SUPPLEMENTAL WATER PURCHASE AGREEMENT

This Supplemental Water Purchase Agreement ("Agreement") is made and entered into as of_______, 2015, by and between the CITY OF SANTA MARIA ("City"), a California municipal corporation, and the COUNTY OF SANTA BARBARA ("County"), a political subdivision of the State of California. The City and County are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. The City provides retail potable water service to customers within its service area in the Santa Maria Valley, in northern Santa Barbara County. The City holds contracts to receive water from the State Water Project ("SWP"). City also holds rights to pump groundwater from the Santa Maria Valley Groundwater Basin ("Basin").
- B. The County is a signatory to the 2005 Stipulation in Santa Maria Valley Water Conservation District v. City of Santa Maria, et al., Superior Court, County of Santa Clara, Lead Case No. 1-97-CV-770214 ("2005 Stipulation").
- C. The County is in the process of developing a project in the unincorporated area of the County near the City of Santa Maria generally known as the Northern Branch Jail ("Project"), a description of which is attached hereto as Exhibit A. The County seeks to obtain a supplemental water supply that will satisfy the 2005 Stipulation and desires to purchase such supplemental water from the City.
- D. Golden State Water Company, a California corporation, dba ("Golden State") can provide retail water service to the Project. The County intends to obtain retail water service for the Project from Golden State. The County also intends to enter into an agreement with Golden State ("Service Agreement") to obtain delivery of the Supplemental Water (defined in Section 2, below), as contemplated in this Agreement.
- E. On a long term basis, the City has water available for use in the area of the proposed RVBUS\GWP\654260

Project that is surplus to that needed to serve Santa Maria's current and long-term future anticipated demands. Accordingly, City is willing to provide Supplemental Water to Golden State pursuant to this Agreement (and the Service Agreement) to the benefit of the County and its Project.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, the Parties agree as follows:

- 1. <u>Purpose</u>. The Purpose of this Agreement is to enable the County to satisfy the 2005 Stipulation by providing Supplemental Water (defined in Section 2, below) to Golden State for the benefit of the County and to serve the Project, and in exchange, to provide payment to the City to offset the costs of its use of SWP water for the benefit of its customers and the Basin generally.
- 2. <u>Supplemental Water</u>. "Supplemental Water" shall mean a portion of the yield of the SWP entitlement held by the City, or a portion of the historic groundwater rights to the Basin held by the City in accordance with the final judgment entered in Santa Maria Valley Water Conservation District v. City of Santa Maria, et al., Superior Court, County of Santa Clara, Lead Case No. CV 770214 ("Basin Adjudication"). This latter source of water supply will be available when the final judgment in the Basin Adjudication is entered. The City shall determine which of these sources are dedicated to serve the County's proposed Project when both are available.

3. <u>Term and Effective Date</u>.

- (a) <u>Effective Date</u>. This Agreement shall become effective upon payment of the Deposit required by Section 4(b) below (the "Effective Date"), provided, however, that the obligation to provide water shall not become effective until receipt by the City of the Purchase Price and the Expense Payment (the "Payment Date").
- (b) <u>Performance Period</u>. The County shall have three (3) years from the Effective Date to make payment of the Purchase Price and Expense Payment as provided in Section 4(d). If payment has not been made by the end of the Performance Period, then this Agreement shall terminate and City shall retain the Deposit.
 - (c) <u>Term</u>. The term of this Agreement shall commence on the Effective Date, and shall

continue from the Payment Date for a period of One Hundred (100) years, and thereafter shall remain in effect for so long as the City remains a SWP contractor, or until the City permanently assigns to the Project a portion of any adjudicated right it obtains to the Basin equal to the net water demand of the Project ("Term").

