

BOARD OF SUPERVISORS

AGENDA

Meetings are located at:
Yuba County Government Center
Board Chambers, 915 Eighth Street
Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8th Street, Marysville and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

AUGUST 26, 2014

8:30 A.M. YUBA COUNTY WATER AGENCY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Stocker.
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Administrative Services
 1. (366-14) Approve airport lease agreement with Richard Clinton for Terminal Area Lease Parcel Nos. 18 and 19, and authorize Chair to execute.
 2. (367-14) Adopt resolution authorizing Airport Manager to present proposal to Aircraft Owners and Pilots Association for consideration of Airport as location for 2015 AOPA Regional Fly-In.
 - B. Clerk of the Board of Supervisors
 1. (368-14) Appoint Tamaira Ramsey as a consumer representative and Dennis "Mike" Ayres as an at-large representative to the Behavioral Health Advisory Board for terms ending August 26, 2016 and 2017 respectively.
 2. (369-14) Approve minutes of the meeting of August 12, 2014
 - C. Clerk-Recorder/Elections
 1. 370-14) Adopt resolution ordering consolidation of elections for November 4, 2014 Consolidated Statewide General Election.
 - D. Community Development and Services
 1. (371-14) Accept North Beale Road Median Safety Improvements as complete and authorize Public Works Director to execute and record notice of completion.
 2. (372-14) Accept Timbuctoo Road over Deep Ravine No. 1 Bridge Replacement Project as complete and authorize Public Works Director to execute and record notice of completion.
 3. (373-14) Receive notice of Final Map under review pending approval identified as Tract Map No. 2006-0044, Plumas Lake Phase 3.
 4. (374-14) Award contract to R&R Horn Contractors, Inc. apparent low bidder, for Powerline Road/Bike Ped Improvements Phase II and authorize Chair to execute same.

E. County Administrator

1. (375-14) Authorize Chair to execute correspondence taking position on three bills currently considered by the Legislature (AB 1826; AB 2126; SB 1168).

F. Health and Human Services

1. (376-14) Approve agreement with Yuba Community College for services for Independent Living Program and authorize Chair to execute.
2. (377-14) Approve agreement with Children's Home Society for CalWORKS program child care services and authorize Chair to execute. (Human Services Committee recommends approval)

G. Human Resources and Organizational Services

1. (378-14) Adopt resolutions amending Position Allocation Schedule and Basic Salary Schedule as relates to Program Specialist Adult Services, Health and Human Services effective September 1, 2014.
2. (379-14) Adopt resolutions amending Position Allocation Schedule and Basic Salary Schedule as relates to Probation Aide, Probation Department, effective September 1, 2014.
3. (380-14) Approve classification specifications for Chief Probation Officer and Director of Administrative Services and authorize Chair to execute.

IV. **SPECIAL PRESENTATION**

- A. (381-14) Present Proclamation proclaiming September 2014 as Hmong History Month. (Five minute estimate)
- B. (382-14) Present Proclamation proclaiming September 2014 Childhood Cancer Awareness Month. (Five minute estimate)

V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. (383-14) Authorize use of Criminal Justice Temporary Construction Funds to be used as County local match for SB 81 Youthful Offender Rehabilitation Grant for Tri County Juvenile Facility project and authorize Auditor-Controller to establish appropriate account structure. (Ten minute estimate)

B. Community Development and Services

1. (384-14) Receive update on Olivehurst Public Utilities (OPUD) water rate increase and determine whether to file protest on County-owned properties.
2. (385-14) Receive information on Community Rating System's Program for Public Information Committee as it relates to Federal Emergency Management Association and the National Flood Insurance Program. (Ten minute estimate)

C. County Administrator

1. (386-14) Receive introduction of Jennifer Vasquez as the Director of Health and Human Service effective September 1, 2014, approve employment agreement, and authorize County Administrator to execute.
2. (397-14) Adopt resolution adopting a Property Tax Revenue Exchange Agreement between the County of Yuba and Linda Fire Protection District for APN 019-650-006.

D. Sutter Yuba Mental Health Services

1. (387-14) Approve Memorandum of Understanding between California Health and Wellness Plan and the Counties of Sutter and Yuba regarding Medi-Cal Managed Care for coordination of services and authorize Chair to execute. (Ten minute estimate)

VII. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

- A. (388-14) Public Hearing - Receive independent consultant report of review and evaluation of rate adjustment application submitted by Recology Yuba-Sutter and adopt resolution approving an amendment to the Recology Yuba-Sutter Collection Service Agreement and approving a rate decrease for residential and commercial customers for rate year 2015 to be effective October 1, 2014. (Fifteen minute estimate)
- B. (389-14) Ordinance - Hold public hearing, waive reading, and introduce ordinance adding Chapter 7.09, Gray Water Systems to the Yuba County Ordinance Code. (First Reading. Fifteen minute estimate)
- C. (390-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing the assessment of administrative and abatement costs, and recording of lien for 1321 Country Club Road, Arboga, Robert W. and Vivian S. Morton, in the amount of \$24,976.78. (Ten minute estimate)

VIII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. (391-14) Notice from Pacific Gas and Electric regarding Narrows No. 2 Transmission Line Project Request for finding of no discharge or extension of time.
- B. (392-14) Public Notice from Federal Aviation Administration regarding final environmental assessment finding of no significant impact and record of decision.
- C. (393-14) Letter from Board of State and Community Corrections regarding Community Recidivism Reduction Grant.
- D. (394-14) Letter from County Fish and Game Commission regarding activities.
- E. (395-14) Notice of meeting August 28, 2014 from California Wildlife Conservation Board and item 18 regarding American Basin Conservation Easement (High Ridge Ranch), Yuba County.

IX. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

X. **CLOSED SESSION:**

- A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Jolene Tomko vs. Cleotha Adams et al
- B. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDA/YCEA Bargaining Unit 2 and County of Yuba
- C. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment - Public Health Officer
- D. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Public Guardian

XI. **RECESS TO 1:30 P.M.**

XII. **CODE ENFORCEMENT ADMINISTRATIVE APPEAL HEARING**

- A. (396-14) Hold appeal hearing regarding imposition of administrative penalties for 7460/7476 Loretta Lane and Unknown Address, Smartsville owned by Ann Marie Barnett and adopt findings of facts, conclusion of law and orders. (30 minute estimate)

XIII. **ADJOURN**

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.



CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy - Director




AIRPORT	741-6248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

(530) 749-7880
FAX (530) 749-7936

August 26, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services 

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENT
RELATING TO AIRPORT TERMINAL AREA LEASE SITES NO. 18 & 19 BETWEEN
COUNTY OF YUBA AND RICHARD CLINTON

Recommendation:

It is recommended that the Board authorize the Chairman of the Board of Supervisors to execute the subject airport lease agreement.

Background:

The lease has been held by Richard Clinton for the past 27 years. The attached is a ground lease renewal. The lease rate has been adjusted to .025 cents per square foot or an increase of \$54 for a total monthly charge of \$270. The previous rate was .02 cents per square foot. The rate is lower than other privately-owned hangars due to the location directly next to a drainage ditch and odd shape of the lease area limiting the usage of the property.

Discussion:

This is a three-year lease beginning January 1, 2014, and ending December 31, 2016. The building is used to store aircraft registered to the lessee and to conduct routine maintenance and repair on the aircraft.

Committee Action:

This item was not presented to the committee as it is a standard ground lease and considered routine. The agreement was reviewed and approved by County Counsel.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachments

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AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of June 2014, by and between the COUNTY OF YUBA, a political subdivision of the State of California, party of the first part, hereinafter designated "Lessor," and RICHARD CLINTON, hereinafter designated "Lessee."

WITNESSETH

WHEREAS, Lessor is the owner of all that certain real property situated in the County of Yuba, State of California, hereinafter described; and

WHEREAS, said real property is devoted to and held for airport development; and

WHEREAS, the existing aircraft storage facility on airport property is suitable for the Lessee's personal aircraft storage needs; and

WHEREAS, Lessor has determined that such aircraft storage will not currently impede, hinder, or otherwise adversely affect existing aircraft storage operations; and

WHEREAS, pursuant to the provisions of Section 50478, Government Code, Lessor is authorized to lease all or any portion of said property for the construction and maintenance of hangars, service shops, structures, and other conveniences for airport purposes; and

WHEREAS, Lessor has determined that it is in the public interest to lease the property upon the terms and conditions herein set forth:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. **PREMISES**

Lessor hereby sets over, leases, and demises to Lessee, and Lessee hereby hire from Lessor, all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

**Yuba County Airport Terminal Area
Master Lease Map
Lease Parcel Numbers 18 (7,100 sf) & 19 (3,700 sf)
(a total of approximately 10,800 sf)**

Attached to this Lease and marked "Exhibit A" is the subject map showing the specific location of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. **TERM**

The term of this Lease shall be for a period of three (3) years, commencing on the 1st day of January, 2014, and terminating on the 31st day of December, 2017, (the "Termination Date"). Lessee shall have the first right to negotiate to obtain a new lease for

the premises upon expiration of the three-year term. The terms of any new lease, or extension of this lease, and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. **CONSIDERATION**

Lessee hereby agrees to pay Lessor the sum of \$.025 cents per square foot of building area per month or Two Hundred Seventy Dollars (\$270.00), payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

4. **OTHER CHARGES AND FEES**

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. **PENALTIES**

Payments not made by the 10th of the month are subject to a late fee as established by the Board of Supervisors. In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate of the payment due for each month unpaid or any portion of a monthly payment which is left unpaid.

6. **USE**

Lessee are hereby granted the non-exclusive privilege to store aircraft only within the existing T-hangar facility and only aircraft registered to the subject Lessee and to maintain and repair the same.

a. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by Lessor.

b. Lessor shall maintain all public and common or joint use areas of the premises, including the Air Operations Area, in good repair; and shall make such repairs, replacements, or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of aircraft operations.

c. Lessee shall keep the taxiway in front of the hangar and the 20-foot areas immediately east of the taxiway clear of all aircraft, vehicles, equipment, or other obstructions at all times.

d. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

e. Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation of any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be a nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses

and purposes set forth in this paragraph 4 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease upon written notice thereof given to Landlord within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policy charged by reason Lessee's use of or operations on the leased premises. Lessee shall have the nonexclusive right to the use in common with others of the runways and taxiways at the Airport, subject to the restrictions herein provided and to the rights of Lessor herein reserved. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

7. **COMPLIANCE WITH RULES AND REGULATIONS**

Lessee shall comply with all federal, state, and local laws, ordinances, rules and regulations which may apply to the conduct of the use contemplated, including, rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits, and shall indemnify Lessor for any damages caused by any violation thereof by Lessee.

8. **MAINTENANCE AND REPAIR**

Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Lease in the condition in which

they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

9. **ALTERATIONS, ADDITIONS, IMPROVEMENTS**

Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises or the building without Lessor's prior written consent.

a. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee must remove Lessee's buildings, cement floors, personal property, and trade fixtures upon expiration or termination of this Lease, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed from the leased premises within thirty (30) days after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor.

b. Lessee shall submit to Lessor for approval all detailed plans and specifications for leasehold improvements. Lessor agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Lessee, within thirty (30) calendar days of receipt of the plans and specifications from Lessee.

c. In the event that Lessor requires revisions of the original plans and specifications, Lessee shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Lessor's approval. Lessor's approval of plans and specifications shall not be withheld unreasonably.

Upon receiving final Lessor approval of the plans and specifications, Lessee shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Lessee's receipt of Lessor's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

d. This Lease shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

10. **UTILITIES**

Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of the demised premises and will save and keep harmless Lessor and the demised premises from any lien or charge for the same.

