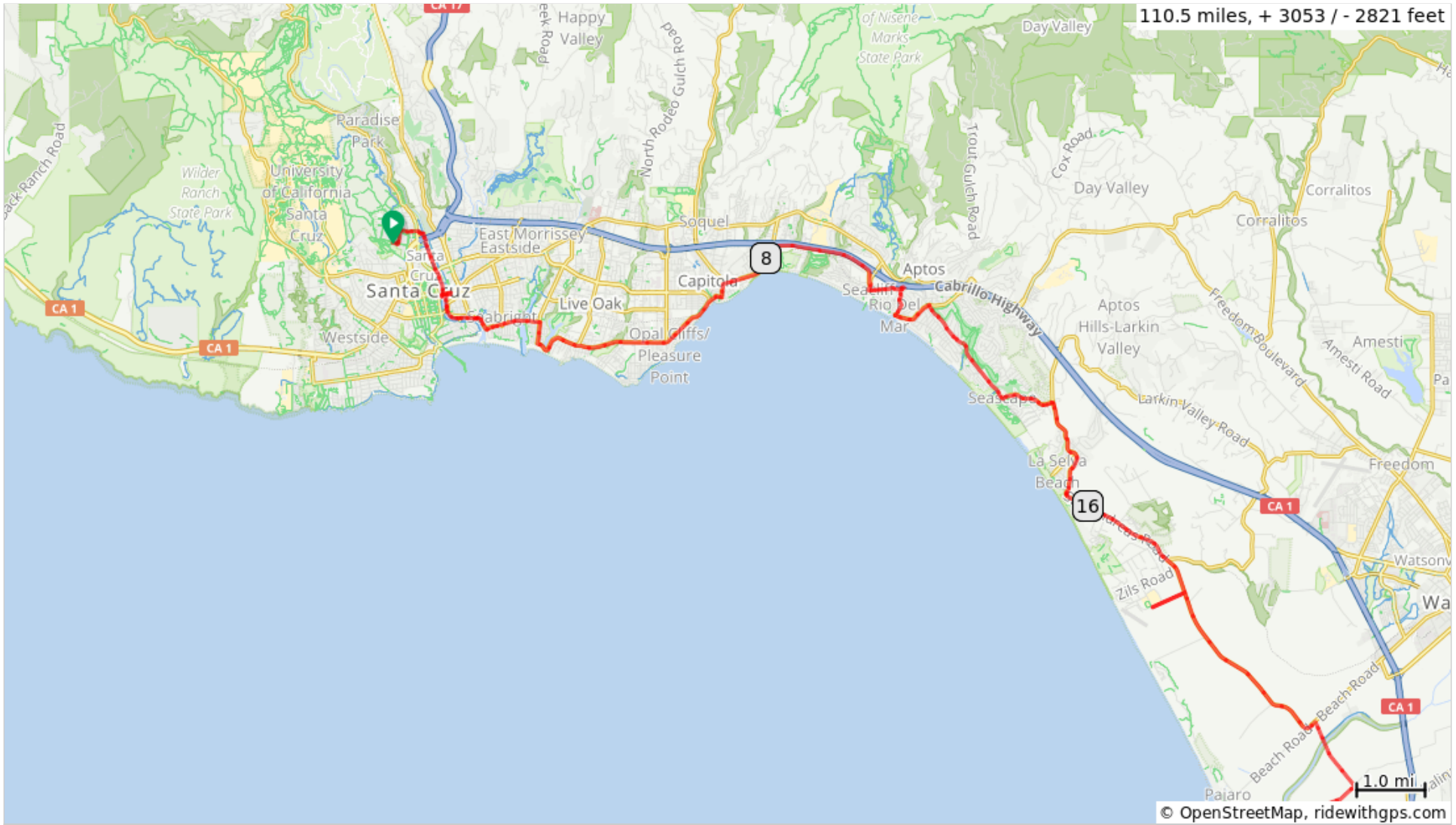
Attachment: Permit - AIDS/LifeCycle Bicycle Ride 2022 (12343 : Approve Permit for 2022 AIDS/LifeCycle Bicycle Ride Event)

ALC Day 1 - San Francisco - Santa Cruz



Attachment: Map - AIDS/LifeCycle Bicycle Ride 2022 (12343 : Approve Permit for 2022 AIDS/LifeCycle

ALC Day 2 - Santa Cruz - King City, CA



Attachment: Map - AIDS/LifeCycle Bicycle Ride 2022 (12343 : Approve Permit for 2022 AIDS/LifeCycle

AIDS/LifeCycle 2022
Santa Cruz County Route Cues

AIDS/LifeCycle®
SF TO LA • END AIDS • 545 MILES

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Mile	Dist.	Direction	Route/Street	Route Marking	Special Instructions/Notes	Police / Moto / Sweep / Safety
AIDS/LifeCycle Day 1						
59.10	2.80	X	Ano Nuevo State Reserve	↑		
60.30	1.20	X		↑	Exit San Mateo County / Enter Santa Cruz County.	
60.30	0.00			Advance Route Marking -- see the separate document about signage for Caltrans District 5	Begin CHP Coastal Division END: CalTrans District 4. BEGIN: CalTrans District 5	
61.60	1.30	X	Waddell Beach	↑		
61.70	0.10	X		Caution: Bridge Caution: No Shoulder		
62.00	0.30				Begin Climb	
62.20	0.20				End Climb	
62.70	0.50	X	Swanton Road	↑		
63.10	0.40	R	Into Rest Stop 3 - Greyhound Rock Public Fishing Access 3564 State Highway 1 Davenport, CA 95017	→		
63.10	0.00	R	Out of Rest Stop 3 to return south on CA 1	→	Begin Climb	
66.30	3.20	X		Caution: Bridge Caution: Narrow Shoulder		
66.80	0.50				End Climb	
67.30	0.50				Begin Downhill	
67.60	0.30	X	Swanton Road / Davenport Landing Rd.	↑		
68.00	0.40	X	Davenport Landing	↑		
68.60	0.60					
69.10	0.50	X		Caution: Railroad Crossing. RMCU pick up mats and cones at end of day and take to T2 at camp	Road Manager will place 20 Traffic Cones & mats at location.	Moto Safety Cell Service Resumes
69.30	0.20	X	Ocean Street	↑	Yellow Caution Lights	
69.40	0.10	X	Davenport Ave.	↑		
69.40	0.00				Begin Downhill	
69.60	0.20				End Downhill, Begin Uphill	
70.00	0.40				End Climb	
70.40	0.40	X	Bonny Doon Rd.	↑		
72.10	1.70	X	Laguna	↑		
72.30	0.20	X	Laguna	↑		
72.50	0.20	X	Coast Rd.	↑		
72.80	0.30	X	Coast Rd.	↑		
73.10	0.30	X	Scarconi	↑		Look for new rumble strips on CA-1 South
73.30	0.20	X	Scarconi	↑		Look for new rumble strips on CA-1 South
75.30	2.00	X	Dimeo Lane	↑	(landfill)	Look for new rumble strips on CA-1 South
76.30	1.00	R	Into Rest Stop #4 Wilder Ranch State Park 1401 Coast Rd. Santa Cruz, CA 95060	→	Short Uphill	Look for new rumble strips!
76.30	0.00	R	Out of Rest Stop #4 - Return to Wilder Ranch Entrance	←		
76.60	0.30	R	Onto CA 1	→	Caution: Heavy Traffic	Look for new rumble strips on CA-1 South
77.90	1.30				Enter City of Santa Cruz	Look for new rumble strips on CA-1 South
78.10	0.20	X	Shaffer	↑		Look for new rumble strips on CA-1 South
78.40	0.30	X	Western Dr.	↑	Stoplight	
78.80	0.40	X	Swift	Caution: Heavy Traffic	Stoplight.	
78.90	0.10	X	King	↑		
79.00	0.10	X	Fair	↑		

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Mile	Dist.	Direction	Route/Street	Route Marking	Special Instructions/Notes	Police / Moto / Sweep / Safety
79.10	0.10	X	Miramar	↑	Stoplight	
79.20	0.10	X	Younglove	↑	Straight to continue on Mission	Moto Safety
79.20	0.00	X	Bellevue	↑		
79.30	0.10	X	Dufour	↑		
				→		
79.30	0.00	R	Palm	ARM: place a few extra signs here as this turn comes up quickly and the street sign is hidden a tad		Moto Safety
				←		
79.50	0.20	L	Seaside	Caution: Cross Traffic Does Not Stop.		
79.60	0.10				Caution: Speed Bump	
				←		
79.60	0.00	L	Bay	Caution: Cross Traffic Does Not Stop.		
					Stop Light Dangerous intersection. Begin Bike Lane	Moto Safety
79.80	0.20	X	Mission	Caution: Heavy Traffic		
79.80	0.00	X	Toledo	↑		
79.90	0.10	X	Anita	↑		
80.00	0.10	X	King	↑	Stoplight	
80.00	0.00	X	Anthony	↑		
80.10	0.10	X	Kenneth	↑		
80.20	0.10	R	Escalona	→	End Bike Lane	Moto Safety
80.30	0.10	X	Laurent	↑	4 Way Stop	
80.40	0.10	X	Van Ness	↑		
80.40	0.00	X	Laurel	↑	3 Way Stop	
80.60	0.20	X	Walnut	↑	3 Way Stop	
80.80	0.20	X	Hollywood	↑		
80.90	0.10	X	Peyton	↑	3 Way Stop	
81.00	0.10	X	Kirby	↑		
81.00	0.00	X	Storey	↑	4 Way Stop	
81.10	0.10	X	Jordan	↑		
				←		
81.10	0.00	L	Highland	Caution: Cross Traffic Does Not Stop.	Stop Sign	Moto Safety
81.20	0.10	R	High	→	Stop Sign.	Moto Safety
81.30	0.10	L	to enter Bike Path at end of High.	←	DO NOT CROSS HWY 1 on bike bridge. No Motor Vehicles Allowed.	Sweep: go directly to camp
Sweep Directions around Bike Path at End of High St. - Mile 81.3						
Turn Right onto Highland Turn Right onto Mission. (You cannot go left onto Mission from Highland) Cross all 3 lanes of Traffic, and at next light, make a U-Turn at Union St/King St. to head South on Mission Follow signs for CA 1 South Left onto CA 9-North, River St, Boulder Creek Left at Limekiln St. Continue onto Coral. Cyclists will turn Right onto Coral from Bike Path at Mile 81.5						
		R	Highland	→		
		R	Mission	→		
		U	Union/ King S.	U		
		L	River St.	←		
		L	Limekiln St.	←		
		F	Coral	↑		Stop Sign
81.50	0.20	R	Coral	→	At End of Bike Path	
81.70	0.20	L	Harvey West Blvd	←		
81.80	0.10	X	Sylvania	↑		
82.00	0.20	L	Into Bike Parking - Harvey West Park Ball Field 2	←	Welcome to Camp 1. Remember to Stretch, Hydrate and Eat!	
AIDS/LifeCycle Day 2						
0.00	0.00		START: Harvey West Park, Santa Cruz, CA			
0.00	0.00	R	Bike Parking onto Harvey West Blvd	→		
0.10	0.10	L	Sylvania	←	Stop Sign	
0.30	0.20	R	Encinal	→	Stop Sign	