4. Right to Acquire Water.

- (a) <u>Acquisition of Supplemental Water</u>. Subject to the terms and conditions of this Agreement, the City shall sell to the County and the County shall purchase from the City the right to take delivery of 17.5 (Seventeen and one half) acre feet of Supplemental Water each year for the Term of the Agreement, subject to adjustment as described in Section 4(b).
- (b) <u>Deposit</u>. Within five (5) business days of the approval of this Agreement by the City Manager of City, the County shall provide payment to the City of a deposit ("Deposit") of 10% of the Purchase Price for the Supplemental Water associated with the request. The Deposit shall be applied as a credit against the payment of the Purchase Price, as defined in Section 5. The Parties acknowledge and agree that the Deposit provided for the Project will be based upon a good faith estimate of the quantity of Supplemental Water required.
- (c) <u>Refundability of Deposit</u>. The Deposit shall be refunded to the County within thirty (30) days of the County's request, provided the County provides proof the Approval for the Project was denied (whether by the County or as a result of legal challenge), or the Project is otherwise abandoned. The Deposit is nonrefundable once the Project receives Approval. For the purpose of this Agreement, the term "Approval" shall mean when the County's Board of Supervisors awards the contract(s) for construction of the project, or the final resolution of any legal challenge to the Project that affirms the approval of the Project in substantially the same form as originally proposed.
- (d) <u>Payment of Purchase Price</u>. The County shall pay to City the full remaining balance (Purchase Price plus Expense Payment minus the Deposit) for the Supplemental Water by one of the following methods:
 - (i) by cashier's check or wire transfer to an account designated by the City no less than one (1) business day prior to recording of the Notice of

Completion for the Project; or

(ii) concurrent with the recording of the Notice of Completion for the Project, provided, however, that the full remaining balance has been placed into an escrow account reasonably acceptable to City with instructions that escrow release such funds to the City upon completion of recording.

Notwithstanding the foregoing, the full remaining balance must be paid in any event within three (3) years of the Effective Date. The obligation of the City to supply water shall not become effective and no Supplemental Water shall be available to the County for the Project until full payment for the Supplemental Water has been received by the City.

- 5. **Purchase Price**. The County shall pay the City a purchase price of thirty thousand and two hundred and forty dollars (\$30,240) per acre-foot of Supplemental Water purchased (the "Purchase Price"). The Purchase Price shall constitute a one-time fee for the annual use of each acre-foot of Supplemental Water purchased for the duration of the Term of this Agreement. The Purchase Price constitutes a payment for the right to take delivery of the Supplemental Water and is due and payable as required in Section 4(d) irrespective of whether the County actually takes delivery of any Supplemental Water for the duration of the Term.
- 6. <u>City Expenses</u>. The County shall also pay the City three percent (3%) of the Purchase Price as additional payment to compensate the City for its expenses related to the implementation of this Agreement (the "Expense Payment"). The Expense Payment shall be payable along with the Purchase Price in accordance with Section 4(d).
- 7. **Payment Terms**. All payments shall be made in immediate available funds via a cashier's check or by wire transfer to an account designated by the City. No Supplemental Water shall be delivered prior to the payment of the associated Purchase Price and Expense Payment.

8. **Delivery of Water**.

(a) Assignment to Golden State. Prior to the delivery of any Supplemental Water for the Project, the County shall assign all of its rights to receipt of water under this Agreement to Golden State, which shall thereafter be responsible for taking delivery of Supplemental Water and providing water service to the Project. Notwithstanding such assignment, the County shall remain liable for all obligations of the County which are set

forth herein.