11. **TAXES**

Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessor interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

12. **INSURANCE**

Lessee shall throughout the existence of this Agreement and, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limits as follows:

- a. The provisions of Exhibit C attached hereto are incorporated herein by this reference.
- b. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Lessee as required by law in the State of California.
- c. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

d. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

e. Proof of Insurance: Lessee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

f. Lessor and its agents shall be permitted to enter upon the premises or any part thereof at all reasonable hours for the purpose of examining the same and determining whether Lessee have complied with the provisions of this Lease.

13. **INDEMNITY**

Lessee shall indemnify and defend the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

14. **DEFAULT**

In the event Lessee are in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease

and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

15. **BREACH OR NONCOMPLIANCE**

The waiver of any breach of noncompliance with any terms, covenants, conditions, or provisions of this Lease or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any subsequent breach thereof whether such breach or non compliance be the same or of a different kind or character.

16. **ATTORNEY'S FEES**

In case Lessor, without fault on its part, be made a part to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

17. **ASSIGNMENT OR SUBLETTING**

a. Lessee shall not assign in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said demised premises without Lessor's consent to assignment of this Lease, and the Lessor shall not unreasonable withhold his consent to assignment. Lessor retains the

right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

b. Lessee shall have the right to sublease up to 50 percent of his leasehold with the approval of the Airport Manager, but sublessee does not have the right to further sublease any of the property. Sublessee will be required to pay appropriate use fees or charges as established from time-to-time by the County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessee.

18. **COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES**

To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit B, attached hereto and made a part hereof.

19. **NOTICES**

Any written notice given hereunder may be delivered in person or by addressing the same as set forth hereinafter and depositing it with postage fees prepaid with the United States Postal Service. Any notice so mailed in the County of Yuba shall be deemed to be delivered on the business day following the mailing of said notice. Notice shall be mailed or delivered at the following addresses:

To County At:

Airport Manager
Yuba County Airport
1364 Sky Harbor Drive
Olivehurst, CA 95961

To Lessee At:

Richard Clinton
P. O. Box 608
Fair Oaks, CA 95628

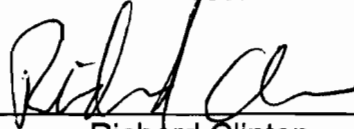
Copy to:

Yuba County
County Counsel
119 8th St., Ste. 123
Marysville, CA 95901

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year
first above written.

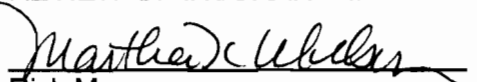
COUNTY OF YUBA

By _____
Chairman, Board of Supervisors
"Lessor"

By 
Richard Clinton
"Lessee"

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of
Supervisors

REVIEW OF INSURANCE:


Risk Manager

APPROVED AS TO FORM:


County Counsel
by: Bobbie Ross Todd

EXHIBIT A

Lease Sites 18-19

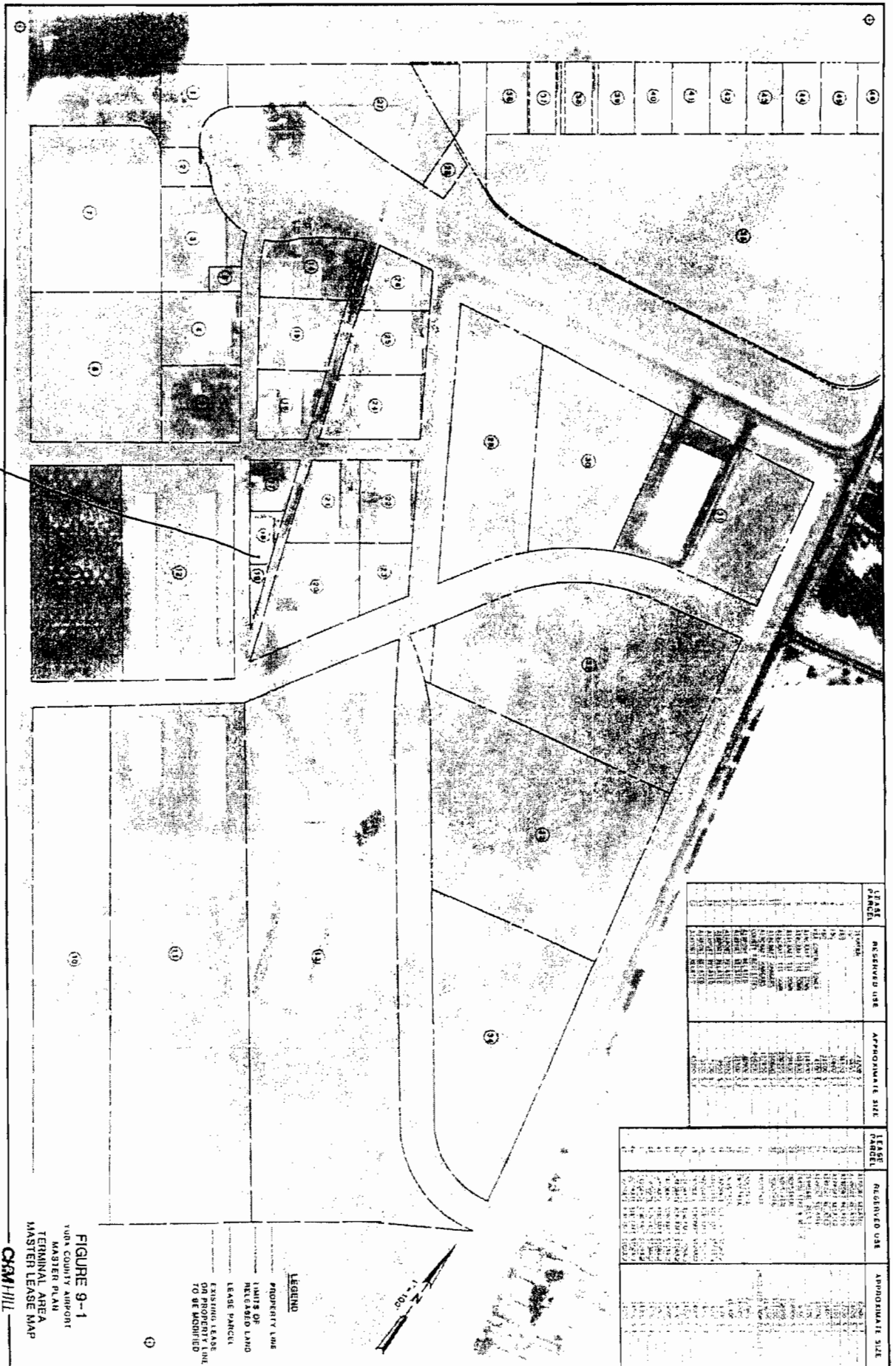


EXHIBIT B

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT C

INSURANCE PROVISIONS

LESSEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LESSEE, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if LESSEE provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance as appropriate to LESSEE's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the LESSEE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by LESSEE.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LESSEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, **LESSEE's insurance coverage shall be primary** insurance as respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of LESSEE's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

Waiver of Subrogation

LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require LESSEE to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, LESSEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

LESSEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive LESSEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

LESSEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The County of Yuba

Department of Administrative Services

Doug McCoy - Director




367-14

AIRPORT	741-8248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7881
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

(530) 749-7880
FAX (530) 749-7936

August 26, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services 

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE AIRPORT MANAGER TO PRESENT A PROPOSAL TO THE AIRCRAFT OWNERS & PILOTS ASSOCIATION FOR CONSIDERATION OF THE YUBA COUNTY AIRPORT AS A LOCATION FOR A 2015 AOPA REGIONAL FLY-IN

Recommendation:

It is recommended that the Board approve the subject resolution authorizing the Airport Manager to present a proposal to the Aircraft Owner's & Pilots Association for consideration of the Yuba County Airport as a location for a 2015 AOPA Regional Fly-in and authorize the County Administrator to also sign the proposal indicating approval by the Airport owner.

Background:

The Aircraft Owners & Pilots Association is the world's largest aviation member association, with representatives based in Frederick, Maryland, Washington, D.C., and seven regions across the United States. AOPA provides member services that range from advocacy at the federal, state, and local levels to legal services, flight planning products, safety programs, and award-winning media.

In 2014, AOPA restructured their event format from one major summit each year to a series of seven smaller regional events across the country. A Request for Proposals for 2015 AOPA Regional Fly-in Locations has been released and is attached.

Fly-ins offer AOPA members and the public a chance to gather at a local airport on a Saturday to socialize with fellow pilots and aviation enthusiasts, talk to aviation vendors and view display aircraft, participate in clinics and educational forums and eat great food. Each fly-in includes a Pilot Town Hall hosted by AOPA President Mark Baker.

Discussion:

The Yuba County Airport more than meets the requirements as presented in the RFP document which includes having a minimum of two runways, ample aircraft and automobile parking, event space, a nearby reliever airport that can handle overflow airplane traffic, and an active general aviation community from which to draw support and volunteers. The event would be similar to the annual airshow and flyin that has been conducted at the airport for the past twenty years.

Committee Action:

This item was not presented to the Public Facilities Committee due to the necessity to expedite the proposal submittal that is due on September 19, 2014. If selected, a meeting will be scheduled to discuss the event in more detail.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachment

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION AUTHORIZING THE AIRPORT
MANAGER TO PRESENT A PROPOSAL TO THE
AIRCRAFT OWNER'S & PILOTS ASSOCIATION
FOR CONSIDERATION OF THE YUBA COUNTY
AIRPORT AS A LOCATION FOR A 2015 AOPA
REGIONAL FLY-IN**

Resolution No. _____

WHEREAS, the Aircraft Owners & Pilots Association (AOPA) has issued a Request for Airport Proposals for its series of regional fly-ins for 2015; and

WHEREAS, each fly-in draws more than 2,000 participants, more than 400 aircraft and 900 vehicles; and

WHEREAS, the AOPA will consider airports with a minimum of two runways, ample aircraft and automobile parking, event space, a nearby reliever airport to handle overflow airplane traffic, and an active general aviation community from which to draw support and volunteers; and

WHEREAS, the Yuba County Airport, its management, operators, and tenants have successfully conducted more than twenty fly-ins and air shows and meets the minimum requirements of the proposal; and

WHEREAS, the Airport's fixed base operator and fuel provider, Honeycutt Aviation, is capable of handling the aircraft fueling requirements of visiting aircraft and minor maintenance services; and

WHEREAS, the proposal must be co-presented with signatures from the bidding airport manager, the on-field operator and fuel provider, and the governing airport authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that the Airport Manager is hereby authorized to file a proposal on behalf of the County of Yuba Airport for consideration as an AOPA Regional Fly-in location for 2015.

BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer, in addition to the Airport Manager, to execute and approve the proposal.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the ____ day of August, 2014, by the following vote:

AYES:

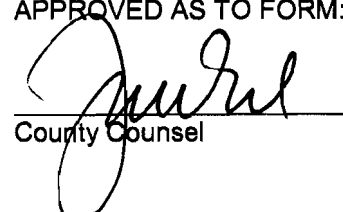
NOES:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:


County Counsel



July 23, 2014

Contact: Steve Hedges
301-695-2159
Steve.Hedges@aopa.org

AOPA ISSUES CALL FOR AIRPORTS TO HOST 2015 REGIONAL FLY-INS

FREDERICK, Md. – Following on the success of its 2014 regional fly-ins, the Aircraft Owners and Pilots Association (AOPA) Wednesday issued a “Request for Airport Proposal” for its series of regional fly-ins for 2015.

Fly-ins offer AOPA members and the public a chance to gather at a local airport on a Saturday to socialize with fellow pilots and aviation enthusiasts, talk to aviation vendors and view display aircraft, participate in clinics and educational forums and eat great food. Each fly-in also includes a Pilot Town Hall hosted by AOPA President Mark Baker.