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Mile	Dist.	Direction	Route/Street	Route Marking	Special Instructions/Notes	Police / Moto / Sweep / Safety
0.40	0.10	X	Limekiln	↑ Caution: Railroad Tracks		
0.50	0.10	X	River Street / CA 9	↑ Caution: Heavy Traffic Begin Bike Path	Stoplight Begin Bike Path Construction: Does not Impact Route	Moto Safety
0.50	0.00		Enter The Tannery Arts Center Parking Lot	↑ Stay to the right on the bike lane.	Advise cyclist that the parking lot is a 'Quiet Zone'	Moto Safety
Directions for Levee Path at mile .5 Instead of going straight into the Tannery parking lot, take a Right onto River Road. Cross CA1. Cross Water Street Immediately after crossing Water street, stay in the Left Lane at the Stop Sign. Do not veer right. Straight at the "Y" to continue on River Street South Continue to Soquel. LEFT on Soquel. Cross Riverside Continue to Ocean. RIGHT on Ocean. Continue to end at Cliff Dr. LEFT on Cliff Dr. Cyclists will enter Cliff Dr. from the right immediately past Jessie at Mile 2.6						
		R	River Road	→		
		Stay Straight	River Road	↑		
		L	Soquel	←		
		R	Ocean	→		
		L	Cliff Dr.	←		
0.60	0.10	R	to enter Santa Cruz Riverwalk	→	CYCLISTS: Share the levee path with other path users.	
0.80	0.20	L	over bridge to stay on Santa Cruz Riverwalk	←		Moto Safety
0.90	0.10	R	to stay on Santa Cruz Riverwalk	→		Moto Safety
1.30	0.40	Keep Right	to stay on Santa Cruz Riverwalk and go under bridge at Water St.	→	New 2022	
1.70	0.40	Keep Right	to stay on Santa Cruz Riverwalk and go under bridge at Soquel Ave. .	→		
1.90	0.20	Keep Right	to stay on San Lorenzo Riverway and go under bridge at Laurel	→		
2.00	0.10	Keep Right	to continue on San Lorenzo Riverway	→		
2.10	0.10	Keep Right	to stay on San Lorenzo Riverway and go under bridge at Riverside	→	End New 2022	
2.20	0.10			Caution: Stay to Right		
2.40	0.20	Exit Left	Onto path across from Jessie Street	→		Moto Safety
2.40	0.00	R	E. Cliff Drive	Caution: No Shoulder	uphill	
2.50	0.10	X	Buena Vista	↑		
2.60	0.10	X	Hiawatha	↑		
2.60	0.00	Straight	to Continue on Murray Street		end climb, Bike Path joins with road	
2.60	0.00	X	E. Cliff Drive	↑		
2.70	0.10	X	Alhambra	↑		
2.70	0.00	X	Pilkington	↑	begin Bike Lane	
2.80	0.10	X	Brook	↑		
2.80	0.00	X	Mott	↑		
2.90	0.10	X	Seabright		Stoplight	
3.20	0.30	X		Caution: Bridge		
3.20	0.00		Name changes to Eaton St.	↑	After Bridge Exit City of Santa Cruz / Enter Twin Lakes	
3.20	0.00	X	Lake	↑		
3.30	0.10	X	Alta Lona	↑		

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AIDS/LifeCycle 2022

Santa Cruz County Route Cues

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Mile	Dist.	Direction	Route/Street	Route Marking	Special Instructions/Notes	Police / Moto / Sweep / Safety
3.40	0.10	X	6th	↑		
3.40	0.00	R	7th Ave	→	Stoplight	Moto Safety
3.50	0.10	X	Dolores	↑		
3.60	0.10	X	Carmel	↑		
3.70	0.10	X	Bonnie	↑		
3.70	0.00	L	East Cliff Drive	←	3 way stop	Moto
3.80	0.10	X	Beach	↑	Cars merging from Right	
4.00	0.20	X	Prospect	↑	Begin short uphill	
4.10	0.10	X	12th Ave	↑		
4.20	0.10	X	13th Ave	↑		
4.20	0.00	X	14th Ave	↑		
4.30	0.10	X	15th Ave	↑		
4.40	0.10	X	Black Point Ave	↑		
4.40	0.00	X	16th Ave	↑		
4.50	0.10	X	17th Ave	↑	Stoplight; Name Changes to Portola Drive	
4.60	0.10	X	18th Ave	↑		
4.60	0.00	X	19th Ave	↑		
4.60	0.00	X	20th Ave	↑		
4.60	0.00	X	21st Ave	↑		
4.70	0.10	X	Clearwater	↑		
4.80	0.10	X	Corcoran	↑		
4.90	0.10	X	24th Ave	↑	Exit Twin Lakes	
5.20	0.30	X	26th Ave	↑		
5.30	0.10	X	30th Ave	↑	3-way stop	
5.30	0.00	X	30th Ave	↑		
5.30	0.00	X	32nd Ave	↑		
5.50	0.20	X	35th Ave	↑		
5.50	0.00	X	36th Ave	↑		
5.60	0.10	X	37th Ave	↑		
5.60	0.00	X	38th Ave	↑		
5.80	0.20	X	41st Ave	↑	4-way stop	
5.90	0.10	X	Adrienne Way	↑		
6.10	0.20	X	Laurel	↑		
6.20	0.10		From East Cliff Drive Nova	↑		
6.30	0.10	X	47th Ave	↑	Enter City of Capitola	
6.50	0.20	X	Opal Cliff Drive	↑	3-way stop (descent)	Safety Team - Assist w/ Cyclist Speed through Capitola Caution: Cyclists Slow Down, Make complete stop at intersection
6.50	0.00		Continue onto Cliff Drive	↑		
6.60	0.10	X	Wharf Rd	↑	4-way stop	
6.70	0.10	X		↑	Bridge	
6.70	0.00		Continue onto Stockton Ave	↑	Name changes to Stockton Ave	
6.70	0.00	X	Esplanade	↑		
6.80	0.10	R	Capitola Ave	→		Moto Safety Can park bikes on side walk or in nearby parking lot Direct cyclists through downtown Capitola Caution: No Bike Lane
6.80	0.00	X	San Jose	↑	4-way stop	
6.80	0.00	L	Monterey	←		Moto Safety
6.90	0.10	X	El Camino Medio	↑	4-way stop	
7.00	0.10	X	Fanmar	↑	begin short climb	
7.00	0.00	X	Escalona	↑		
7.00	0.00	R	Park Ave	→	cross over Railroad Tracks	
7.20	0.20	X	Washburn	↑		
7.40	0.20	X	Wesley	↑		
7.50	0.10	X	Cabrillo	↑		
7.70	0.20	X	Coronado	↑	Stop Sign	
7.90	0.20	R	McGregor/ Kennedy	→	Stop Sign	
8.50	0.35				Exit City of Capitola / Enter Aptos	

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AIDS/LifeCycle 2022

Santa Cruz County Route Cues

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Mile	Dist.	Direction	Route/Street	Route Marking	Special Instructions/Notes	Police / Moto / Sweep / Safety
8.50	0.60	X	New Brighton Rd	↑		
8.90	0.40	X	Estates	↑		
9.10	0.20	X	Margaret	↑		
9.20	0.10	X	Mar Vista Dr	↑	Stop Sign	
9.30	0.10	X	Perch Way	↑	3-way stop. Cyclist Stop Ahead	
9.60	0.30	X	Canterbury	↑		
9.70	0.10	L	Sea Ridge Road	←		
9.70	0.00	R	State Park Drive	→		
9.70	0.00	X		Caution: railroad tracks		
9.80	0.10	L	Center / Sea Cliff	←		
9.80	0.00	X	Broadway	↑	4- way stop	
9.90	0.10	X	East	↑		
10.00	0.10	X	Santa Clara	3-way stop		
10.10	0.10	X	El Camino del Mar	↑		
10.10	0.00	X	North Ave	↑		
10.20	0.10	X	Sea Terrace	↑	Name Changes to Seacliff Drive	
10.20	0.00			↑	4-way stop	
10.30	0.10			Caution: (HAIRPIN TURN)	(begin descent)	
10.30	0.00	R	Spreckels	→		
10.40	0.10	X	Forest	↑	3-way stop Exit Aptos / Enter Rio Del Mar	
10.40	0.00	X	Moosehead	↑		
10.40	0.00	Bear R	Treasure Island Dr	↗		
10.60	0.20	X	Winfield	↑	3-way stop	
10.60	0.00	Slight R	Aptos Beach	↗		
10.60	0.00	X	Bennett	↑	(Name Changes to Aptos Beach Drive)	
10.60	0.00	X	Hainline	↑		
10.70	0.10	X	Stephen	↑		
10.70	0.00	X	Marina	↑		
10.70	0.00	X	Enter Traffic Circle to Exit Traffic Circle onto Rio Del Mar Blvd	↑		Moto
10.70	0.00	L		←	Traffic Circle begin short steep climb (please put on cyclists cues)	
11.00	0.30	X	Cliff Ct	↑		
11.00	0.00	X	Cliff Dr	↑		
11.10	0.10	X	Burnham	↑		
11.10	0.00	X	Highland	↑		
11.20	0.10	X	Claudius	↑	end climb	
11.30	0.10	X	Martin	↑		
11.30	0.00	X	Townsend/Aptos Beach Rd	↑		
11.40	0.10	R	Sumner	→	cross bridge	
11.70	0.30	X	Arthur Ave	↑		
11.80	0.10	X	Doris Ave	↑		
12.10	0.30	X	Los Altos/Dry Creek	↑		
12.60	0.50	X	Clubhouse Dr.	↑	4-way stop	
12.90	0.30	X	Dolphin	↑		Advanced Road Manager: Large hole in road just after stop sign, place a cone on the hole
13.10	0.20	L	Seascape Blvd	←	Exit Rio Del Mar	
13.20	0.10	X	Raquet Landing	↑		
13.20	0.00	X	Falmouth	↑		
13.30	0.10	X	Tiburon Court	↑	3-way stop	
13.40	0.10	X	Vineyard Ct	↑	4-way stop ; shopping center on NE corner	
13.40	0.00	X	Hyannis	↑		
13.50	0.10	X	Bar Harbor	↑		
13.60	0.10	X	Dolphin	↑	Stop Sign	
13.80	0.20	X	Via Pacifica	↑		
13.90	0.10	R	San Andreas	→	(downhill)	
14.60	0.70	X	Margarita	↑	4-way stop	New 2022: Construction on approach to 4 way stop. CAUTION road becomes one lane.