- (b) <u>Point of Delivery</u>. The County hereby acknowledges that City shall have no responsibility for physical delivery of Supplemental Water and that all such water shall be delivered pursuant to the Service Agreement with Golden State. The Service Agreement shall provide that Golden State is solely responsible for the physical delivery of Supplemental Water from the Basin into the delivery system serving the Project. The amount of Supplemental Water taken by Golden State on the County's behalf shall be measured on an annual basis commencing with the Effective Date. Any Supplemental Water that is not taken by Golden State on the County's behalf during a given year shall be forfeit and shall not roll over to the next year.
- shall provide for the following: (i) Golden State and/or the County shall be solely responsible for the acquisition, construction, operation, and maintenance of wells and facilities necessary for the delivery of Supplemental Water pursuant to this Agreement, and all associated costs and expenses, including any applicable permits and approvals; (ii) Golden State shall further keep in good operation a water meter at each well to measure the volume of Supplemental Water delivered and shall provide a report to City of the meter readings on an annual basis beginning twelve months from the Effective Date; (iii) Golden State shall grant to the City the right, upon reasonable notice, to inspect such meters, wells and facilities to verify and assure meter accuracy and compliance with this Agreement; and (iv) All groundwater extraction notices with respect to the use of Supplemental Water shall be filed by and in the name of the City and Golden State shall provide City with all information necessary for to do so.
- (d) Obligations of City. For the purposes of this Agreement, City shall have fulfilled its obligation to deliver water purchased by the County so long as the amount of Supplemental Water purchased is available in the Basin for pumping by Golden State. This shall include the responsibility of the City, at its own expense, to import additional water supplies as required to ensure that no further overdraft in the Basin occurs, as a result of the net water demand associated with the Project. The County acknowledges and agrees that it shall bear all risk of loss with respect to extraction of the Supplemental Water subject to this Agreement, unless such loss is caused by the gross negligence or willful misconduct of the City.

- (e) <u>Delivery Fees and Charges</u>. Except for the Purchase Price and the Expense Payment which are allocated to the County under this Agreement, there shall not be any fee, surcharge or other assessment payable by the County to the City for the delivery of the Supplemental Water.
- 9. <u>Water Quality</u>. The City makes no representation or warranty regarding the quality of the groundwater stored in the Basin and the County acknowledges that it has made its own determination as to groundwater quality. Golden State shall be solely responsible for ensuring that all Supplemental Water delivered to the Project has been properly treated in accordance with all applicable federal, state and local laws and regulations.

10. **Regulatory Requirements**.

- (a) <u>Obligations of the City</u>. The implementation of this Agreement shall be subject to satisfaction by City of the regulatory requirements set forth herein. City shall, if necessary, undertake the following:
 - (i) obtaining all permits, consents, entitlements and approvals necessary to enable the City to sell and the County to purchase the Supplemental Water that is the subject of this Agreement.
 - (ii) full and complete compliance with the requirements of the California Environmental Quality Act ("CEQA"), including, if it is determined that this transaction is subject to CEQA and not exempt from CEQA, the completion of an initial study, and (1) either there shall have been adopted a negative declaration or a mitigated negative declaration, or (b) a final environmental impact report shall have been completed and approved, and (2) the time shall have expired within which a judicial proceeding may be instituted challenging the validity or completeness of any such determination of exemption, or adoption of a negative declaration or of a mitigated negative declaration, or approval of a final environmental impact report.
 - (iii) The County shall reimburse the City for its actual expenses incurred in complying with the regulatory requirements described in sub-sections (i) through (ii) above within thirty (30) days of an itemized invoice setting forth each expense in detail. Reimbursable expenses shall include reasonable professional and

consulting fees and costs incurred directly in connection with obtaining any regulatory approval for the Project, but shall not include litigation costs or expenses (which are allocated in Section 12) or any allocation or charge for time spent by City employees.

(b) <u>Obligations of the County</u>. The County shall be solely responsible for obtaining all regulatory approvals necessary in connection with the Project.

11. <u>Legal Defense</u>.

- (a) In the event of a legal action challenging the City's approval of this Agreement, and/or the ability of City to sell or deliver Supplemental Water pursuant to this Agreement arising prior to Approval, then City and the County shall meet and confer on the appropriate response, the likelihood of success, and the cost of defending such challenge. Unless both parties agree on a common strategy and cost sharing arrangement within thirty (30) days' notice of a challenge, this Agreement shall terminate;
- In the event of a legal action challenging the City's approval of this Agreement, and/or the ability of City to sell or deliver Supplemental Water pursuant to this Agreement arising on or after Approval, then City shall defend the challenge. City shall have sole control and responsibility over the defense of such challenge, provided, however, that it shall keep the County informed of the status of the defense on a regular basis. City shall further be responsible for all costs and expenses related to the challenge. If the challenge is not resolved within ninety (90) days of the filing of a claim, then City shall return the Purchase Price and the Expense Payment to the County, less the Deposit, which shall be retained by the City. If the cost of the defense (including legal fees, discovery and expert costs, and court costs) exceeds the amount of the Deposit, then the City may request a meeting with the County to discuss the adoption of a joint strategy and cost-sharing arrangement to continue the defense. If City and the County are not able to agree on a mutually acceptable arrangement within thirty (30) days of the request, then City may terminate this Agreement. If the defense of the Agreement is successful, this Agreement shall remain in effect and if the Purchase Price is due pursuant to Section 4(d), then the County shall pay City the Purchase Price (minus the Deposit) and the Expense Payment upon five (5) days written request from City (unless the Purchase Price and Expense