“We’ve had a fantastic turnout by our members at our fly-ins this year, with a resounding call for more of the same in 2015,” Baker said. “The airports we’re visiting in 2014 have been great to work with and we are thankful for their support of AOPA and general aviation. We are now taking what we’ve learned this year and inviting other airports interested in partnering with us to let us know about the opportunities at their fields.

“I could not be more excited about embarking on another year of engaging with members and the public at some of the best general aviation airports in America.”

Each fly-in 2014 so far has drawn more than 2,000 participants, more than 400 aircraft and 900 vehicles. AOPA has hosted three fly-ins in 2014, with four more scheduled through November.

AOPA’s “Request for Airport Proposal” (RFP) includes both required and desired criteria to help host an AOPA Fly-in. Proposals are due on Sept., 19, 2014. The RFP can be found at: [Fly-in RFP](#).

AOPA is looking for airports with a minimum of two runways, ample aircraft and automobile parking, event space, a nearby “reliever” airport that can handle overflow airplane traffic and an active general aviation community from which to draw support and volunteers.

Added benefits include turf areas for aircraft camping, turf runways and available floatplane landing and mooring facilities, availability of on-airport restaurant or other food and beverage options such as local food trucks or mobile caterers, and on-field entertainment such as museums.

So far in 2014 AOPA has hosted fly-ins in San Marcos, Tex., Indianapolis, Ind., and Plymouth, Mass. The fly-ins will continue Aug. 16 at Spokane, Wash.'s Felts Field Airport (KSFF), Sept. 20 at the Chino, Calif., Airport (KCNO) and Nov. 8 in St. Simons, Ga. (KSSI).

On Oct. 4, AOPA will celebrate its 75th Anniversary with a Homecoming Fly-in at its Frederick, MD., headquarters (KFDK).

ABOUT AOPA

Since 1939, AOPA has protected the freedom to fly for thousands of pilots, aircraft owners and aviation enthusiasts. AOPA is the world's largest aviation member association, with representatives based in Frederick, Md., Washington, D.C., and seven regions across the United States. AOPA provides member services that range from advocacy at the federal, state, and local levels to legal services, flight planning products, safety programs and award-winning media. To learn more, visit www.aopa.org.



Request for Airport Proposals 2015 AOPA Regional Fly-In Locations

Issue Date: July 28, 2014

Proposal Response Deadline: September 19, 2014

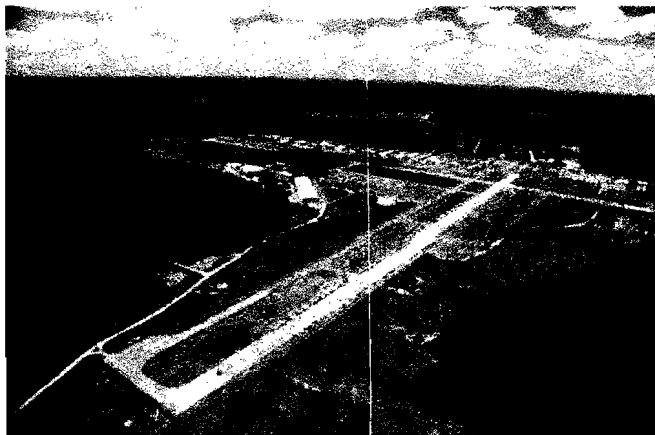
Point of Contact: Chris Eads, AOPA Director of Outreach and Events – 301-695-2183; chris.eads@aopa.org; 421 Aviation Way, Frederick, MD 21701

REQUEST FOR PROPOSAL (RFP) SUMMARY: The Aircraft Owner and Pilots Association (AOPA) is inviting proposals from qualified airports interested in hosting an AOPA Regional Fly-In event at their airport in 2015. Proposals should be co-presented with signatures from the bidding airport manager, at least one on-field FBO/fuel provider, and the governing airport authority (airport commission, board, municipality, etc.). Additional signatories such as local aviation organizations or clubs, local Convention and Visitors Bureau, AOPA Airport Support Network Volunteers, etc. are encouraged.

About AOPA and Our Regional Fly-In Program

ABOUT AOPA: Founded in 1939, the Aircraft Owners and Pilots Association is the largest aviation member association in the world. AOPA effectively advocates for our members and the general aviation community on a variety of legislative, regulatory and airport issues at federal, state and local levels. As passionate advocates for general aviation and our members, AOPA is consistently engaged in improving general aviation safety, growing the general aviation community, and promoting membership engagement and involvement through a variety of aviation events and initiatives.

ABOUT AOPA'S REGIONAL FLY-IN EVENTS: Since our inception, AOPA and our members have been passionate about protecting and promoting general aviation airports. As AOPA President Mark Baker is fond of noting, "everything aviation begins and ends at an airport." With that in mind, and in an effort to engage more of our members where they live and fly, AOPA in 2014 restructured its event format, transitioning from a schedule that focused on one major "AOPA Summit" each year to a series of seven smaller regional events across the country, including a fall "AOPA Homecoming" at our headquarters in Frederick, Maryland.



TYPICAL REGIONAL FLY-IN FORMAT: An AOPA Regional Fly-In primarily consists of a one-day Saturday event scheduled during the most weather-favorable time of the year, and not in conflict with other major regional events. Attendance in 2014 for each Saturday fly-in has averaged

approximately 2,500 people, 450 aircraft, and 900 automobiles. AOPA activities the night before—such as a Rusty Pilots Seminar, a sponsored reception, or an aircraft camping event—attract some attendees to arrive a day early and explore the local community. The Saturday event schedule typically includes a pancake breakfast and a midday lunch event. Throughout the day, attendees enjoy socializing with fellow pilots and attendees, and participating in a variety



of aircraft displays, exhibits, clinics, forums, aviation safety seminars and other functions. The event ends with a “Pilot Town Hall” with AOPA President Mark

Baker, who discusses issues important to general aviation, takes questions from attendees, and in some cases interviews key aviation leaders and elected officials.



Section 1: 2015 Site Selection – Minimum Criteria

BACKGROUND: To ensure a safe, successful, and enjoyable event for our members and the host airport, the following minimum criteria to host an AOPA Regional Fly-In will be considered:

- **Airfield/Airspace**
 - Non-air carrier airport; not currently regulated under Transportation Security Administration Regulation (TSAR) 49CFR Part 1542
 - Minimum of two runways; at least one runway with a minimum 4,000' paved runway length (potentially more based on airport elevation/location)
 - Not located within or below the lateral limits of Class B Airspace
 - Restricted Airspace does not exist in size or proximity to the airport that would hinder high volume of VFR traffic flow to or from the airport
 - Instrument approach available
 - Other nearby general aviation airport that could serve as a reliever field for additional aircraft capacity located no further than a 30-minute drive by ground transportation
- **Aircraft Parking, Automobile Parking, and Aircraft Services**
 - Capacity on airport for no less than 500 light general aviation aircraft to park on a combination of paved surfaces such as ramps, taxiways, and runway



infrastructure; additional potential to use appropriate grass surfaces during dry weather

- Capacity for vehicle parking for no less than 900 automobiles on the airport or in close proximity
- On-field FBO/fuel provider with desire and ability to participate in the event, with the capacity to provide 100LL fuel service to no less than 250 aircraft within 6 hours, and to expand manpower as needed to meet service demands. AOPA is able to assist FBOs with securing volunteers to serve under FBO supervision.
- On-call minor airframe and aircraft powerplant maintenance services

- **Hangar/Event Space**

- Adequate hangar space available for AOPA's use for staging, dining, and education for the "main stage / show center". General minimum is at least one 8,000 square foot hangar available at no cost to AOPA.
- Space in addition to the "main stage" area for seminars, exhibits, forums, or similar activities in hangars or other facilities. This can include outdoor space for temporary event tenting. Airports and/or airport tenants able to provide for additional hangar space for seminars and exhibits will receive extra consideration.
- Adequate available ramp space for static display aircraft. General minimum is at least 90,000 square feet.
- AOPA fly-ins take place rain or shine; available event space will need to be committed for use from Thursday through Sunday for set-up, event, and clean-up.



- **Community**

- Strong, active, and engaged local general aviation community
- Airport management and controlling authority that is a demonstrated supporter of general aviation
- Variety of quality local accommodations, including lodging, restaurants, and other attractions
- Availability of local volunteers, such as state pilot associations, local aviation clubs, EAA chapters, Civil Air Patrol, Boy/Girl Scouts, etc.

Section 2: 2015 Site Selection – Desirable/Optional Criteria

BACKGROUND: In addition to the minimum criteria specified above, AOPA has identified additional criteria that, although optional, are highly desirable and will also be considered and evaluated in the selection process:

- **Sponsor Airport and/or Community Financial Participation**

- Ability of the airport and community to participate in the cost of hosting the event. Such participation may include, but is not limited to:
 - event marketing and promotion
 - provision of event logistical items such as portable restrooms, tents, tables, chairs, golf carts, ground transportation shuttles, water connections, and electrical generators
 - contribution of public safety personnel and equipment such as fire and emergency medical services, law enforcement, and vehicular traffic control, barricades, traffic cones, and signage
- Please describe in your proposal what kind of support (from the list above or other) that the airport and/or community can provide.



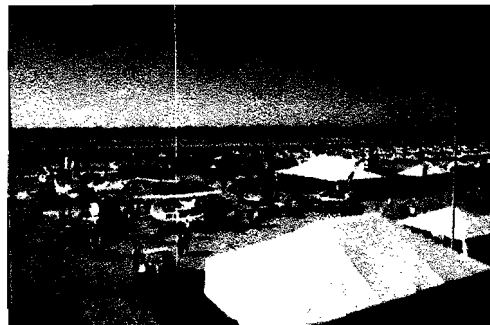
- **On/Near-Airport Amenities**

- Availability of turf area suitable for aircraft camping
- Availability of turf runway
- Availability of seaplane landing/mooring facilities
- Availability of on-airport restaurant or food and beverage options such as local food trucks or mobile caterers
- Location of aviation-related museum or other attraction on or near airport
- Suitable space for recreational RV parking to accommodate drive-in attendees

Section 3: Submittal Requirements

GENERAL SUBMITTAL REQUIREMENTS: Airports interested in hosting an AOPA Regional Fly-In are required to submit a formal written response to this RFP in accordance with the following requirements:

- **Number of Copies:** One (1) hard copy of the entire proposal must be submitted by U.S. Mail, along with one (1) electronic version on CD or USB memory stick in PDF format, mailed to Chris Eads, AOPA Director of Outreach and Events, 421 Aviation Way, Frederick, MD 21701. A PDF may additionally be sent by email for backup to chris.eads@aopa.org.



- **Proposal Content/Organization:** In order to facilitate an equitable, consistent, and efficient review process, proposals must meet the following content/organization criteria:
 - Proposals must explain and address how the airport meets all of the minimum requirements listed in Section 1, as well as how the airport and community may meet any of the additional/desirable criteria listed in Section 2.

- Please present this information in the same order as the criteria listed in Sections 1 and 2 to ensure the Selection Committee is able to quickly locate the information and readily make comparisons between proposals.
- In addition to the descriptions noted above, proposals must also include the following:
 - At least one detailed map of the airport noting the location of proposed aircraft and automobile parking and the parking capacity of each area, and the location of proposed event center. Enclosing photographs of primary event space is recommended.
 - The airport's recommendation for the most favorable time of year to host the fly-in, general local weather patterns, planned airport construction activities, dates and locations of other regional aviation or large community events known at the time of submittal
 - At least three suggested Saturday dates that would be ideal for the fly-in.
 - Information regarding necessary event permitting required by the local municipality or government.
 - Information regarding insurance and/or Use Agreements provided by the airport and other involved parties, as well as any insurance requirements that will be necessary for AOPA to provide.
 - Information regarding the potential reliever airfield, to include airport name, manager, and contact information.
- Proposals may also include a separate packet of general community information and promotional material in addition to the primary proposal.
- **Signatories to Proposal:** Proposals must be submitted jointly by a minimum of the airport manager, the manager of at least one on-field FBO/fuel provider, and the senior member of the airport's governing authority (commission, board, municipality, etc.). Proposals submitted without these three minimum signatures will not be considered. Additional signatories such as local aviation organizations or clubs, local Convention and Visitors Bureau, AOPA Airport Support Network Volunteers, etc. are encouraged.