Attachment: Map - AIDS/LifeCycle Bicycle Ride 2022 (12343 : Approve Permit for 2022 AIDS/LifeCycle Bicycle Ride Event)

AIDS/LifeCycle 2022

Santa Cruz County Route Cues

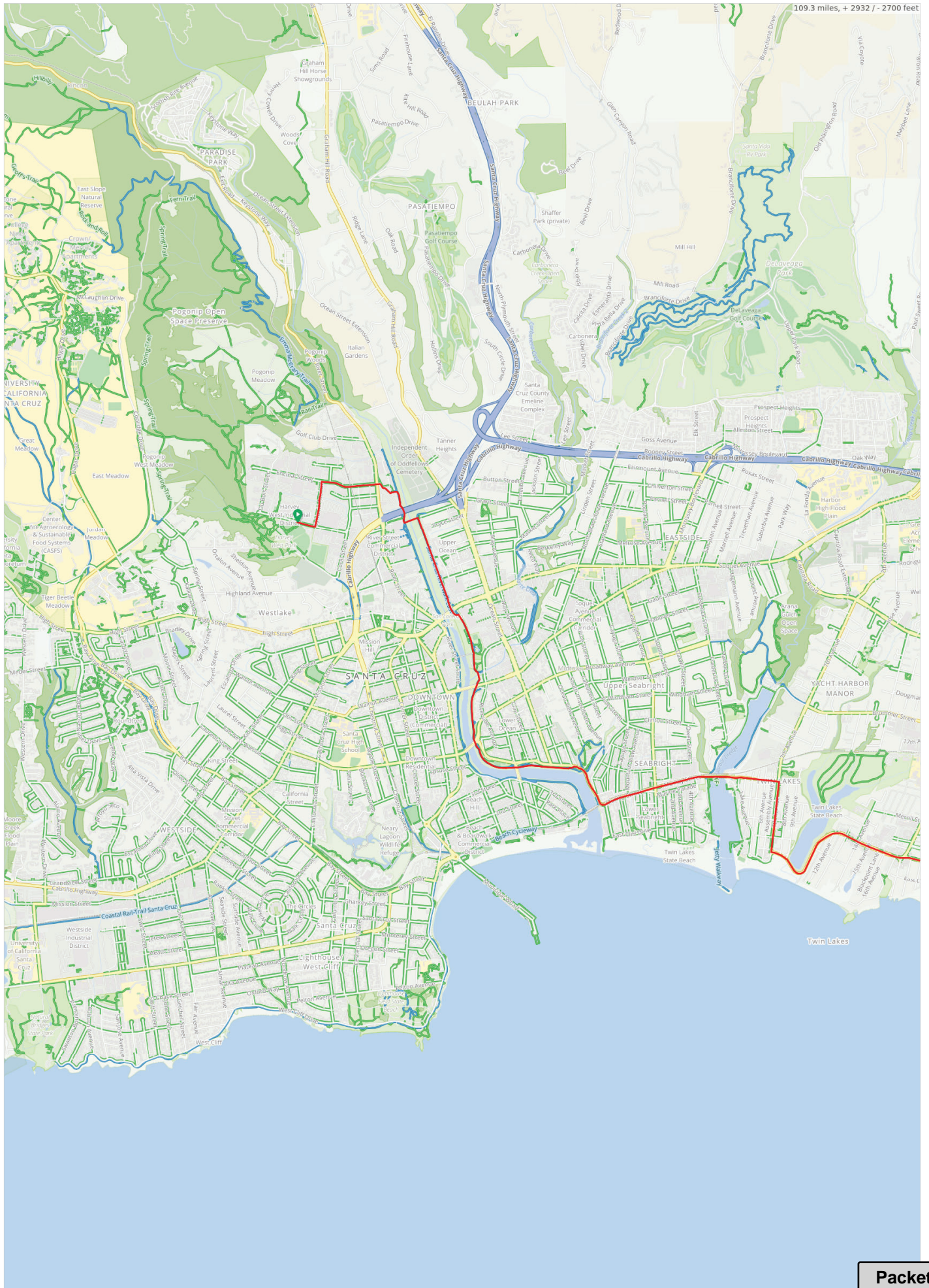
AIDS/LifeCycle®

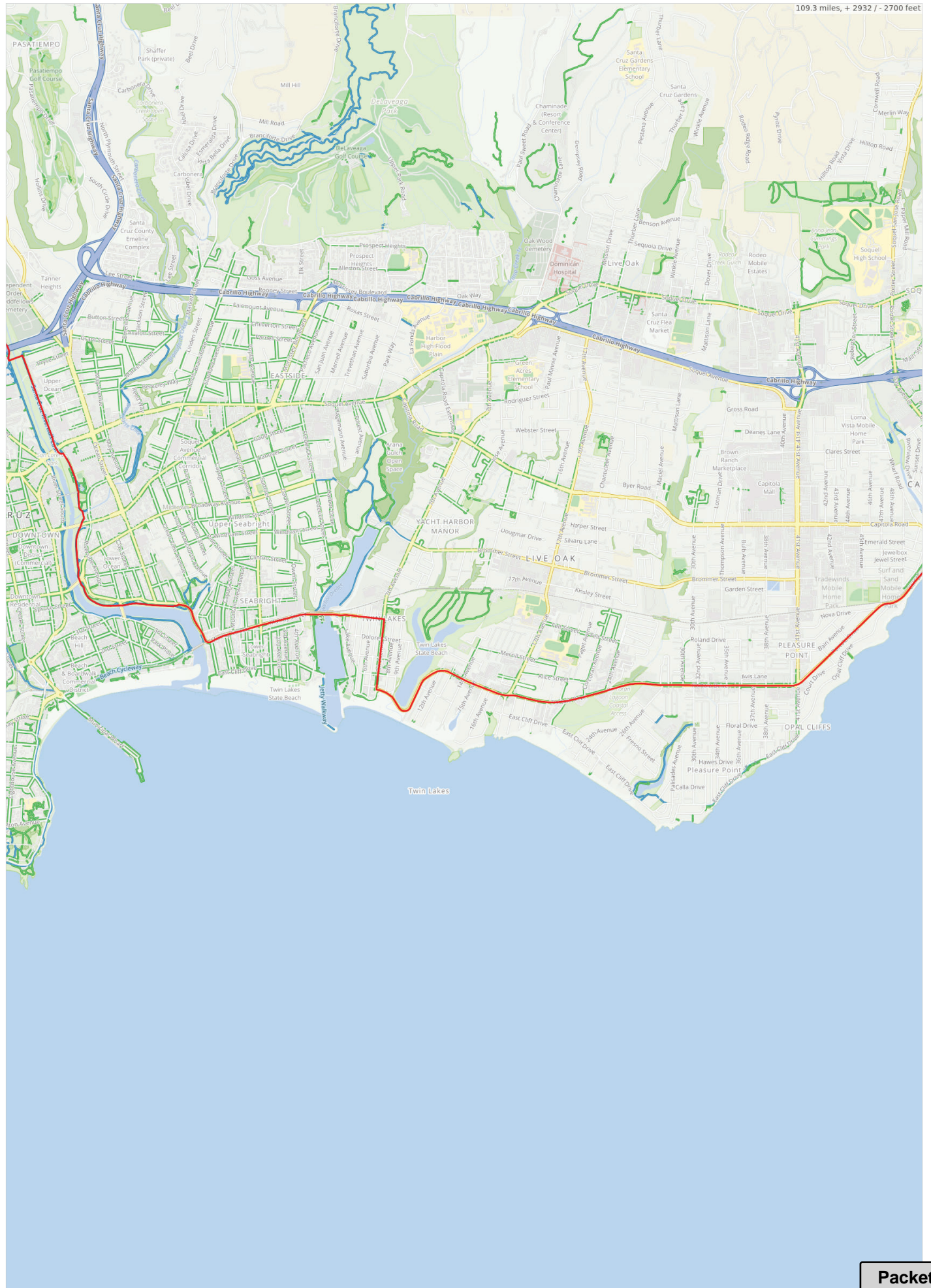
SF TO LA • END AIDS • 545 MILES

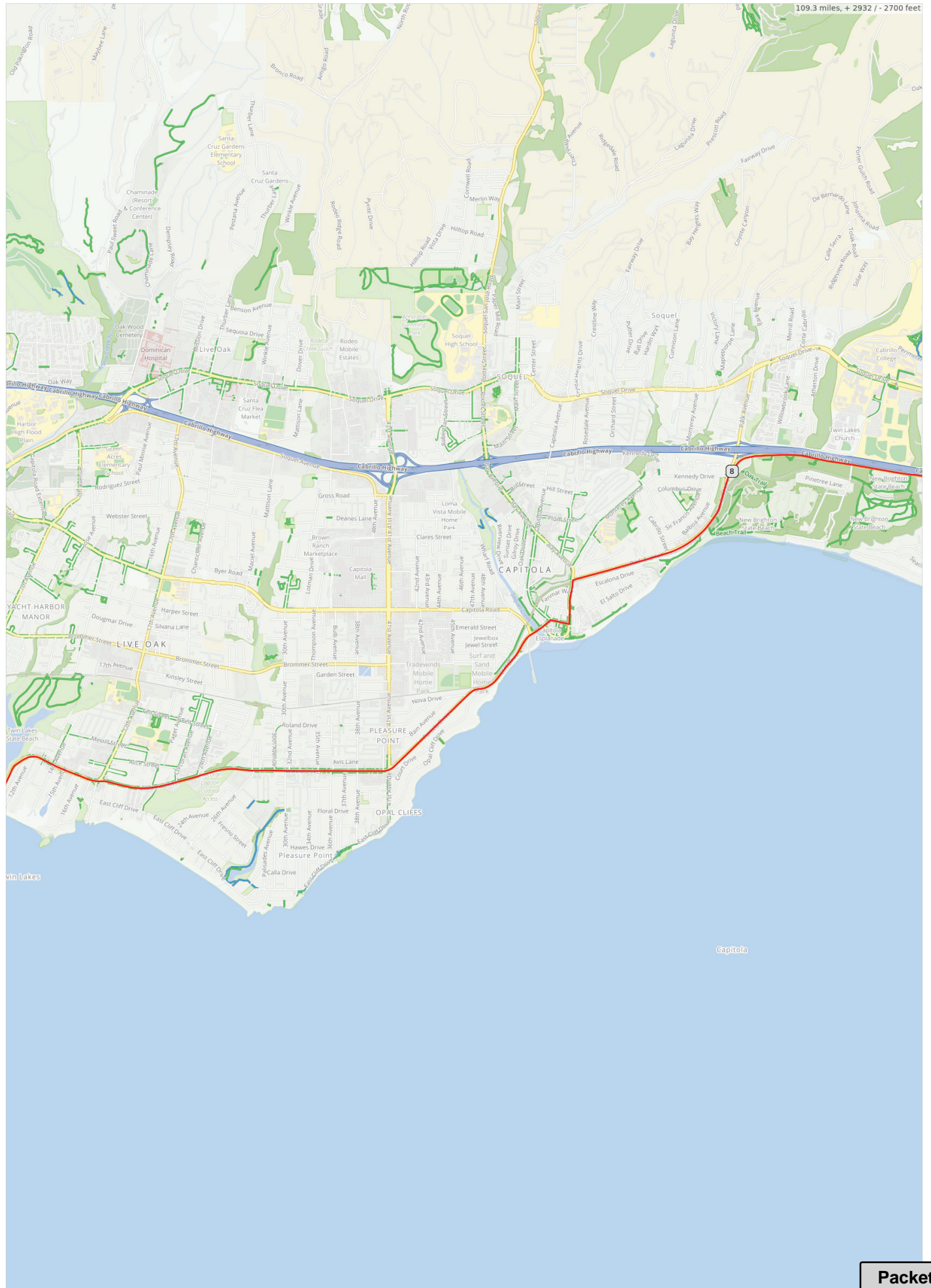
The State of California cannot confirm that this route meets all of the criteria set forth in Section 1000 of the State's Highway Design Manual. It is the responsibility of the event organizer to inform orally and in writing each participant to ride with caution.

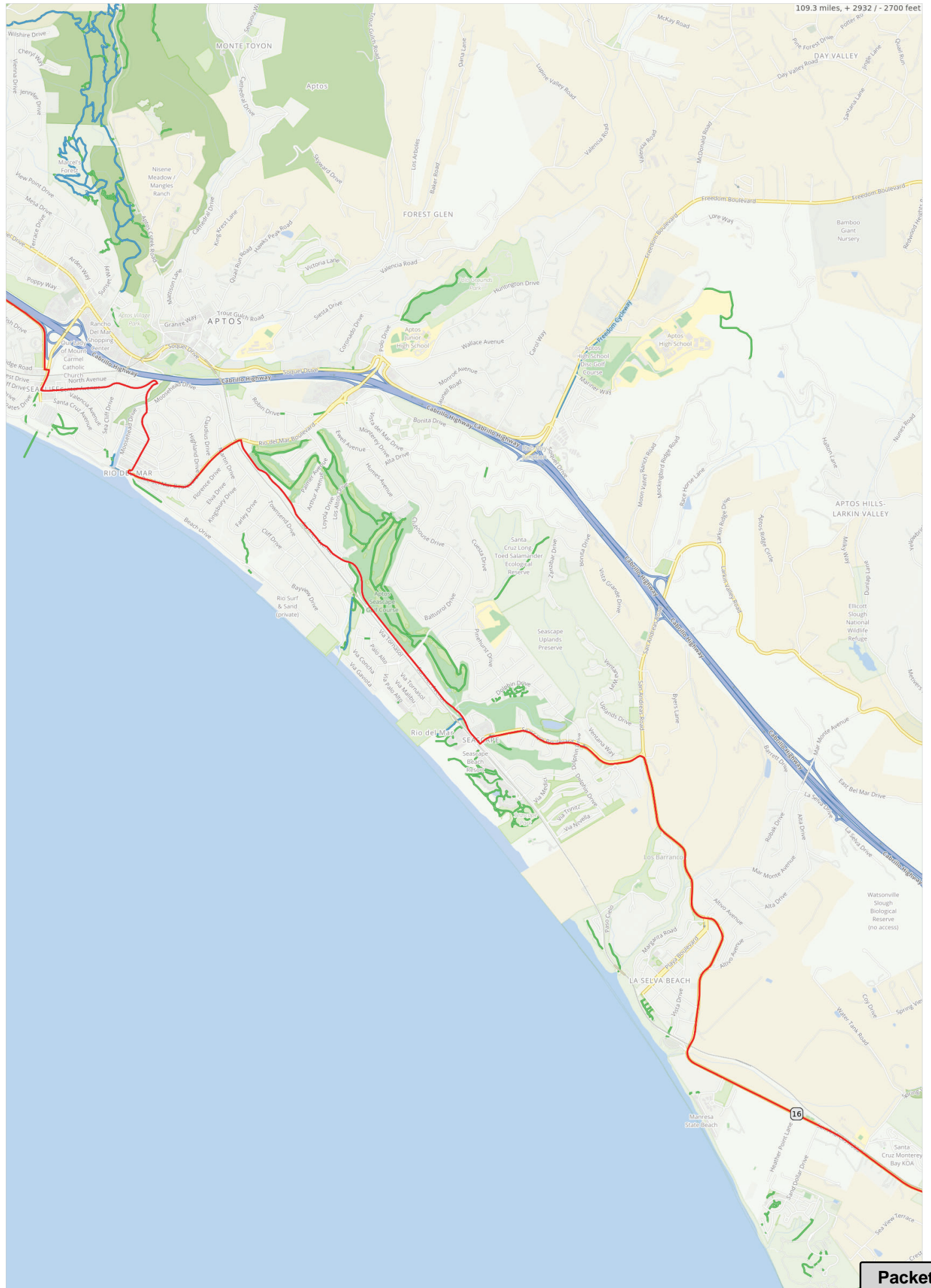
Mile	Dist.	Direction	Route/Street	Route Marking	Special Instructions/Notes	Police / Moto / Sweep / Safety
14.70	0.10			↑	Begin Climb	
14.70	0.00	X	Mar Monte / Playa Blvd	↑	4-way stop; Begin Bike Lane; End Climb	
15.00	0.30	X	Altivo	↑	Begin Climb	
15.00	0.00	X	Verdosa	↑		
15.20	0.20	X	Estrella	↑	End Climb	
15.40	0.20	X	Manresa State Beach	↑	ARM: Place a forward arrow here so cyclists do not turn into the old RS1 location.	No Longer a Rest Stop Location - continue to new location at Monterey Bay Academy
15.50	0.10	X	Oceanview Dr.	↑		
16.00	0.50	X	Heather Point Lane	↑		