Payment have already been paid to City and have not been refunded as provided above). If

the defense is unsuccessful, then this Agreement shall terminate and City shall refund the balance of the Purchase Price (including the unused balance of the Deposit) and the Expense Payment (unless already refunded to the County), and the County shall have no further obligations hereunder. For purposes of this Agreement, a successful defense is one that affirms the City's approval of this Agreement, and/or the ability of City to sell or deliver Supplemental Water pursuant to this Agreement, either through settlement, dismissal or final court judgment. Notwithstanding the foregoing, in the event that the City obtains an opinion from counsel that the challenge has a substantial probability of success, then City may elect to terminate this Agreement, in which case the City shall return the entire Purchase Price and Expense Payment to the County (including the unused portion of the Deposit, provided that the Deposit has not already become non-fundable in accordance with Section 4(b)), provided, however, that City shall give the County no less than thirty (30) days' notice of such election, during which time City and the County may discuss negotiation of a mutually acceptable agreement whereby the County will undertake continuation of the defense. For the purposes of this provision, legal challenges shall not include the following case: Santa Maria Valley Water Conservation District v. City of Santa Maria, et al., Superior Court, County of Santa Clara, Lead Case No. CV 770214.

- (c) Notwithstanding any right of termination granted to City pursuant to Section 12(b), upon payment of the Purchase Price and Expense Payment in full or recording of the Notice of Completion for the Project, the City shall not have the right to terminate this Agreement pursuant to Section 12(b) unless there is a successful legal challenge. For the purposes of this section, a "successful legal challenge" shall mean a final court judgment which prevents the City from selling or delivering Supplemental Water pursuant to this Agreement.
- (d) City shall not be responsible for the legal defense of any challenge to the Project or physical delivery of the water by Golden State, and as between City and the County, the County shall bear the risk and expense of any such challenge, provided, however, that if such a challenge is successful in terminating the Project, then the County shall have the right to terminate this Agreement and the City shall return the Purchase Price to the County, provided that the City may retain the Deposit if it has become non-refundable in accordance with Section 4(c). City shall further have the right to retain the Expense Payment to compensate City for its professional fees and administrative expenses

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in negotiating and approving this Agreement.

- 12. <u>Service Area Integrity</u>. Nothing in this Agreement is intended nor shall it be interpreted to waive the right of City to provide water service to current or future areas within or adjacent to its existing service area.
- 13. **Representations or Warranties of City**. The City makes the following representations, warranties and covenants to the County:
 - (a) <u>Power and Authority to Execute and Perform this Agreement</u>. The City has the power and authority to enter into this Agreement and to perform its obligations and all necessary approvals and authorizations have been obtained.
 - (b) <u>Enforceability</u>. This Agreement constitutes a legal, valid and binding obligation of the City, and is enforceable against the City in accordance with its terms.
- 14. **Representations or Warranties of the County**. The County makes the following representations, warranties and covenants to City:
 - (a) <u>Power and Authority to Execute and Perform this Agreement.</u> The County is a political subdivision of the State of California. The County has the power and authority to enter into this Agreement and to perform its obligations.
 - (b) <u>Enforceability</u>. This Agreement constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.
- 15. <u>Termination</u>. This Agreement shall terminate at the end of the Term. Furthermore, this Agreement may be terminated upon exercise of any express right of termination contained in this Agreement. If this Agreement is terminated prior to the expiration of the Payment Date in accordance with the terms of Section 3, or this Agreement is terminated as a result of a final court judgment invalidating either this Agreement or the Project in accordance with the terms of Section 12, then the obligations of the parties hereunder shall terminate and the parties shall have the rights and obligations set forth in those respective sections.