Section 4: Evaluation and Selection Process

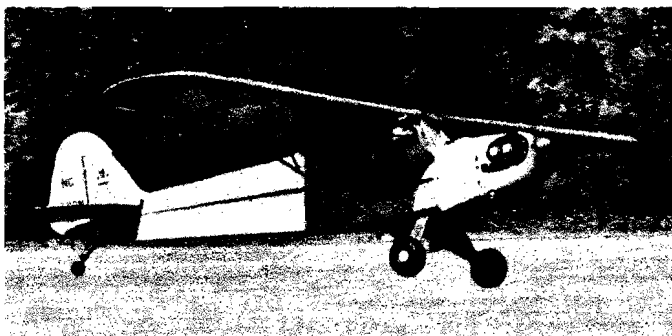
EVALUATION CRITERIA: All responses received will be evaluated by an AOPA Selection Committee. The Selection Committee will evaluate each Proposal based how the airport meets the minimum and desirable/optional criteria outlined in Sections 1 and 2.

SELECTION PROCESS: The Selection Committee will evaluate the written proposals based on the above criteria, and may create a "short-list" of airports in each region based upon responses to the above items. The Selection Committee or individuals from this committee may conduct interviews or site visits with some or all of short-listed airports. These interviews and/or site visits will provide an opportunity

for AOPA and airport leadership, pilots, tenants, and others in the community to meet one another and clarify proposal information.

TENTATIVE SCHEDULE: As AOPA moves forward with planning for our 2015 Regional Fly-In events, it is our intent to meet the following tentative dates for the selection of the 2015 locations. This schedule is subject to revision without notice.

- **AOPA Issues RFP:** *July 23, 2014*
- **RFP Response Deadline:** *September 19, 2014 per the guidelines in Section 3*
- **Select "Short Listed" Airports:** *October, 2014*
- **Airport Visits/Interviews:** *October – November, 2014*
- **Confidential Notice of Selection:** *November, 2014*
- **Confirmation of Airport's commitment to host** *due within 15 business days of selection notice*
- **Publication / Press Release of 2015 Fly-In Locations:** *Winter, 2014-2015*



For more information or questions, please contact Chris Eads, *AOPA Director of Outreach and Events* – 301-695-2183; chris.eads@aopa.org


The County of Yuba

Office of Clerk of the Board of Supervisors



368-14

To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: Behavioral Health Advisory Board

Date: August 26, 2014

Recommendation

Appoint Tamaira Ramsey as a consumer representative and Dennis "Mike" Ayres as an at-large representative to the Behavioral Health Advisory Board for terms ending August 26, 2016 and 2017 respectively.

Background and Discussion

On July 22 2014, your Board dissolved the Mental Health and Substance Abuse Advisory Boards and established the Behavioral Health Advisory Board. Vacancies were posted and members of the dissolved Board were encouraged to submit applications to the newly formed Board. Two representatives have submitted applications. Ms. Tamaira Ramsey whose term would have ended in 2016, and Mr. Dennis Ayres whose term ended in July. Pursuant to the by-laws of the Advisory Board, terms are for three years with the initial appointments to be staggered so that all members terms would not conclude at the same time, therefore, the recommendation for a two and three year term.

Applications are attached for your consideration in addition to a recommendation from Sutter Yuba Mental Health Services.

In light of the expressed interest, it would be appropriate to make appointment at this time.

Fiscal Impact

None.

Committee Action

Brought directly to the Board for consideration.

The County of Yuba

RECEIVED

JUN 16 2014

Application for Board/Commission/Committee Appointed by the Board of Supervisors

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Sutter-Yuba Behavioral Health Advisory Board (Consumer)

APPLICANT NAME: TAMARA RAMSEY

MAILING ADDRESS -
(Street/P.O. Box, City, Zip): Same as below

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE: HOME: WORK: N/A

EMAIL ADDRESS:

OCCUPATION/PROFESSION: Crisis counselor, residential group home
SUPERVISOR/ DISTRICT
NUMBER: counselor

REASONS YOU WISH TO
SERVE ON THIS BODY: In addition to ten years of adolescent
counseling experience, I am a MSW student and want
QUALIFICATIONS: to make a positive contribution to my community.

B.A. in Psychology from CSUS, current MSW student at CSUChico
LIST PAST AND CURRENT
PUBLIC POSITIONS HELD: Sutter-Yuba mental Health Advisory Board
(Consumer) member for Yuba County.

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

DATE

6/16/14

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

RECEIVED

JUN 9 2014



Application for Board/Commission/Committee Appointed by the Board of Supervisors

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE:

~~Yuba-Sutter~~ Behavioral Health
Sutter-Yuba
ADVISORY BOARD

APPLICANT NAME:

DENNIS M AYRES

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

N/A

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Retired ELECTRICIAN

4

REASONS YOU WISH TO
SERVE ON THIS BODY:

MAKE A Difference

QUALIFICATIONS:

2 YEARS Y/S Mental Health Board

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Yuba County Grants Jury - Yuba-Sutter MHAB -
Area 4 Agency on Aging Y-S Consortium

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU
WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF
INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE.

Dennis M Ayres
SIGNATURE

June 6, 2014
DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

**SUTTER-YUBA MENTAL HEALTH SERVICES**


1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520



Tony Hobson, Ph.D.
Assistant Director of Human Services
Director of Mental Health/Alcohol & Drug Program Administrator

Administration Services
(530) 822-7200
FAX (530) 822-7627

Memorandum

DATE: August 12, 2014
TO: Yuba County Board of Supervisors
FROM: Tony Hobson, Ph.D. 
Director of Mental Health

SUBJECT: Recommendation of Members to the Behavioral Health Advisory Board (BHAB)

After careful review and consideration of the applications received to participate on the BHAB, I wish to recommend appointment of the following applicants:

Tamaira Ramsey – Consumer
Dennis "Mike" Ayres – At Large

Please schedule for the next Board of Supervisor Meeting and advise this office (through Sue Hopper) when appointment has been approved. Thank you for your favorable consideration of our request.

TH /sh

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Substance Abuse Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209

Children's System of Care: 822-7478
Youth Services: 822-7513

The County of Yuba

B O A R D O F S U P E R V I S O R S

AUGUST 12, 2014 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:55 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Nicoletti presided.

There was a brief moment of silence honoring soldiers serving in current conflicts around the world.

- I. PLEDGE OF ALLEGIANCE - Led by Appeal Democrat Publisher Glenn Stifflemire.
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present.
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve MOVED: Hal Stocker SECOND: Mary Jane Griego
 AYES: Hal Stocker, Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe
 NOES: None ABSENT: None ABSTAIN: None

A. Clerk of the Board of Supervisors

1. 317-14) Appoint Steve Hammarstrom to the Yuba County Economic Development Advisory Committee to serve at the pleasure of the Board. Approved.
2. (318-14) Approve meeting minutes of July 22, 2014. Approved.
3. (319-14) Appoint Robert Rogers to the Developmental Disabilities Area Board III for a term to expire June 26, 2016. Approved.
4. (320-14) Appoint James F. Purcell to Plumas Lake Specific Plan Design Review Committee for a term to end August 12, 2015. Approved.

B. Clerk-Recorder/Elections

1. (321-14) Adopt resolution establishing business hours for County Clerk/Recorder's office on Friday, August 22, 2014, 8:00 a.m. to 9:00 a.m. and Monday, August 25, 2014, 1:00 p.m. to 5:00 p.m. during the implementation of the Clerk/Recorder's automated system for maintaining official public records. County Clerk Terry Hansen recapped the need for closure, benefits of updating of equipment, and responded to Board inquiries.

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Roger Abe, Andy Vasquez, Hal Stocker, John Nicoletti
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-62, which is on file in Yuba County Resolution No. 45.

C. Community Development and Services

1. (322-14) Approve specification and estimate and authorization for advertisement of bids for the 2014 maintenance of various county roads double chip seal project with a tentative bid opening date of August 27, 2014. Approved.
2. (323-14) Approve specification and estimate and authorization for advertisement of bids for the 2014 maintenance of various county roads hot mix asphalt overlay project with a tentative bid opening date of August 27, 2014. Approved.

D. Emergency Services

1. (324-14) Adopt resolution authorizing Director of Emergency Services and Emergency Operations Manager to apply for Fiscal Year 2014 Emergency Management Performance Grant, further authorizing executing documents as required by application, pertinent documents related to the program and acceptance of grant funds. Adopted Resolution No. 2014-63, which is on file in Yuba County Resolution Book No. 45.
2. (325-14) Adopt resolution authorizing the County Director of Emergency Services and Emergency Operations Manager to apply for Fiscal Year 2014 Homeland Security Grant and authorizing executing documents as required by application, resultant grant and/or any pertinent documents related to the program and acceptance of grant funds. Adopted Resolution No. 2014-64, which is on file in Yuba County Resolution Book No. 45.
3. (326-14) Adopt resolution proclaiming the continued existence of ongoing local drought emergency in County. Adopted Resolution No. 2014-65, which is on file in Yuba County Resolution Book No. 45.

E. Health and Human Services

1. (327-14) Approve agreement with GraceSource Inc. for Differential Response Services under the Child Abuse Prevention, Intervention and Treatment, Community Based Child Abuse Prevention, and County Children's Trust Fund programs. (Human Services Committee recommends approval) Approved.
2. (328-14) Approve third amendment to contract with Sierra Health Care for the Multipurpose Senior Services Program grant and authorize Chair to execute same. Approved.

F. Human Resources and Organizational Services

1. (329-14) Adopt resolution authorizing separation of assets in Nationwide deferred compensation plan between County and Yuba County Superior Court. Adopted Resolution No. 2014-66, which is on file in Yuba County Resolution Book No. 45.
2. (330-14) Approve lactation accommodation policy. (Five minute estimate) Approved.

IV. PUBLIC COMMUNICATIONS

Mr. Rock West - claim against the County

Planning Director Wendy Hartman - Draft Resource Efficiency Plan workshop August 20, 2014, 6:00 p.m.

Public Works Director Mike Lee - County effects of OPUD sewer and water rate increase

V. COUNTY DEPARTMENTS

A. Board of Supervisors

1. (331-14) Consider hosting the INS-DSH California Northern Regional Naturalization of New Citizens presentation for 2015 and take action as appropriate. (Ten minute estimate)

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

2. (332-14) Consider request from Sierra County regarding developing a plan to mitigate fire severity conditions and provide staff direction. (Ten minute estimate) Following Board discussion, the Board referred the matter to County Administrator for review and Board consideration September 9, 2014.
3. (333-14) Receive and approve response to Fiscal Year 2013-2014 Grand Jury Final Report and authorize Chair to execute. (Ten minute estimate) County Administrator Robert Bendorf recapped findings and responses to the Grand Jury Report. Mr. Bendorf responded to inquiries.

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Hal Stocker
AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

B. County Administrator

1. (334-14) Adopt resolution pertaining to tax revenue exchange between the County, Plumas Brophy Fire Protection District, and Olivehurst Public Utility District (detachment of territory from Plumas Brophy Fire Protection District). (Ten minute estimate) County Administrator Robert Bendorf recapped details of detachment, revenue exchange, and responded to Board inquiries.

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-67, which is on file in Yuba County Resolution Book No. 45.