16.10	0.10	X	Sand Dollar	↑	Begin Climb	
16.40	0.30	X	Spring Valley	↑	End Climb	
16.90	0.50	X	Peaceful Valley	↑		
16.90	0.00	X	Peaceful Valley	↑		
17.00	0.10	X	Crest	↑		
17.20	0.20	X	Buena Vista	↑		
17.40	0.20	X	Zils Rd	↑	County Recycling + Disposal Site; Begin Climb	New 2022: CAUTION steal plate on shoulder. Advance Route Manager place cone.
17.60	0.20	X		↑	End Climb	
17.90	0.10	R	McQuaide Dr.	→	Begin Downhill	Caution: Speed bumps on downhill
18.40	0.50	R	Onto Monterey Dr. into Rest Stop 1: Monterey Bay Academy 783 San Andreas Rd, La Selva Beach, CA 95076	→		New in 2019
18.40	0.00	L	Out of Rest Stop 1: Monterey Bay Academy to McQuaide Dr.	←	Begin Climb	New in 2019
18.90	0.50	R	San Andreas Rd.	→	End Climb	
19.80	0.90	X	Sunset Beach	↑	Caution: Bridge, Rough Road, Road becomes McGowan.	
21.80	2.00	L	W. Beach	←	Caution: Cross Traffic Does Not Stop	Moto
22.00	0.20	R	Thurwachter Rd	→	Follow Bike Path Sign Continue Rough Road. Exit Santa Cruz County / Enter Monterey County (not marked)	Route Marking: DO NOT post any orange rectangle warning signs within Monterey County

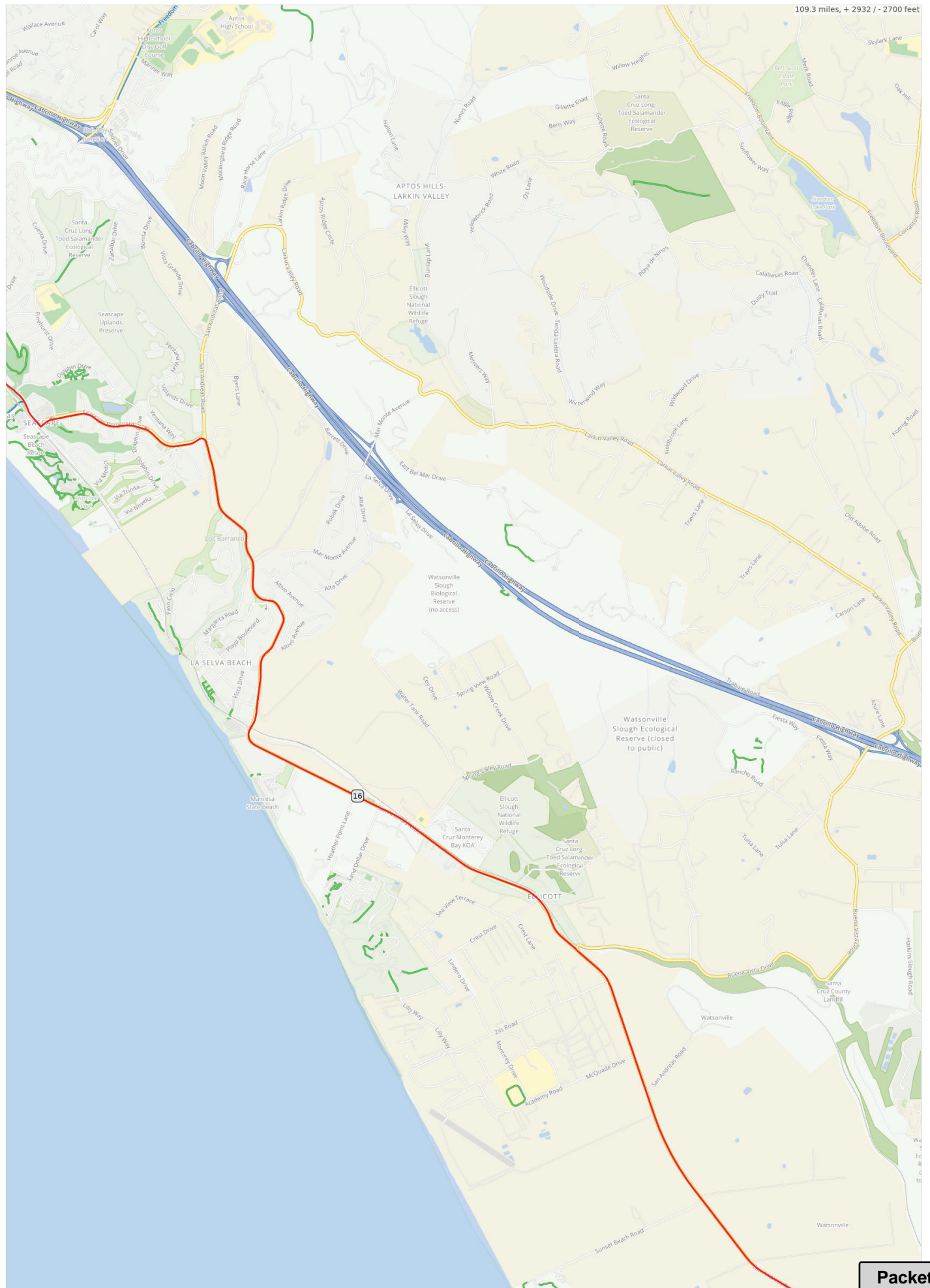
Attachment: Map - AIDS/LifeCycle Bicycle Ride 2022 (12343 : Approve Permit for 2022 AIDS/LifeCycle Bicycle Ride Event)