16. **Indemnity**.

- (a) The County, its successors and assigns, shall hold harmless, defend and indemnify the City, its officials, employees, agents, successors and assigns (all of which are herein referred to as the "City Indemnified Parties") from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, costs and expenses, including but not limited to reasonable attorneys' fees (collectively, "Damages"), which may be imposed on, incurred by, or asserted against the City Indemnified Parties as a result of (i) a breach of the County's obligations; and (ii) the conduct of the County's operations associated with the extraction of Supplemental Water and its subsequent delivery to the Project. Notwithstanding the foregoing, in no event shall the County be liable to indemnify a City Indemnified Party for (i) any Damages resulting from the negligence, gross negligence, intentional act or willful misconduct of City; or (ii) any third party claim challenging the City's approval of this Agreement and/or the ability of City to sell or deliver Supplemental Water pursuant to this Agreement which has been provided for in Section 12. This indemnification shall survive termination of the Agreement.
- (b) Promptly following notice of any "Third Party Claim" for which the City is indemnified, the City shall notify the County of such claim in writing. The County shall thereafter defend against such Third Party Claim, in consultation with the City, in such manner as the Parties deem appropriate, including settlement on such terms as the County and the City deem appropriate. The County shall select counsel of its choice. The City may also elect to have separate representation at its sole discretion and cost. If the County fails to promptly defend such Third Party Claim, the City may defend the Third Party Claim in any manner it deems appropriate and with counsel of its choice, including without limitation, settlement of the Third Party Claim on terms the City deems appropriate, and to pursue such remedies as may be available to the City against the County.
- 17. **Remedies Not Exclusive**. Remedies provided in this Agreement for enforcement of its terms are intended and shall be construed as cumulative rather than exclusive and shall not be deemed to deprive either Party from also using any other remedies provided by this Agreement or by law.
- 18. **No Transfer of Rights**. The rights granted to the County hereunder constitute the right to take delivery of Supplemental Water only and shall not be interpreted as a sale, transfer, or

assignment of any of the City's water rights.

- 19. <u>Subject to Applicable Law</u>. The Parties acknowledge and agree that this Agreement and the rights and obligations of the Parties shall be subject to the laws governing municipal corporations as they now exist and as they may be amended or codified by the Legislature of the State of California.
- 20. **Entire Agreement**. This Agreement contains the entire understanding between the County and the City with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the County and the City. This Agreement cannot be amended except in writing signed by both Parties.
- 21. <u>No Waiver</u>. Any failure or delay on the part either Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.
- 22. Notices. All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be hand-delivered, or mailed by certified mail, return receipt requested, or sent by a reputable overnight courier service providing delivery confirmation. Each such notice or communication shall be deemed to be duly given when hand-delivered, or three (3) days after being mailed in any depository maintained by the United States Postal Service, with prepaid postage, certified, return receipt requested or one (1) day after being deposited for next day delivery with Federal Express or other courier. Each such notice or communication shall be addressed to the Parties at their respective addresses set forth next to their signatures below, or such other address as a Party notifies the other in writing.
- 23. <u>Headings; Section References</u>. Captions and headings appearing in this Agreement are inserted solely as reference aids for the ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.
- 24. **Separability**. If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent

reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

- 25. **Binding Effect Assignment**. This Agreement shall be binding on and insure to the benefit of the Parties, and their respective successors and permitted assigns. The County shall have the right to assign its rights under this Agreement (except for those rights required to be assigned to Golden State pursuant to Section 8) with the written consent of City, provided, however, that the City shall not unreasonably withhold such consent and further provided that the assignee agrees to be bound by all of the obligations of the County set forth herein. Notwithstanding the foregoing, no assignment permitted hereunder or pursuant to Section 8 shall permit the delivery of Supplemental Water to any property or development other than the Project without the written consent of the City, in its sole and absolute discretion.
- 26. Attorney's Fees. In the event that any action or proceeding is brought to enforce one or more of the terms of this Agreement, to restrain an alleged violation of this Agreement, or to determine the validity of this Agreement or any part, the prevailing Party in any such action or proceeding shall be entitled to recover from the other its reasonable costs and attorneys' fees, in addition to any other remedies available to it in law or equity. If both Parties are successful in one or more causes of action during any such proceeding, the costs and fees shall be apportioned as determined by the court.
- 27. **Force Majeure**. If by reason of acts of God, earthquakes, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state, or local law, order, rule, or regulation, either Party is prevented from complying with any condition of this Agreement, then while so prevented the condition shall be suspended and the Party shall be relieved of the obligation of complying with such covenant and shall not be liable for damages for failure to comply with it. Any obligation of either Party shall be extended for as long as it is so prevented from complying with any condition or covenant in the Agreement.
- 28. Governing Law and Venue. This Agreement is a contract governed in accordance with the laws of the State of California. THE PARTIES HEREBY AGREE THAT VENUE FOR ANY ACTION BROUGHT TO ENFORCE THE TERMS OF THIS AGREEMENT SHALL BE IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF SANTA BARBARA, 12

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CALIFORNIA, AND CONSENT TO THE JURISDICTION THEREOF.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

	COUNTY: COUNTY OF SANTA BARBARA
ATTEST: MONA MIYASATO CLERK OF THE BOARD	By: Janet Wolf, Chair Board of Supervisors
By: Deputy	Date:
	CITY: CITY OF SANTA MARIA
ATTEST: CITY CLERK	By: Rick Haydon City Manager
By:	Date:
APPROVED AS TO FORM: FORM	APPROVED AS TO ACCOUNTING
MICHAEL C. GHIZZONI COUNTY COUNSEL	ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By:	By:
APPROVED:	
By:Ray Aromatorio, ARM, AIC Risk Manager	
City of Santa Maria	County of Santa Barbara
Address: 110 East Cook Street, Room 1	Address: 1105 Santa Barbara Street, 2 nd floor
Santa Maria, CA 93454	Santa Barbara, CA 93101
Phone: (805) 925-0951 x200	Phone: (805)
Fax: (805)349-0657	Fax: (805) 568-3249

EXHIBIT A

DESCRIPTION OF PROJECT

PROJECT SCOPE SUMMARY SANTA BARBARA COUNTY JAIL NORTHERN BRANCH SANTA BARBARA COUNTY BLACK ROAD AND BETTERAVIA ROAD * SANTA MARIA, CA 93455

This project will design and construct approximately 134,000 square feet (sf) of housing, treatment, and program space on approximately 6 acres of the greater 50± acres of county owned land located at the corner of Betteravia and Black Roads near the City of Santa Maria (Attachment 1, APN 113-210-021). The project will include one new building constructed primarily of steel and concrete for long-term durability. This building will house both male and female inmates in a mix of medium and maximum security, and will include special use beds for mental health and medical purposes. It will also include space for all core operational functions.

The housing space will consist of approximately 344 beds in three types of units. A general population housing unit will provide approximately 32 administrative segregation beds and 48 general population beds. A direct supervision housing unit will have approximately 72 beds and an indirect supervision housing unit will be subdivided into a podular configuration with approximately 192 beds. The direct supervision unit and general population unit will also include space for an officer's station, storage, multipurpose room, recreation yard, dayroom, interview area, exam area, and staff restroom. The indirect supervision unit will be rated medium or maximum security and each pod will include a multipurpose room, an exercise yard, dayroom and an officer's station. The medical/mental health housing will include approximately 32 special use beds for mental health and medical purposes.

The new jail will include appropriate treatment, program, and support services space for but not be limited to, health care and dental services, intake and release, vocational and industrial training, food preparation, laundry, transportation, maintenance, visitation, administrative and staff support space, and records storage.

This project will include, but not be limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; fire protection systems; and approximately 150 parking spaces for staff and visitors. In addition, there will be secure fencing surrounding the facility to provide grounds security.

ATTACHMENT 1 ASSESSOR'S PARCEL MAP APN 113-210-021