2. (335-14) Consider options for publications of legal notices and provide direction as appropriate. (Ten minute estimate) County Administrator Robert Bendorf recapped needs and purpose for legal publications and responded to inquiries.

Following Board discussion, no action taken with Board concurring department heads have authority based on needs of publications required.

VI. ORDINANCES AND PUBLIC HEARINGS: The Clerk read the disclaimer.

- A. (308-14) Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Chapter 3.40 of the Yuba County Ordinance Code as it relates to Public Employees' Retirement System to include Pre-Retirement Option 2W Death Benefit for local safety members. (Ten minute estimate). (Second reading. Continued from July 22, 2014) (Five minute estimate) Chair Nicoletti opened the public hearing. No one came forward.

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

Adopted Ordinance No. 1535, which is on file in Yuba County Ordinance Book No. 24.

VII. CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. (336-14) Notice from State of California Fish and Game Commission regarding petition received from Center for Biological Diversity to list the flat-tailed horned lizard as endangered. Received.
- B. (337-14) Notice from HDR Inc. enclosing Draft Initial Study / Mitigated Negative Declaration prepared for Yuba County Water Agency on Log Cabin and Our House Diversion Dams Sediment Management Plan. Received.
- C. (338-14) Notice from State of California Wildlife Conservation Board regarding acquisition of conservation easement APN 005-060-017, (American Basin Conservation Easement (High Ridge Ranch) Yuba County Project). Received.
- D. (339-14) Three Letters from Yuba County Auditor enclosing Independent Audit of Financial Records for Browns Valley Cemetery District for year ending June 30, 2012 and 2013, and Camp Far West Irrigation District for year ending June 30, 2012; and Linda Fire Protection District for year ending June 30, 2013. Received.
- E. (340-14) Letter from County Assessor regarding 2014-2015 Yuba County Assessment Roll Summary. Received.
- F. (341-14) Notice from Federal Energy Commission regarding PG&E license for Narrows No. 2 Transmission Line project. Received.
- G. (342-14) Letter from City of Marysville regarding consolidation election regarding sales tax and City Council Members for the General Election to be held November 4, 2014. Received.
- H. (343-14) Notice from State of California Water Resources Control Board of petitions for temporary water transfer-exchange under Contra Costa Water District Permit. Received.
- I. (344-14) Letter from American Lung Association in California regarding State of Tobacco Control Report. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- Meetings attended:
 - FRAQMD Directors meeting August 4, 2014
 - LAFCO Directors meeting August 6, 2014
 - SACOG Transportation Committee meeting August 7, 2014

Supervisor Abe: Yuba Sutter Fair and Auction

Supervisor Stocker: Received consensus for letter of support for Yuba Region Regional Water Management grant funding from 2014 Drought Grant Solicitation Water Agency

Legislative Affairs Coordinator Russ Brown: Pending legislation before the Legislature

Supervisor Nicoletti:

- Memorial Adjournment: Mr. Mike McPhearson, Mr. John Weiber, Ms. Sarah Buckley
- Meetings Attended:
 - Peach Tree Health Care Directors meeting July 31, 2014
 - FRAQMD Directors meeting August 4, 2014
 - Feather River Regional Flood Management met August 6, 2014
 - Marysville Oversight Committee
 - Chamber of Commerce Government Affairs Committee held August 5, 2014

IX. CLOSED SESSION: The Board retired into closed session at 11:15 a.m. and returned at 12:40 p.m. with all present as indicated above.

- A. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim/Henry Denied by unanimous vote.
- B. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim/Irwin By unanimous vote instructed to pursue potential settlement.
- C. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim Instructions provided to consider settlement.
- D. Pending litigation pursuant to Government Code §54956.9(e)(3) - Two Claims/Friend and Moore Denied by unanimous vote.
- E. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment - Health and Human Services Director Interim Director Jennifer Vasquez appointed Director.
- F. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDA/YCEA Bargaining Unit 2 and County of Yuba Direction provided.
- G. Personnel pursuant to Government Code §54957(b)(1) - Public Employee Discipline/Dismissal/Release By unanimous vote the Board accepted in part and rejected in part the decision of the arbitrator and upheld the department head decision to dismiss employee

X. RECESS TO 6:00 P.M.: The Board recessed at 12:45 p.m. and reconvened at 6:02 p.m. with all present as indicated above except Supervisor Stocker.

XI. COUNTY ADMINISTRATOR

- A. (345-14) Adopt resolution approving and authorizing execution of deposit/reimbursement agreement relative to issuance of special tax bonds for Improvement Area C of Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) and authorizing actions related to the bonds; and Adopt resolution reducing maximum special tax for single family residential property in Improvement Area C of Community Facilities District No. 2005-1, clarifying rate and method of apportionment of special tax and authorizing related actions necessary to implement. (Twenty minute estimate) County Administrator Robert Bendorf indicated associates present of Mr. Paul Thimmig, Bond Counsel; Mr. Tom Johnson, Philmann & Rolaff; and Woodside representatives.

Supervisor Stocker joined the meeting at 6:05 p.m.

Mr. Bendorf provided a brief Power Point presentation recapping the following:

- CFD formation in 2005
- Landowner vote
- Authorized maximum tax of \$1,550 and which expires 2044/2045
- Infrastructure completed and accepted for streets, water, sewer, and drainage
- Woodside Homes submittal of over \$4.0 million in reimbursement requests for infrastructure completed
- Property status of 207 lots
- Current tax information and total estimated tax

Mr. Bendorf further recapped the circumstances which lead to the delay of the issuance of bonds and the levying of special taxes, and the proposed actions which would impose the tax, sale of bonds, and responded to inquiries.

Mr. Craig Sandberg, Woodside Homes, recapped circumstances which led to the request before the board, reduction in the maximum tax to \$1,240, and initial and current outreach to homeowners, and responded to Board inquiries.

The following individuals spoke:

- Mr. Paul Laino, Kirkhill Drive
- Mr. Michael Brown, Kirkhill Drive
- Mr. Will Joseph, Stonehaven Drive
- Ms. Robin Yerxa, Stonehaven
- Ms. Betty Mello, Stonehaven
- Mr. Ron Weaver, Lochcarron
- Mr. Fermin Barriga, Kirkhill Drive
- Ms. Noel Costa, Turnberry Drive
- Mr. William Rutter, Stonehaven Drive
- Mr. Boyd Lacurelle, Redgold Street
- Mr. Roger Zehr, Kirkhill Drive
- Mr. Kyle Foreman, Turnberry Drive
- Ms. Elizabeth Quintero, Inverness Court
- Ms. Maureen Ezekwe, Stonehaven Drive

- Mr. Craig Grays, Inverness Court
- Ms. Pam Slaughtery, Inverness Court
- Mr. Arthur Williams
- Ms. Darlene Sanchez

Mr. Sandberg responded to public comments and inquiries.

Financial Advisor Tom Johnson and Bond Counsel Paul Thimmig responded to public comments and board inquiries.

Treasurer-Tax Collector Dan Mierzwa responded to Board inquiries regarding county liability exposure and credit rating.

Supervisor Griego moved to adopt the resolution reducing maximum tax and amending the proposed resolution to levy tax in Fiscal Year 2015-2016, amend the maximum special tax to \$1,000, and make the last year of tax to be levied Fiscal Year 2040/2041. Motion died for lack of a second.

Following Board discussion, Mr. Sanford advised Woodside would accept the motion lowering the annual tax to \$1,000, however, requested the last year remain 2044/45.

MOTION: Move to adopt resolution reducing maximum special tax for single family residential property in Improvement Area C of Community Facilities District No. 2005-1, clarifying rate and method of apportionment of special tax and authorizing related actions necessary to implement and amending the resolution to defer levy of tax in Fiscal Year 2015-2016, amend the maximum special tax to \$1,000, and make the last year of tax to be levied Fiscal Year 2040/2041

MOVED: Mary Jane Griego SECOND: Andy Vasquez

AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-69 as amended, which is on file in Yuba County Resolution Book No. 45.

MOTION: Move to adopt resolution approving and authorizing execution of deposit/reimbursement agreement relative to issuance of special tax bonds for Improvement Area C of Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) and authorizing actions related to the bonds

MOVED: Mary Jane Griego SECOND: Andy Vasquez

AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-68 which is on file in Yuba County Resolution Book No. 45.

XII. ADJOURN: 9:02 p.m. in memory of Ms. Sarah Buckley, Mr. Mike McPhearson, and Mr. John Weiber.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

• Elections (530) 749-7855
• Recorder (530) 749-7850

• Clerk (530) 749-7851
• Fax (530) 749-7854



Ms. Terry A. Hansen

TO: Board of Supervisors

FROM: Terry A. Hansen, Clerk/Recorder – Registrar of Voters

SUBJECT: Election Consolidation Request

DATE: August 13, 2014

Recommendation:

Adopt resolution ordering consolidation of elections for the November 4, 2014 Consolidated Statewide General Election.

Background and Discussion:

Whenever two or more elections of any district, city, county, or other public subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing board or officer calling the election (Elections Code Section 10400);

Whenever one of the elections to be consolidated is a statewide election, the district, city or other political subdivision shall file with the Board of Supervisors, and a copy to the County Clerk, a resolution of the governing board requesting such consolidation and setting forth the exact form of any question, proposition or office to be voted upon at such election as the same is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation. (Elections code Sections 10401, 10403);

Fiscal Impact:

Schools, special districts and municipalities will bear a prorated cost of election services.

Committee:

None

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION ORDERING CONSOLIDATION)

OF ELECTIONS FOR NOVEMBER 4, 2014) RESOLUTION NO. _____

WHEREAS, whenever two or more elections of any district, city, county, or other public subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or officer calling the election. (Elections Code Section 10400):

WHEREAS, whenever one of the elections to be consolidated is a statewide election, the district, city or other political subdivision shall file with the Board of Supervisors, and a copy to the County Clerk, a resolution of its governing board requesting such consolidation and setting forth the exact form of any question, proposition or office to be voted upon at such election as the same is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation. (Elections Code Section 10401, 10403):

WHEREAS, the following districts have requested their elections of governing board members of board of directors be consolidated with the November 4, 2014 General Election:

Board of Education, Community Colleges and School Districts:

- Yuba County Board of Education
- Yuba Community College District
- Wheatland Union High School District
- Wheatland Elementary School District
- Marysville Joint Unified School District
- Camptonville Union Elementary School District
- Plumas Lake Elementary School District
- Nevada County Board of Education
- Nevada Joint Union High School District

Special Districts:

- Browns Valley Irrigation District
- Foothill Fire Protect District
- Linda Fire Protection District
- Linda County Water District
- North Yuba Water District
- Olivehurst Public Utilities District
- Plumas Brophy Fire Protect District
- Loma Rica / Browns Valley Community Services District

WHEREAS, the following cities have requested their elections of city council members be consolidated with the November 4, 2014 General Election:

- City of Marysville
- City of Wheatland

WHEREAS, the following jurisdictions have requested the following measures to be consolidated with the November 4, 2014 General Election:

- Measure W – City of Marysville Sales Tax Measure
- Measure X – Olivehurst Public Utility District – Fire Service Area
- Measure Y – City of Marysville – Advisory Measure

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby order consolidation of the school, special district and city elections listed above with the general election to be held on November 4, 2014, insofar as said election is to be held in the same territory or in territory that is in part the same.

PASSED AND ADOPTED this _____ day of _____
2014, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

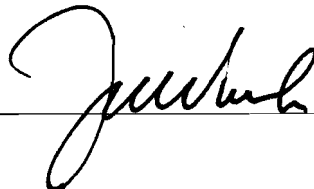
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



BUILDING 371-14
749-5440 • Fax

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

August 26, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS 

SUBJECT: Accept North Beale Road Median Safety Project Improvements as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept the project as complete and authorize the Public Works Director to sign and record the Notice of Completion.