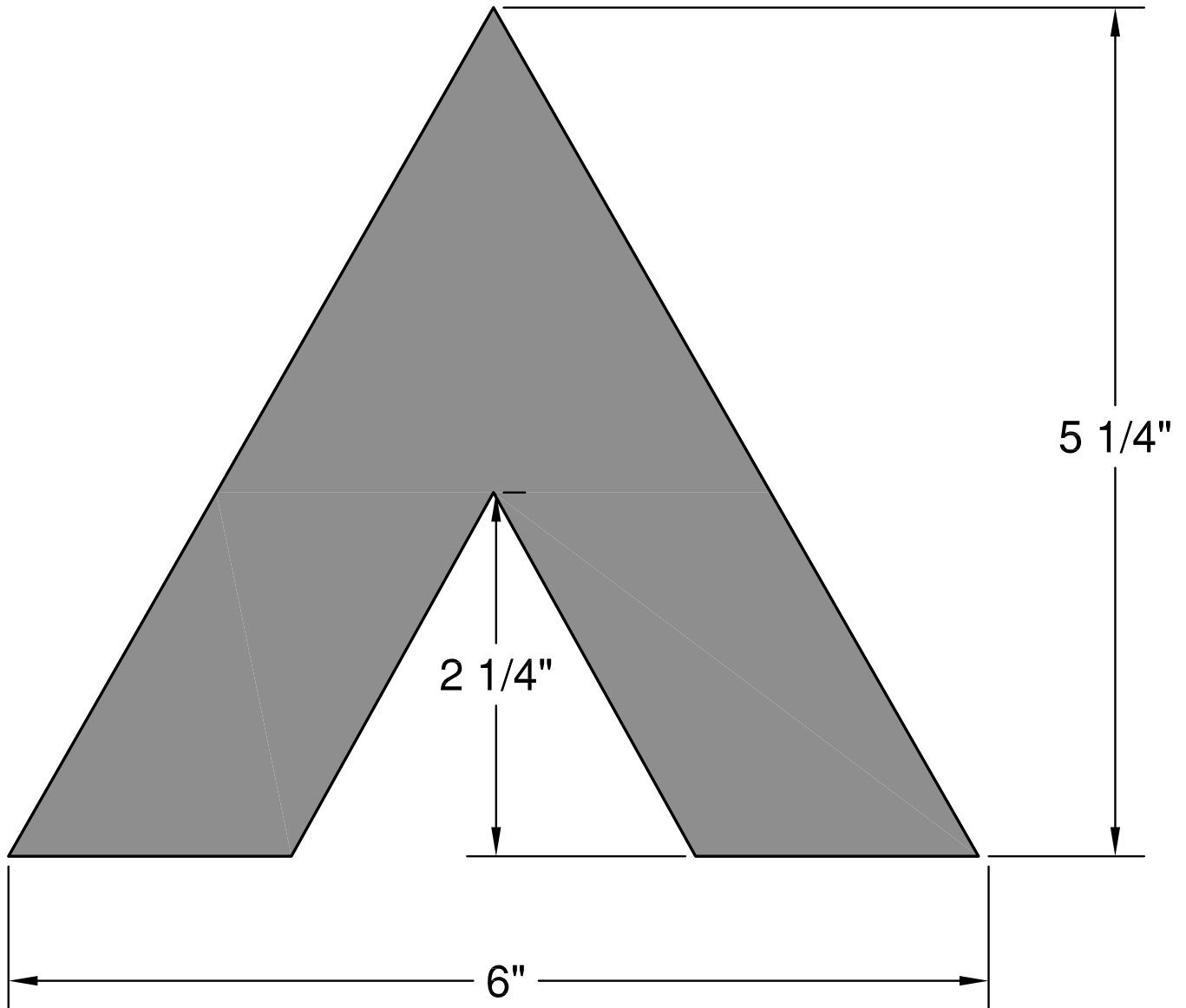








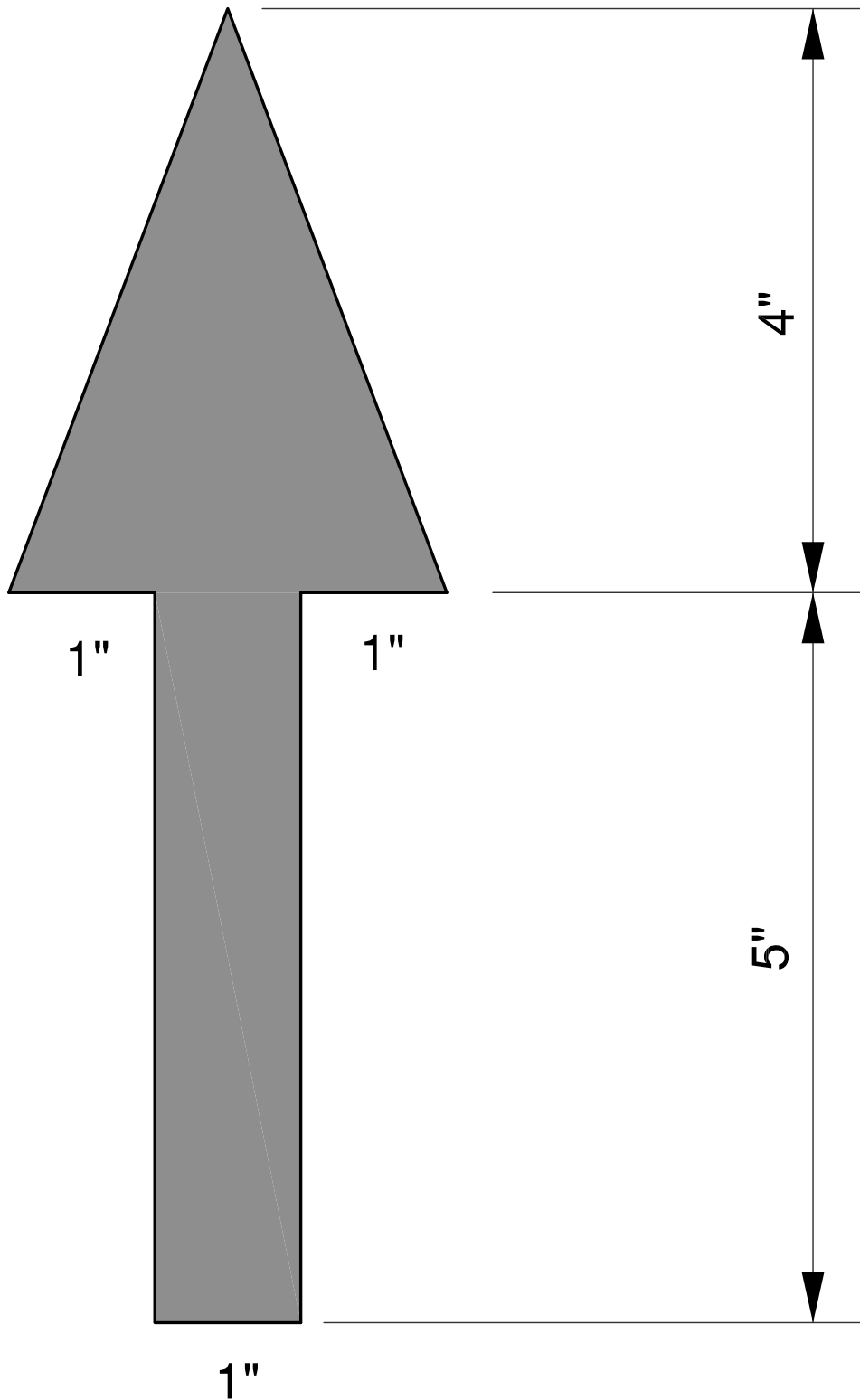




 AERVOE MARKING CHALK (ANY COLOR)
OR APPROVED EQUAL

ALTERNATE "A" DIRECTIONAL PAVEMENT MARKING DETAIL

Attachment: Bicycle Ride Directional Pavement Marking Detail (12343 : Approve Permit for 2022 AIDS/LifeCycle Bicycle Ride Event)



AERVOE MARKING CHALK (ANY COLOR)
OR APPROVED EQUAL

ALTERNATE "B" DIRECTIONAL PAVEMENT MARKING DETAIL

Attachment: Bicycle Ride Directional Pavement Marking Detail (12343 : Approve Permit for 2022 AIDS/LifeCycle Bicycle Ride Event)



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: DPW: Road Operations
(831) 454-2160

Subject: Approve Permit for 2022 50th Annual Wharf to Wharf Event

Meeting Date: April 12, 2022

Recommended Actions

- 1) Approve the road closures for the 50th Annual Wharf to Wharf Race, subject to conditions on the race permit; and
- 2) Direct Community Development and Infrastructure to issue the event permit upon receipt of the \$559 recurring Minor Event processing fee.