BACKGROUND:

R & R Horn Contractors, Inc. was awarded the contract for Road Improvements (Raised Center Median) North Beale Road (Lindhurst Avenue to Linda Avenue) Project in the amount of \$1,106,562 on November 13, 2012. Actual construction cost was \$1,062,781.87. The project consisted of constructing a raised center median, landscape improvements, slurry seal, and traffic striping and markings on North Beale Road from Lindhurst Avenue to Linda Avenue in Yuba County.

DISCUSSION:

The Contractor has completed the work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the Public Works Budget, and the request is routine in nature.

FISCAL IMPACT:

Federal safety funding of \$900,000 was used with the remaining \$162,782 coming from the Road Fund.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
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372-14

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749-5430 • Fax 749-5434

August 26, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept Timbuctoo Road over Deep Ravine No.1 Bridge Replacement Project as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept the project as complete and authorize the Public Works Director to sign and record the Notice of Completion.

BACKGROUND:

Viking Construction Company, Inc. was awarded the contract for the Timbuctoo Road over Deep Ravine No.1 Bridge Replacement Project on November 5, 2013. The project consisted of replacing the bridge and bridge approaches on Timbuctoo Road crossing Deep Ravine No.1. The work in general included removing the old bridge and replacing it with a wider, concrete box girder structure, reconstructing the roadway approaches and constructing drainage improvements. The construction cost for this structure was \$1,292,911.00.

DISCUSSION:

The Contractor has completed the work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the Public Works Budget, and the request is routine in nature.

FISCAL IMPACT:

The project was funded 100% through the federal HBP program.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



BUILDING

749-5440 • Fax 749-5616

CODE ENFORCEMENT

749-5455 • Fax 749-5464

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FINANCE AND ADMINISTRATION

749-5430 • Fax 749-5434

DATE: August 26, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, COUNTY SURVEYOR

SUBJ: FINAL MAP UNDER REVIEW PENDING APPROVAL

.....

NOTICE TO BOARD OF SUPERVISORS

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Subdivision Ordinance §11.15.440 and §11.15.445, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval and acceptance of offers of dedications:

Tract Map No. 2006-0044, Plumas Lake Phase 3 (formerly known as Plumas Lake Phase 2B-3)

This map, consisting of 5 sheets, encompasses a total of 11.55 acres, lying within the Plumas Lake Subdivision and is a phase of the conditionally approved Tentative Subdivision Tract Map TSTM 2002-598. It consists of 49 single family residential lots together with offers of dedication for interior roads and public service, landscape, pedestrian and drainage easements.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map TSTM 2002-598, Plumas Lake Subdivision.

Note: Map copies of the above referenced project are available for review in the Clerk of the Board of Supervisors office or from the County Surveyor, Department of Public Works.

Michael Lee, County Surveyor

TRACT MAP NO. 2006-0044
PLUMAS LAKE PHASE 3
A PORTION OF PARCEL 3 AS SHOWN ON
PARCEL MAP NO. 2004-09, BK. 77 MAPS, PG. 34
LYING WITHIN SECTIONS 5 & 8, T.13 N., R.4 E., M.D.M.
YUBA COUNTY, CALIFORNIA
AUGUST, 2014
MORTON & PITALO, INC.

OWNER'S STATEMENT:

WE THE UNDERSIGNED, AS HOLDERS OF THE RECORD TITLE INTEREST OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDING OF "TRACT MAP NO. 2006-0044, PLUMAS LAKE PHASE 3" AND HEREBY IRREVOCABLY OFFER FOR DEDICATION THE FOLLOWING:

(A) IN-FEE SIMPLE TO THE COUNTY OF YUBA FOR ROAD RIGHT-OF-WAY PURPOSES ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS PEMBROKE DRIVE, JAY HATCH WAY, PARKERSON WAY, BROWLEY COURT AND TUDOR WAY.

(B) EASEMENTS FOR PEDESTRIAN PURPOSES, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, CENTRALIZED MAIL DELIVERY UNITS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND OF VARIOUS WIDTHS LYING CONTIGUOUS TO THE DRIVE, WAYS AND COURT AS SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (L.E.).

(C) EASEMENTS FOR WATER, SEWER, STORM DRAIN AND GAS PIPES, ELECTROLINERS, OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE AND TELECOMMUNICATION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND OF VARIOUS WIDTHS LYING CONTIGUOUS TO THE DRIVE, WAYS AND COURT AS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

KB HOME SACRAMENTO INC., A CALIFORNIA CORPORATION,
FORMERLY KNOWN AS KB HOME NORTH BAY INC., A CALIFORNIA CORPORATION
3005 DOUGLAS BLVD., SUITE 250
ROSEVILLE, CA 95661

PRINT NAME _____

TITLE _____

NOTARY ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME, _____, A _____

NOTARY PUBLIC, PERSONALLY APPEARED _____

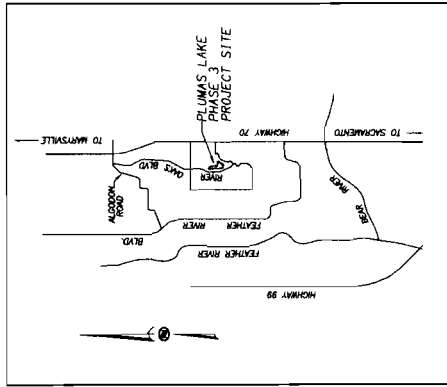
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I, CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY _____
MY COMMISSION EXPIRES _____



VICINITY MAP
NO SCALE

SURVEYOR'S STATEMENT:

THIS FINAL MAP ENTITLED "TRACT MAP NO. 2006-0044, PLUMAS LAKE PHASE 3" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. THE REQUIREMENTS OF THE SACRAMENTO COUNTY MAP ACT AND LOCAL ORDINANCE HEREBY STATE THAT THE FINAL MAP IS TRUE AND COMPLETE AS SHOWN AND SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET UPON COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS ON OR BEFORE AUGUST 31, 2015, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED _____

CHRISTOPHER J. GORGES, PLS 7350
LICENSE EXPIRES: 12/31/2015



NOTE

A STATEMENT OF TAX STATUS AND ADDITIONAL INFORMATION DOCUMENT CONTAINING CERTIFICATES, STATEMENTS AND ACKNOWLEDGMENTS FOR TRACT NO. 2006-0044 FOR KB HOME SACRAMENTO INC. IS BEING CONCURRENTLY RECORDED AT DOCUMENT NO. _____ OFFICIAL RECORDS OF YUBA COUNTY.

COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF "TRACT NO. 2006-0044, PLUMAS LAKE PHASE 3" THAT THE MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

DATE: _____

MICHAEL LEE, PLS 7853
COUNTY SURVEYOR, YUBA COUNTY



TRACT MAP APPROVAL AND DEDICATION STATEMENT

THE UNDERSIGNED OFFICER ON BEHALF OF THE COUNTY OF YUBA PURSUANT TO AUTHORITY CONFERRED BY SECTION 11.15.445, CHAPTER 11.15 OF TITLE XI OF THE YUBA COUNTY ORDINANCE CODE, HEREBY FINDS THE FINAL MAP FOR TRACT NO. 2006-0044, PLUMAS LAKE PHASE 3, TO BE IN CONFORMANCE WITH THE CONDITIONALLY APPROVED TENTATIVE MAP AND THEREFORE HEREBY APPROVES THE WITHIN FINAL MAP.

THE UNDERSIGNED OFFICER ALSO ACCEPTS ON BEHALF OF THE PUBLIC THE IRREVOCABLE OFFER OF DEDICATION OF ITEMS A, B AND C AS STATED IN THE OWNER'S STATEMENT ON THE FINAL MAP OF "TRACT MAP NO. 2006-0044, PLUMAS LAKE PHASE 3".

SHOULD THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH PROPERTY WAS DEDICATED IN FEE SIMPLE NO LONGER EXISTS, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, OR THE COUNTY OF YUBA SHALL RECONNECT THE ABOVE DESCRIBED PUBLIC UTILITIES, THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, DOUGLAS BOULEVARD, SUITE 250, ROSEVILLE, CA 95661 OR TO THE SUCCESSOR(S) IN INTEREST PURSUANT TO GOVERNMENT CODE SECTION 66477.5, IN

DATE: _____

MICHAEL LEE
COUNTY SURVEYOR

RECORDER'S STATEMENT:

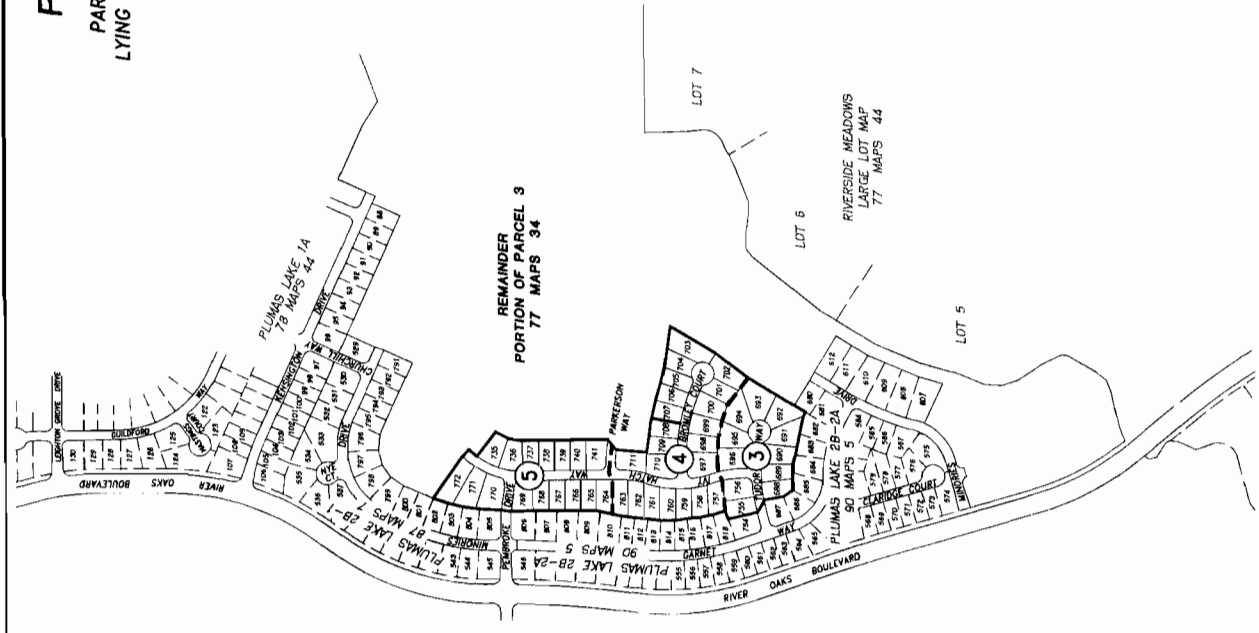
FILED THIS _____ DAY OF _____ 2014 AT _____
IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF
MORTON & PITALO, INC.

DOC NO. _____

TERRY A. HANSEN
YUBA COUNTY RECORDER

BY: _____

TRACT MAP NO. 2006-0044
PLUMAS LAKE PHASE 3
 A PORTION OF PARCEL 3 AS SHOWN ON
 PARCEL MAP NO. 2004-09, BK. 77 MAPS, PG. 34
 LYING WITHIN SECTIONS 5 & 8, T.13 N., R.4 E., M.D.M.
 YUBA COUNTY, CALIFORNIA
 AUGUST, 2014
 MORTON & PITALO, INC.



LEGEND

-DIMENSION POINT - NOTHING FOUND OR SET
-DIMENSION POINT - NOTHING FOUND OR SET
-FOUND MONUMENT AS NOTED
-SET 1" IRON PIPE W/PLASTIC PLUG STAMPED L.S. 7350
-FOUND 1" IRON PIPE W/PLASTIC PLUG STAMPED L.S. 7350 PER (2)
-FOUND 1" IRON PIPE W/PLASTIC PLUG STAMPED L.S. 7350 PER (1)
-FOUND STANDARD MONUMENT WELL W/BRASS DISK STAMPED L.S. 7350 PER (2)
-SET STANDARD MONUMENT WELL W/BRASS DISK STAMPED L.S. 7350
-FOUND SLASH ON BACK OF CURB ON LOT LINE PROJECTED PER (2)
-FOUND SLASH ON BACK OF CURB ON LOT LINE PROJECTED PER (1)
-SET SLASH ON BACK OF CURB ON LOT LINE PROJECTED
-PUBLIC UTILITY EASEMENT
-LANDSCAPE EASEMENT
- (R).....RADIAL LINE

REFERENCES

- (1).....RECORD DATA PER TM NO. 2006-43 "PLUMAS LAKE PHASE 2B-2A" BOOK 90 OF MAPS, PAGE 5, YUBA COUNTY RECORDS.
- (2).....RECORD DATA PER TM NO. 2004-57 "PLUMAS LAKE PHASE 2B-1" BOOK 87 OF MAPS, PAGE 7, YUBA COUNTY RECORDS.

NOTES

1. EASEMENTS THAT MAY OR MAY NOT AFFECT THE LOTS SHOWN HEREON BUT WHICH ARE INDEFINITE AS TO EXACT LOCATION ARE RECORDED IN THE OFFICE OF THE YUBA COUNTY RECORDER, YUBA COUNTY, CALIFORNIA IN THE FOLLOWING DOCUMENTS: 8, 107 AND 113 O.R. 189. EASEMENT FOR DRAINAGE AND THE (1) 113 O.R. 189 TO MAINTAIN EXISTING DRAINAGE CANALS AND DITCHES TO TITLE INSURANCE AND GUARANTY COMPANY.
- (2) 108 O.R. 438. PERPETUAL EASEMENT FOR DRAINAGE TO TITLE INSURANCE AND GUARANTY COMPANY.
2. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7350. ALL FRONT AND SIDE LOT CORNERS WILL BE REFERENCED WITH A SLASH AT BACK OF CURB ON LOT LINE PROJECTED. SEE TYPICAL LOT MONUMENTATION DETAIL ON SHEETS 3 AND 4.
3. A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE-KUHL AND ASSOCIATES, INC., FILE NO. WKA 5343 D2 DATED JANUARY 2, 2003. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE YUBA COUNTY BUILDING INSPECTOR.
4. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
5. LOT NUMBERS 712 THRU 734, INCLUSIVE, AND 742 THRU 764, INCLUSIVE, WERE INTENTIONALLY LEFT OFF THIS FINAL MAP AND WILL BE SHOWN ON THE FINAL MAP OF A SUBSEQUENT PLUMAS LAKE PHASE.

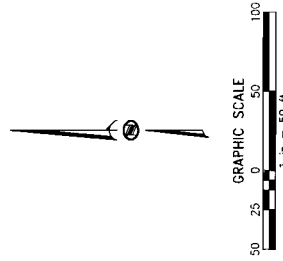
SUBDIVIDED AREA

TOTAL AREA OF SUBDIVISION — 11.548 ACRES
 AREA WITHIN LOTS — 9.636 ACRES
 AREA WITHIN STREETS — 1.912 ACRES

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF PEMBROKE DRIVE AS SHOWN ON THE MAP OF TRACT NO. 2004-57, PLUMAS LAKE PHASE 2B-1 FILED IN BOOK 87 OF MAPS, PAGE 7, YUBA COUNTY RECORDS. THE BEARING OF WHICH IS SHOWN AS 89°43'28" E AND WAS ESTABLISHED FROM MONUMENTS SHOWN HEREON AS FOUND.

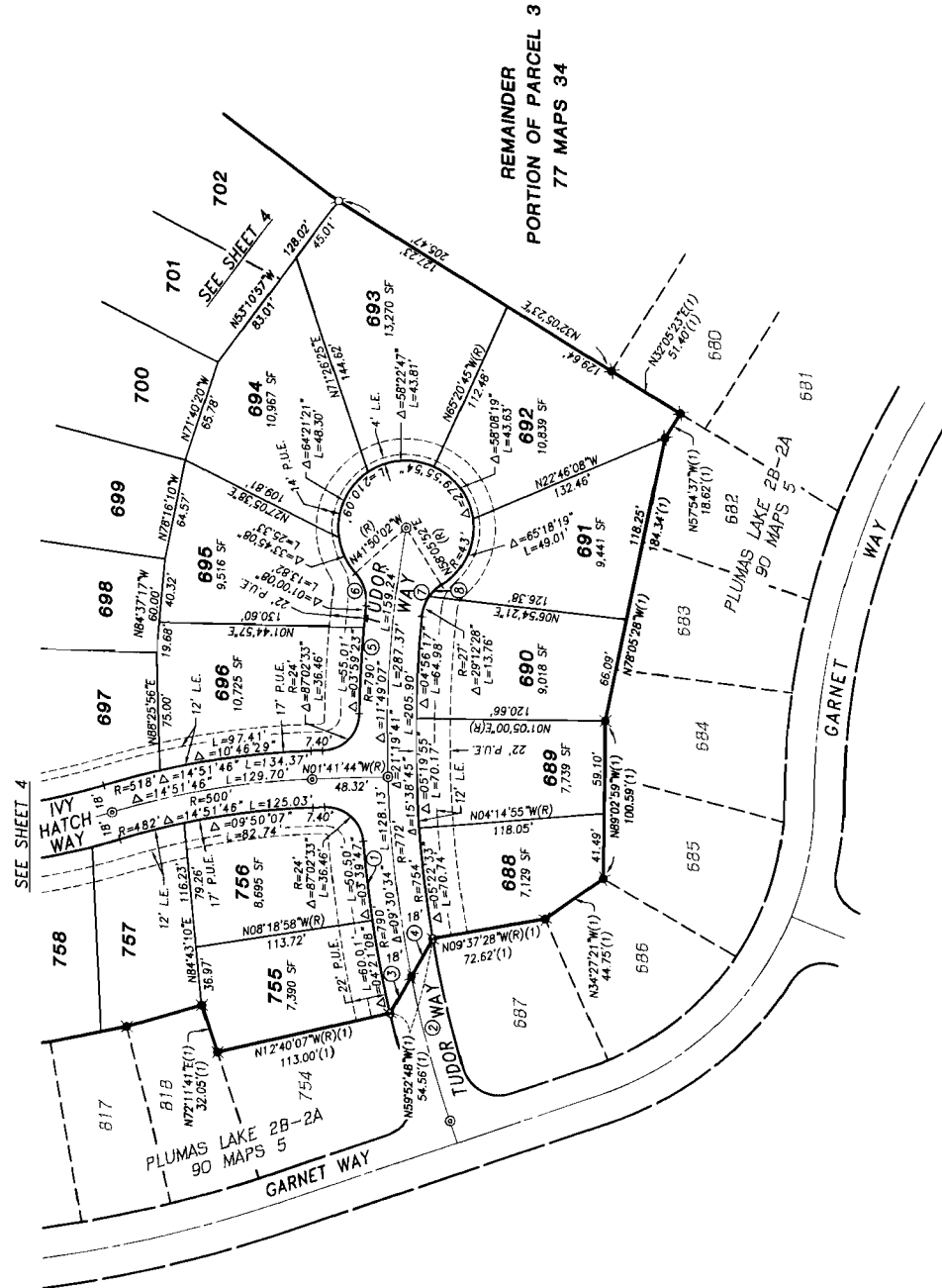
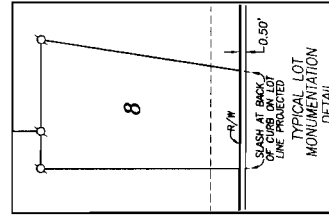
TRACT MAP NO. 2006-0044
PLUMAS LAKE PHASE 3
 A PORTION OF PARCEL 3 AS SHOWN ON
 PARCEL MAP NO. 2004-09, BK. 77 MAPS, PG. 34
 LYING WITHIN SECTIONS 5 & 8, T.13 N., R.4 E., M.D.M.
 YUBA COUNTY, CALIFORNIA
 AUGUST, 2014
 MORTON & PITALO, INC.



NOTE
 SEE SHEET 2 FOR NOTES, LEGEND
 AND BASIS OF BEARINGS.

TABULATION

1. R=790' Δ=08°00'55" L=110.52'
2. R=772'(1) Δ=07°07'54"(1) L=96.09'(1)
3. N59°52'48"W(1) L=26.67'(1)
4. N59°52'48"W(1) L=26.67'(1)
5. R=790' Δ=08°00'55" L=110.52'
6. R=27' Δ=48°05'16" L=22.66'
7. R=27' Δ=48°05'16" L=22.66'
8. R=27' Δ=52°04'35" L=24.54'
9. R=27' Δ=52°04'35" L=24.54'
10. R=27' Δ=52°04'35" L=24.54'



TRACT MAP NO. 2006-0044

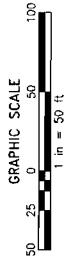
PLUMAS LAKE PHASE 3

A PORTION OF PARCEL 3 AS SHOWN ON
PARCEL MAP NO. 2004-09, BK. 77 MAPS, PG. 34
LYING WITHIN SECTIONS 5 & 8, T.13 N., R.4 E., M.D.M.

YUBA COUNTY, CALIFORNIA

AUGUST, 2014

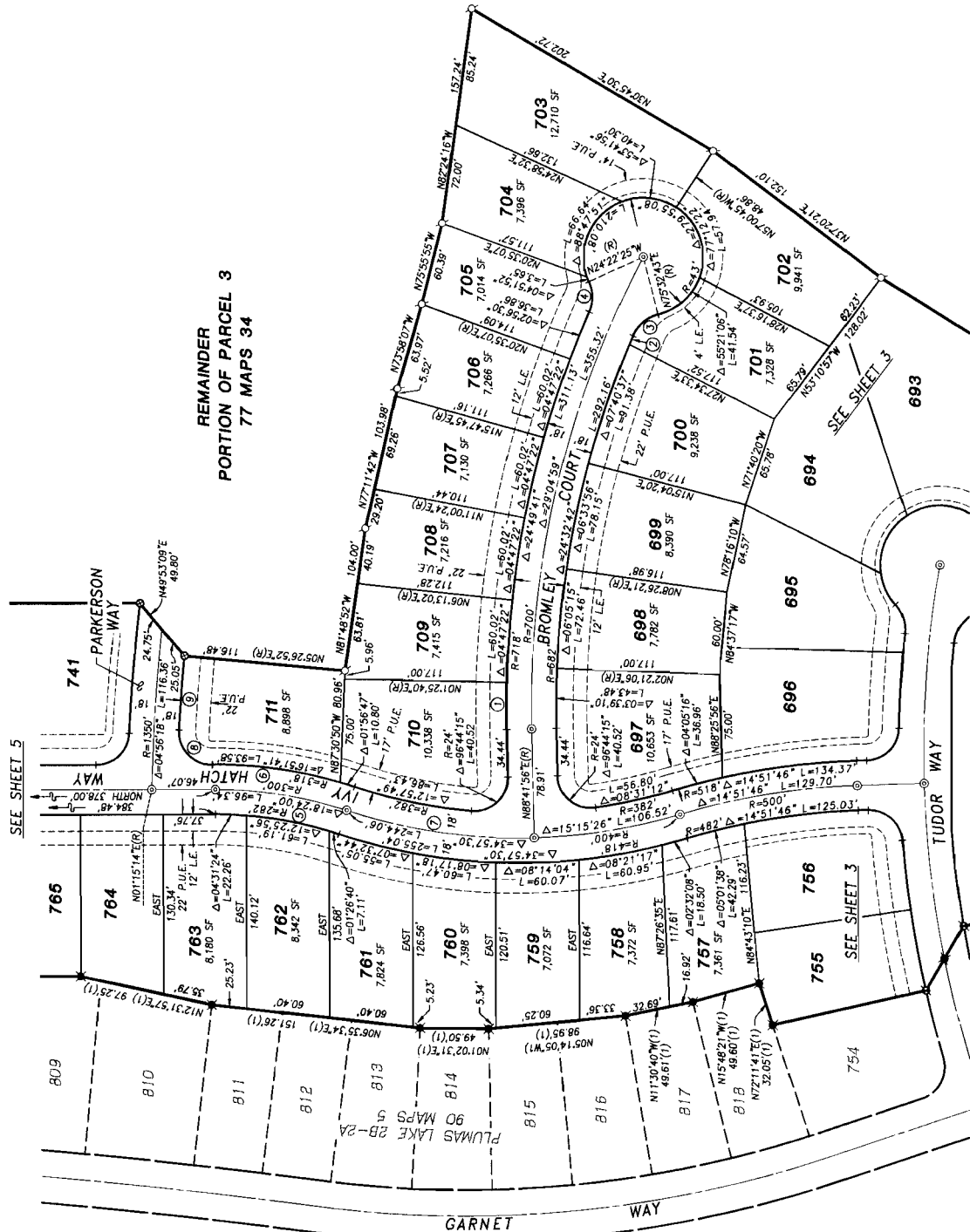
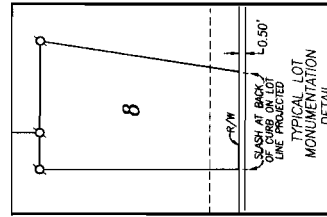
MORTON & PITALO, INC.