Executive Summary

An event permit for the Wharf to Wharf Race on Sunday, July 24, 2022, has been requested.

Background

Wharf to Wharf Race, Inc., has requested a permit to hold its 50th Annual Wharf to Wharf Race from Santa Cruz to Capitola on Sunday July 24, 2022.

Analysis

The race will begin in the City of Santa Cruz and end in the City of Capitola. (See attached map). As in the past, the popularity of this event makes it necessary that the entire roadway be used for the race. The California Highway Patrol, Sheriff's Office, Santa Cruz Police, Capitola Police, Race Committee, and our department have agreed that the only safe way to hold this event is to again close the roads along the race route. The roads to be closed from 6:00 a.m. to 12:00 p.m. in our jurisdiction are Eaton Street, Lake Avenue, Fifth Avenue, portions of East Cliff Drive, 41st Avenue (East Cliff Drive to Opal Cliff Drive), and Opal Cliff Drive.

Financial Impact

Issuance of an encroachment permit for \$559 which offsets costs of staff to prepare and issue the required documentation.

Strategic Plan Elements

- 1.A (Comprehensive Health & Safety: Health Equity)
- 4.A (Sustainable Environment: Outdoor Experience)
- 5.B (Dynamic Economy: Community Vitality)

This item ties to three areas of the strategic plan in that the race promotes a healthy and dynamic community, while also allowing participants and visitors to experience the outdoors.

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Permit - Wharf to Wharf Race 2022
- b Map - Wharf to Wharf Race 2022



County of Santa Cruz

DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE

701 OCEAN STREET, FOURTH FLOOR, SANTA CRUZ, CA 95060-4070
 Planning (831) 454-2580 Public Works (831) 454-2160

Matt Machado, Deputy CAO, Director of Community Development and Infrastructure

Carolyn Burke <i>Assistant Director</i> <i>Unified Permit Center</i>	Stephanie Hansen <i>Assistant Director</i> <i>Housing & Policy</i>	Kent Edler <i>Assistant Director</i> <i>Special Services</i>	Steve Wiesner <i>Assistant Director</i> <i>Transportation</i>	Travis Cary <i>Director</i> <i>Capital Projects</i>	Kim Moore <i>Assistant Director</i> <i>Administration</i>
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SCOTT MCCONVILLE, RACE DIRECTOR

2500 Rosedale Avenue
 Soquel, CA 90573

SUBJECT: FIFTIETH ANNUAL WHARF TO WHARF RACE PERMIT

Dear Mr. McConville:

Pursuant to the Santa Cruz County Board of Supervisors' action dated April 12, 2022, permission to hold the 50th Annual Wharf to Wharf Foot Race in the unincorporated area of the County between Santa Cruz and Capitola on Sunday, July 24, 2022, is granted with the following conditions:

RESPONSIBILITY OF PERMITTEE

- Race shall form in the City of Santa Cruz and begin at 8:30 a.m. and end by 12:00 p.m.. Road closures will begin at 7:30 a.m and all roads will be open by 10:30 a.m.. The route in the unincorporated area of the County shall be from the Santa Cruz City limits on Eaton Street to Lake Avenue to Fifth Avenue to East Cliff Drive to Forty-First Avenue to Opal Cliff Drive to the City limits of Capitola (see attached maps).
- Race sponsors shall obtain separate permits for the portions of the race within Santa Cruz and Capitola City limits.
- The PERMITTEE shall provide for wheelchair participants in the race.
- The PERMITTEE shall provide a vehicle that can pick up any runner or wheelchair participant who is required to drop out of the race. The vehicle shall be clearly identified as a Wharf to Wharf Race vehicle.
- The PERMITTEE shall furnish at its own expense all personnel, barricades, cones and incidentals to comply with all permit conditions.
- Immediately following the race, a clean-up shall be made of the race route. The Wharf to Wharf clean-up crew shall be positioned in front of the marked California Highway Patrol tail car.

Attachment: Permit - Wharf to Wharf Race 2022 (12367 : Approve Permit for 2022 50th Annual Wharf to Wharf Event)

SCOTT MCCONVILLE, RACE DIRECTOR

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7. Widespread disregard of the permit conditions will result in the disapproval of future Wharf to Wharf races.
8. The PERMITTEE shall exonerate, indemnify, defend, and hold harmless the County of Santa Cruz, including without limitation, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which the County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the 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 the County of Santa Cruz and third persons.
9. The PERMITTEE, 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 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 excess of the PERMITTEE insurance coverage and shall not contribute to it.
 - a. Automobile Liability Insurance for each vehicle used in the performance of this Permit, including owned, non-owned (e.g. owned by the PERMITTEE employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - b. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
10. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under permit with the County of Santa Cruz."
11. All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Department of Community Development and Infrastructure, Road Operations, Senior Civil Engineer, 701 Ocean Street, Room 410, Santa Cruz, CA 95060"
12. The PERMITTEE agrees to provide its insurance broker(s) with a full copy of these insurance provisions.

SCOTT MCCONVILLE, RACE DIRECTOR

Page -3-

13. A CERTIFICATE OF INSURANCE(S) MUST BE FILED WITH THE DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT OR THIS PERMIT WILL BE CANCELED. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Department of Community Development and Infrastructure, Road Operations, Senior Civil Engineer, 701 Ocean Street, Room 410, Santa Cruz, CA 95060.
14. A critique shall be held on August 24, 2022, at 10:00 a.m. at the Department of Community Development and Infrastructure offices with the PERMITTEE representatives. The PERMITTEE shall arrange for representatives from the California Highway Patrol and the Santa Cruz County Sheriff's Office to attend, as well as other interested parties to discuss recommendations or required changes as determined.

TRAFFIC CONTROL

1. The PERMITTEE shall provide verification that they have met with the California Highway Patrol and Santa Cruz County Sheriff's Office to coordinate final traffic control plans and enforcement. The PERMITTEE shall also provide verification that each agency has been supplied with an event route map. Verification shall be provided to the County of Santa Cruz no later than 30 days prior to the event.
2. Uniformed police officers for traffic control shall be provided at the following locations:
 - a. Eaton Street and Lake Avenue to hold traffic on Eaton Street until all runners have passed the intersection.
 - b. Seventh Avenue and Eaton Street to prevent traffic from turning onto Eaton Street and to assist with holding of traffic on Seventh Avenue until all runners have passed the intersection of Seventh Avenue and East Cliff Drive.
 - c. Fifth Avenue and East Cliff Drive to hold traffic in the harbor parking lot until all runners have passed the intersection.
 - d. Seventh Avenue and East Cliff Drive to hold traffic until all runners have passed the intersection.
 - e. Two officers at Portola Drive and Seventeenth Avenue to detour traffic onto Seventeenth Avenue until all runners have passed the intersection.
 - f. Portola Drive and Forty-first Avenue to prevent traffic from using Forty-first Avenue between Portola Drive and Opal Cliff Drive until all runners have passed the intersection of Forty-first Avenue and Opal Cliff Drive.
3. Signs shall be placed at the beginning of all cross streets which intersect the race route indicating that the road is closed at the race route, including entrances to mobile home parks.

SCOTT MCCONVILLE, RACE DIRECTOR

Page -4-

4. Provide sufficient traffic cones, barricades, barriers and signs as necessary to provide all road, lane, and parking lane closures which will safely detour traffic. Placing of all traffic control devices to be at the direction and approval of the California Highway Patrol.
5. Access shall be provided to emergency vehicles at all times.

THE CALIFORNIA HIGHWAY PATROL WILL PROVIDE:

1. One unit to monitor the race between Portola Drive and East Cliff Drive, and Portola Drive and Opal Cliff Drive.
2. One unit to monitor the race between Portola Drive and Lake Avenue.
3. One Sergeant to provide overall coordination between the California Highway Patrol units and Santa Cruz and Capitola Police Department units.
4. Provide instructions to the uniformed officers who will be on fixed post at the four intersections outlined in Traffic Control, 2. a. through f.

TRAFFIC CONTROL/MONITORS

1. Each monitor shall be clearly identifiable to the participants through use of arm bands, T-shirts, etc.
2. Monitors shall be positioned at each intersection entrance along the entire race course to prevent vehicle traffic from turning into the race course. Also, to maintain control of race participants and spectators.
3. Each exit from the East Cliff Village Shopping Center onto East Cliff Drive shall have monitors or be barricaded to prevent traffic from turning onto East Cliff Drive. If barricades are utilized, at least one monitor will be provided to assure the barricades remain in place until all runners have passed.
4. Monitors shall be instructed by the race sponsors in the following:
 - a. Assure that all spectators remain off the roadway and refrain from interfering with race participants or emergency vehicles.
 - b. Assure that vehicle traffic desiring to cross the race course be allowed to do so whenever it will not interfere with race participants.
5. Monitors shall be placed at intervals to be determined by the PERMITTEE along Portola Drive to prevent cross traffic from entering closed course.

SCOTT MCCONVILLE, RACE DIRECTOR

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RACE PARTICIPANTS

1. Each race participant must be advised and agree to the following:
 - a. Certain obstacles exist along the roadways which could cause injury to runners. Attention is hereby directed to the many sign posts, utilities, curbs, medians, guardrails, retaining walls, pavement markings, delineators, barricades, road bumps, etc.
 - b. Drop out of the race when the officer trailing the race determines that the participant has failed to maintain a minimum 15 minute per mile pace.
 - c. If directed to drop out of the race, the participant must thereafter obey all the rules applicable to pedestrians.
2. Advise all participants that runners reported (to race officials by enforcement officers or monitors) as being in violation of permit conditions will be automatically disqualified, and could result in enforcement action against the runner.

NOTIFICATION

1. A Public Notice shall be placed in a newspaper of general circulation giving the time, date, and name of road closures.
2. All local emergency services and the Metropolitan Transit District are to be notified by the race committee of the race and the street closures.
3. All affected businesses and residents living adjacent to or on the ocean side of the race route shall be given written notice of the time, date, and name of the street closures three or four weeks prior to the event and a second notice one week prior to the event.
4. Construction type warning signs shall be posted a minimum of five (5) days prior to the race day at key intersections as a further aid in notifying residents and motorists of street closures. The positioning of these warning signs shall not block safe sight distance nor access for vehicles, bicycles, and pedestrians.

COVID-19 SAFETY

1. PERMITTEE shall comply with all Federal, State, and local Covid-19 guidelines.
2. It is the responsibility of the PERMITTEE to track and comply with all changes in Covid-19 rules and guidelines.
3. If the event is not allowed under Federal, State or Local guidelines in effect at the time of the event, then the permit shall be void, the event shall not be held, and no refund of the event processing fee will be given.

SCOTT MCCONVILLE, RACE DIRECTOR

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Please sign below and return the original of this letter to our office.

Yours truly,

Matt Machado
Deputy CAO, Director of Community
Development and Infrastructure

MM:SBW:CRC:LKG

Attachments:
Maps

The terms and conditions of this permit are understood, and we agree to comply with all conditions.

DATE: _____

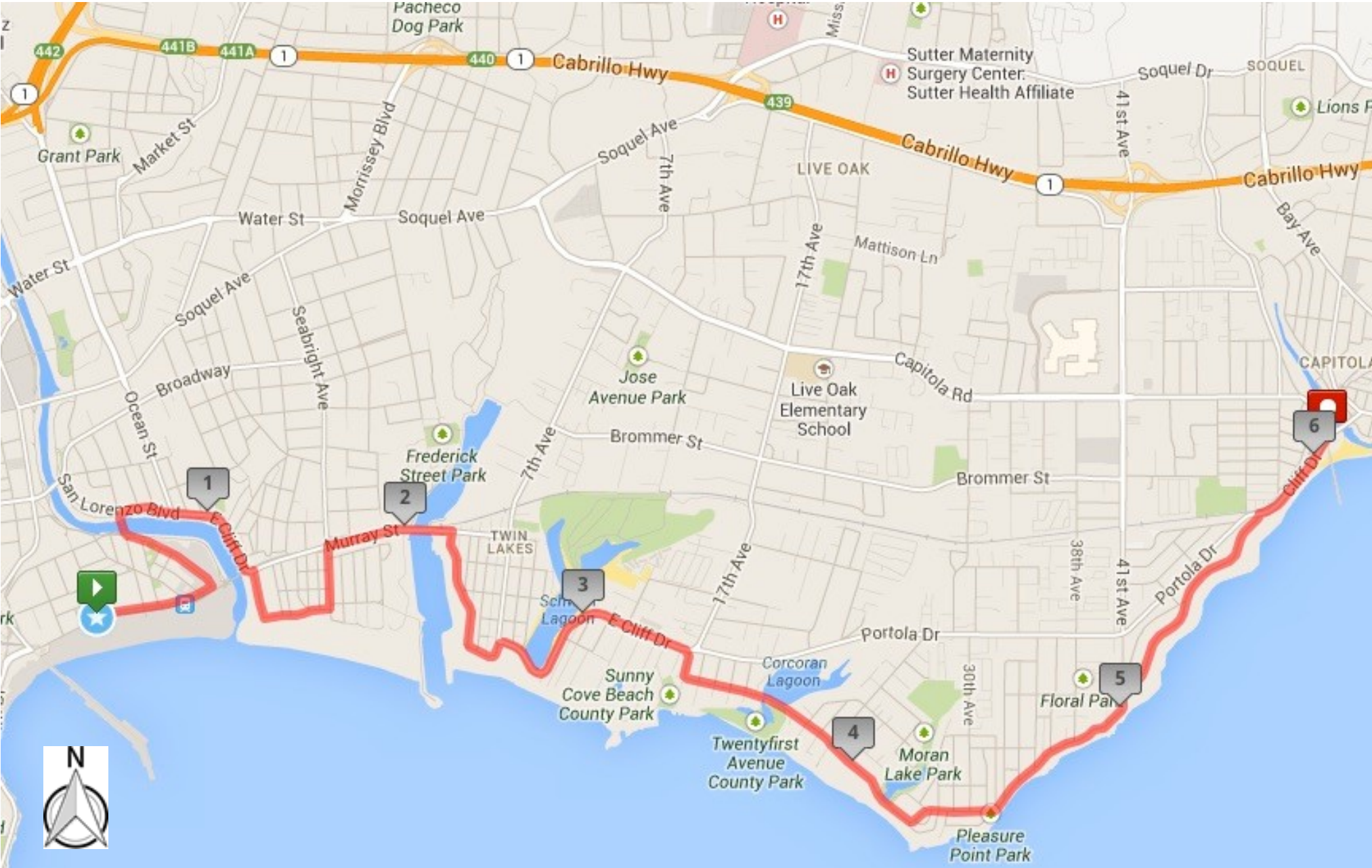
PERMITTEE

By: _____

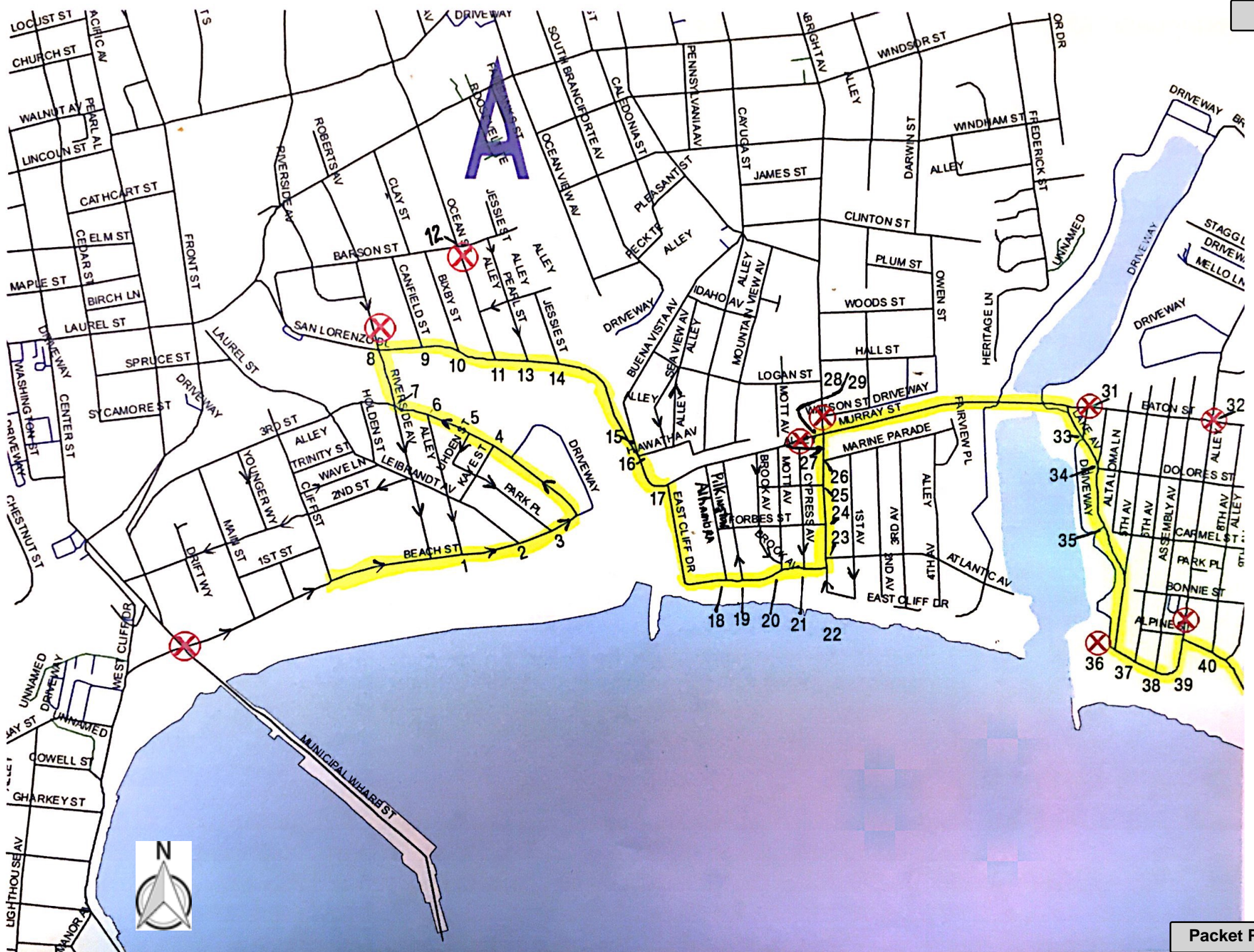
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Attachment: Permit - Wharf to Wharf Race 2022 (12367 : Approve Permit for 2022 50th Annual Wharf to Wharf Event)

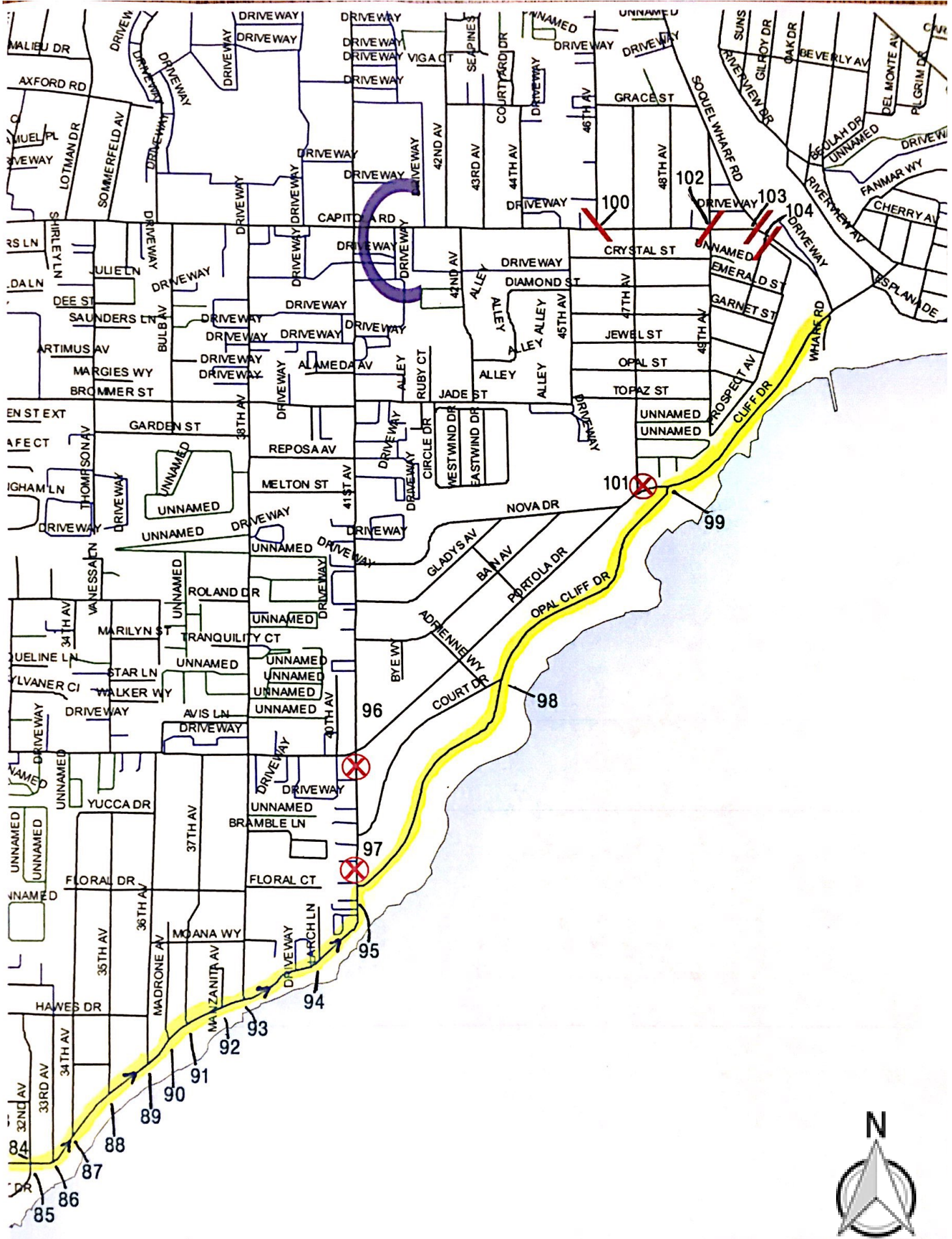
2022 Wharf to Wharf



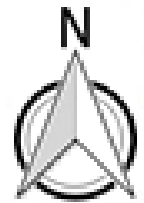
Attachment: Map - Wharf to Wharf Race 2022 (12367 : Approve Permit for 2022 50th Annual Wharf to



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Attachment: Map - Wharf to Wharf Race 2022 (12367 : Approve Permit for 2022 50th Annual Wharf to Wharf Event)





**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: DPW Flood Control and Water Conservation District
831-454-2160

Subject: Amendment to Joint Exercise of Powers Agreement

Meeting Date: April 12, 2022

Recommended Action(s):

Adopt resolution authorizing the execution and delivery of a First Amendment to Joint Exercise of Powers Agreement to expand the entities eligible for public financing through the Santa Cruz County Capital Financing Authority (“Authority”).

Executive Summary

Staff recommends that the Board authorize an amendment to the Joint Exercise of Powers Agreement (“JPA”) that created the Authority in order to allow the Authority to assist in public financing for County-related entities such as the Santa Cruz County Sanitation District (“Sanitation District”).

Background

In February 2014, the County (“County”) and the Santa Cruz County Flood Control and Water Conservation District (“District”) created the Authority through a Joint Exercise of Powers Agreement. The Authority was formed for the purpose of assisting the financing and refinancing of capital improvement projects of the County and to finance working capital for the County. The financing of projects and working capital under the JPA was limited to the County itself. Staff believes it would be beneficial to expand the group of agencies eligible for financing through the Authority to include “County-related entities,” as defined in the attached document.

Analysis

Under the Joint Powers Act, a joint powers authority may assist in financing and refinancing of capital improvement projects of public agencies related or unrelated to the members of the Authority. The original JPA limited the financing undertaken solely to benefit the County. It is desirable to permit the Authority to assist in financing and refinancing capital improvement projects of other County-related entities. For example, the Sanitation District has a current need for financing a capital improvement project.

In order to accommodate an anticipated request for assistance from the Sanitation District and allow for similar requests in the future, staff recommends that the Board expand the group of agencies to include public agencies where members of the Board of Supervisors sit on the Board of the affiliated agency via designation through State or local law, or via designation in a joint exercise of powers agreement for such public agency.

The attached Resolution authorizes the amendment of the JPA to permit the Authority

to assist in financing and refinancing capital improvement projects of other County-related entities. A companion resolution was on the March 22, 2022 agenda for the same amendment to be adopted by the County Board of Supervisors.

Financial Impact

There are no direct costs associated with the recommended amendment of the JPA.

Strategic Plan Element(s)

[6.C (Operational Excellence: County Infrastructure)]

Submitted by:

Matt Machado, Deputy CAO/Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Resolution - Amendment to JPA
- b Amendment to JPA Agreement

BEFORE THE BOARD OF DIRECTORS
OF THE COUNTY OF SANTA CRUZ FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, STATE OF CALIFORNIA

RESOLUTION NO. _____

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

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
A FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT AND
APPROVING RELATED DOCUMENTS AND OFFICIAL ACTIONS

WHEREAS, the County of Santa Cruz, a political subdivision organized and existing under and by virtue of the laws of the State of California (the “County”), and the Santa Cruz County Flood Control and Water Conservation District, a flood control district organized and existing under and by virtue of the laws of the State of California (the “District”), have previously entered into that certain Joint Exercise of Powers Agreement dated February 25, 2014 (the “Original Agreement”);

WHEREAS, the Original Agreement created the Santa Cruz County Capital Financing Authority (the “Authority”);

WHEREAS, the purpose established in the Original Agreement is limited to assisting and benefiting the County, and only the County, in certain stated financing and refinancing matters;

WHEREAS, the County and the District desire to expand such purposes to include assisting and benefiting the County, as well as certain County-related entities who request assistance from the Authority;

BE IT RESOLVED by the Board of Directors of the Santa Cruz County Flood Control and Water Conservation District, as follows:

Section 1. The Board of Directors hereby approves the First Amendment to Joint Exercise of Powers Agreement in the form on file with the Clerk and presented at this meeting. The Chairperson and the Vice Chairperson of the District (collectively, the “Designated Officers”), each acting alone, are hereby authorized and directed to execute, for and in the name of the District, and the Clerk is hereby authorized and directed to attest, the First Amendment to Joint Exercise of Powers Agreement in such form, together with any changes therein or additions thereto deemed advisable by the Designated Officer executing the First Amendment to Joint Exercise of Powers Agreement upon consultation with County Counsel, and the execution and delivery of the First Amendment to Joint Exercise of Powers Agreement by a Designated Officer shall be conclusive evidence of the approval of any such changes or additions.

Section 2. The Designated Officers, the Clerk and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute any and all certificates, agreements, notices, consents, warrants and other documents, which they or any of

Attachment: Resolution - Amendment to JPA (12478 : Amendment to Joint Exercise of Powers Agreement)

Resolution No. _____

Page 2 of 2

them deem necessary or appropriate in order to enter into the First Amendment to Joint Exercise of Powers Agreement, and any of the matters approved under this Resolution. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf in the case such officer is absent or unavailable. All actions previously taken by the Designated Officers, the Clerk and all other officers of the District in furtherance of this Resolution are hereby ratified and confirmed.

Section 3. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Flood Control and Conservation District, State of California, this ____th day of _____, 2022, by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

Chairperson of the Board

ATTEST: _____
Clerk of said Board

Approved as to form:

DocuSigned by:
Justin Graham
40E85ACDEDAB42D...
Office of County Counsel 3/29/22 (AMS#12478)

Distribution: County Counsel
Board of Directors
Community Development and Infrastructure

Attachment: Resolution - Amendment to JPA (12478 : Amendment to Joint Exercise of Powers Agreement)

Certificate Of Completion

Envelope Id: F2046A6BAA794FEEA2A3DA57D4446A9F

Status: Completed

Subject: Resolution - Amendment to JPA (12478) 4/12/22 BOS

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Rosa Ortiz-Rocha

AutoNav: Enabled

701 Ocean Street

Enveloped Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Rosa.Ortiz-Rocha@santacruzcounty.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Rosa Ortiz-Rocha

Location: DocuSign

4/4/2022 1:30:34 PM

Rosa.Ortiz-Rocha@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Justin Graham

Justin.Graham@santacruzcounty.us

Reviewed as to form / Assistant County Counsel
County of Santa CruzSecurity Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



40E85ACDEEDAB42D...

Signature Adoption: Pre-selected Style

Signed by link sent to

Justin.Graham@santacruzcounty.us

Using IP Address: 73.252.159.108

Timestamp

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Viewed: 4/4/2022 2:09:53 PM

Signed: 4/4/2022 2:10:04 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Certified Delivered

Security Checked

4/4/2022 2:09:53 PM

Signing Complete

Security Checked

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

This First Amendment to Joint Exercise of Powers Agreement is dated _____, 2022 (this “First Amendment”) and amends that certain Joint Exercise of Powers Agreement dated February 25, 2014 (the “Original Agreement”), between the County of Santa Cruz, a political subdivision organized and existing under and by virtue of the laws of the State of California (the “County”), and the Santa Cruz County Flood Control and Water Conservation District, a flood control district organized and existing under and by virtue of the laws of the State of California (the “District”).

DECLARATION OF PURPOSE

A. The purpose established in the Original Agreement is limited to assisting and benefiting the County, and only the County, in certain stated financing and refinancing matters.

B. The parties desire to expand such purposes to include assisting and benefiting the County, as well as certain County-related entities who request assistance from the Authority.

TERMS OF AMENDMENT

Section 1. Amendments

(a) *Amendment to Section 1*

Section 1 of the Original Agreement is amended to add the following defined term:

“*County-Related Entity*” means any “public agency” as defined in Government Code section 6500 which operates programs or services in the County and where the governing body includes among its voting members at least one member (a) who serves ex officio based on being a member of the County’s Board of Supervisors or (b) serves as a designated representative of the County.

(c) *Amendment to Section 2*

Section 2 of the Original Agreement is amended and restated as follows:

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting the financing and refinancing of capital improvement projects of the County and/or County-Related Entities and to finance working capital for the County and/or County-Related Entities by exercising the powers referred to in this Agreement and shall benefit no other entity. Any Bonds issued by the Authority shall be solely for projects benefiting the County and/or County-Related Entities.

(c) *Amendment to Section 5*

Section 5 of the Original Agreement is amended by adding the following as a new paragraph at the end of that section:

As a condition to Authority approval of actions and matters to assist or benefit a County-Related Entity or issue Authority Bonds for projects benefiting a County-Related Entity, the Authority shall have received from the County-Related Entity a written request to be deemed a County-Related Entity for purposes of this Agreement.

Section 2. No Other Amendments. Except as amended by this First Amendment, the Original Agreement remains in full force and effect.

Section 3. Counterparts. This First Amendment may be executed in several counterparts, each of which shall constitute an original and all collectively shall constitute but one instrument.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

COUNTY OF SANTA CRUZ

By _____
County Administrative Officer

Attest

Clerk of the Board

SANTA CRUZ COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

By _____
Chairperson

Attest

Secretary

Approved as to form

County Counsel 3/29/22 (AMS#12478)

Attachment: Amendment to JPA Agreement (12478 : Amendment to Joint Exercise of Powers Agreement)