NOTE
SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS OF BEARINGS.

TABULATION

1. R=718' Δ=02°43'43" L=34.20'
2. R=682' Δ=00°33'43" L=6.69'
3. R=27' Δ=52°19'05" L=24.65'
4. R=282' Δ=18°24'00" L=260.56'
5. R=318' Δ=18°48'27" L=104.39'
6. R=400' Δ=19°42'04" L=137.54'
7. R=24' Δ=83°32'33" L=9.18'
8. R=1332' Δ=02°19'46" L=53.77'



TRACT MAP NO. 2006-0044

PLUMAS LAKE PHASE 3

A PORTION OF PARCEL 3 AS SHOWN ON
PARCEL MAP NO. 2004-09, BK. 77 MAPS, PG. 34
LYING WITHIN SECTIONS 5 & 8, T.13 N., R.4 E., M.D.M.

YUBA COUNTY, CALIFORNIA

AUGUST, 2014

MORTON & PITALO, INC.

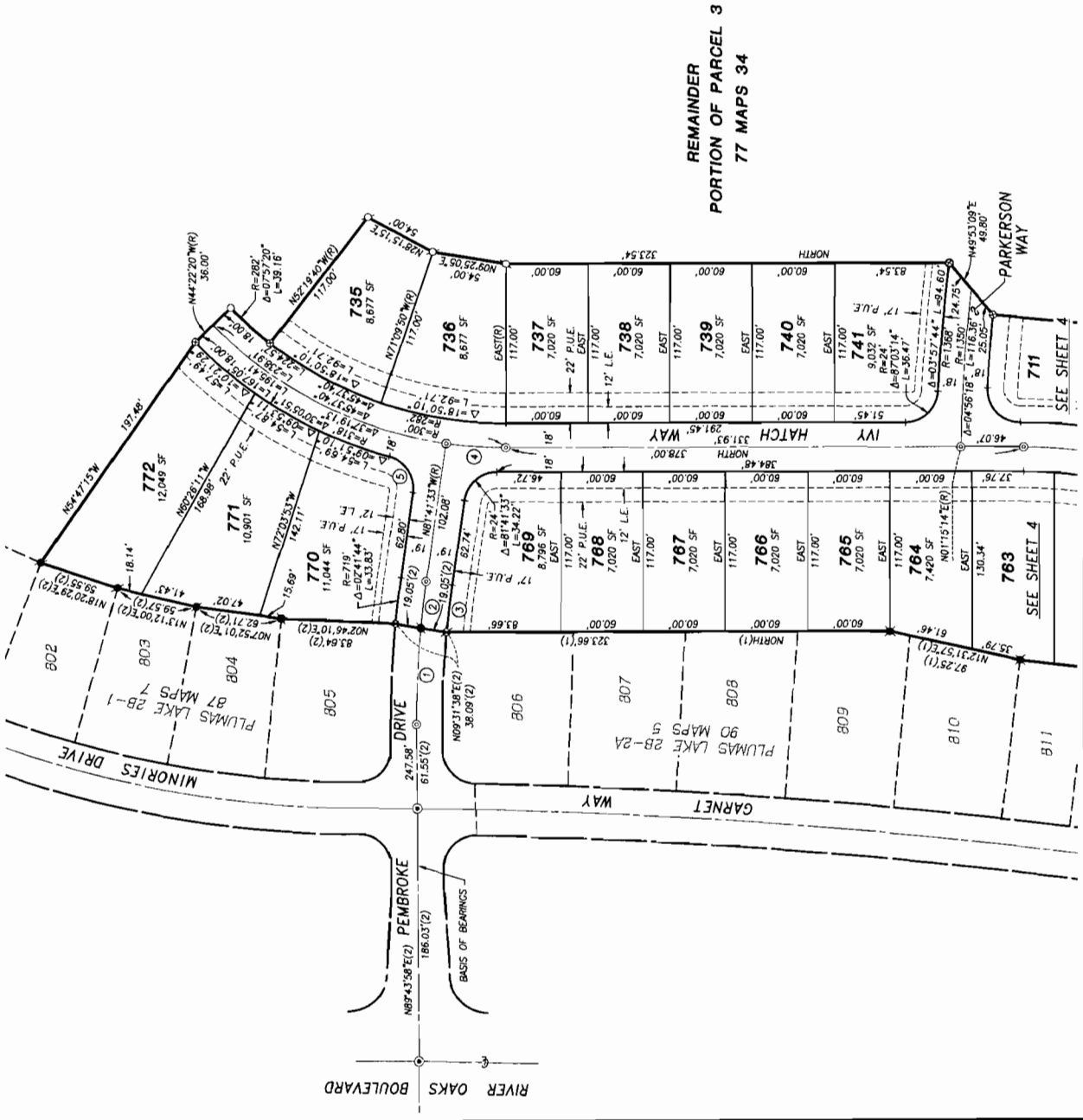
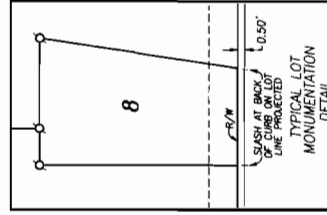


NOTE

SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS OF BEARINGS.

TABULATION

1. R=700'(1)(2) Δ=05°46'21"(1)(2) L=70.52'(1)(2)
2. R=700' Δ=02°49'08" L=54.24'
3. R=681' Δ=02°54'52" L=54.64'
4. R=300' Δ=08°18'27" L=43.50'
5. R=24' Δ=82°46'37" L=54.67'



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



BUILDING 374-14
749-5440 • Fax 749-5440

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

August 26, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award contract to Apparent Low Bidder for the Powerline Road Bike/Ped Improvements Phase II

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above project to the apparent low bidder, and to authorize its chairman to execute the contract pending contract approval by County Counsel.

BACKGROUND:

This project consists of reconstructing the roadway and adding drainage facilities, bike lanes, curb, gutter and sidewalk from 15th Avenue to the north side of 9th Avenue. The project will be funded through the federal Congestion Mitigation and Air Quality program (CMAQ), and Local Funds.

The bids were as shown on the attached sheet.

DISCUSSION:

The work in general will add turn pockets, drainage facilities, bike lanes, curb, gutter and sidewalk and will reconstruct the existing roadway. Striping and signage will also be added. The engineer's estimate for the construction of the project and construction engineering is approximately \$1,265,000. The project is expected to be completed by December 2014.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

FISCAL IMPACT:

The project will be funded with CMAQ (\$913,485), with the remaining balance coming from the Road Fund.

The bid results were received as follows:

<u>R & R Horn Contractors, Inc.</u>	<u>\$1,347,188.00</u>
<u>Knife River Construction</u>	<u>\$1,420,596.20</u>
<u>Patterson Taber General Engineering, Inc.</u>	<u>\$1,433,576.55</u>
<u>Teichert Constnution</u>	<u>\$1,451,111.45</u>
<u>Western Engineering Contractors, Inc.</u>	<u>\$1,458,325.90</u>
<u>George Reed, Inc.</u>	<u>\$1,475,961.25</u>
<u>DeWitt Brothers & Co., Inc.</u>	<u>\$1,540,169.60</u>
<u>Martin General Engineering, Inc.</u>	<u>\$1,559,228.25</u>
<u>Sierra National Construction, Inc.</u>	<u>\$1,593,905.65</u>



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Administrative Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

Phone: (530) 749-7575
 Fax: (530) 749-7312
 Email: rbendorf@co.yuba.ca.us
jfleming@co.yuba.ca.us
rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

DATE: August 26, 2014
 TO: Board of Supervisors
 FROM: Russ Brown, Communications & Legislative Affairs Coordinator
 SUBJECT: Position letters on four legislative bills

Recommended Action: Authorize Chair to sign letters taking position on three bills currently being considered by the Legislature.

Background & Discussion: In March of this year, the Board received an update on legislative bills in the State Legislature that in some way would impact individuals, businesses and government operations in Yuba County. The list was forwarded to our lobbyists and state associations for the purposes of monitoring and influence. A majority of those bills have either failed or have been amended to the point that they became inconsequential to Yuba County.

The Legislative Affairs Coordinator advised the Board on August 5, 2014, that six bills were anticipated to be presented. Since that time, AB 280 (Alejo), a bill related to elections preclearance requirements, was held in the Senate Appropriations Committee, where it effectively died. The same fate came to AB 2670 (Medina), a bill related to the Small Business Technical Act of 2014. A third bill, SB 1219 (Torres), a bill related to services after retirements, is undergoing changes and is currently not a candidate for comment at this time.

For the remaining three legislative bills, discussions took place with department heads, associations, and lobbyists to determine appropriate positions for the Board:

AB 1826 (Chesbro) – Solid waste and organic waste. Letter of Opposition. This bill seeks to require businesses that generate a specified amount of organic waste per week to arrange for recycling services in a specified manner. A recent amendment to the bill lowered the threshold for required participation by counties from populations of at least 100,000 to 70,000 and thus now includes Yuba County. The Regional Waste Management Authority felt we had local process in place that would meet statewide recycling goals and see our inclusion as unnecessary and possibly even costly to local businesses.

AB 2126 (Bonta) – Arbitration. Letter of Opposition. This bill seeks to make it possible for either party in a labor negotiation to declare an impasse and bring in a mediator. Previously, both parties had to be in agreement to take such a step. The proposed legislation would likely cut short the proven negotiation process before it has run its course.

SB 1168 (Pavley) and AB 1739 (Dickinson) – Sustainable Groundwater Management Act. Letter of Concern. These once-mirrored pieces of legislation are currently passing through a series of amendments. As a result, the bills will be split and each will contain half of the legislation necessary to complete the Act. Recent analysis by CSAC and RCRC notes the bills initially failed to properly address the role of local government and fell short of taking local impacts into consideration. Lobbying efforts have resulted in amendments, but it remains unclear whether the bills will address county concerns significantly. Our letter voices concerns and encourages the final product to reflect the need for local input related to groundwater sustainability.

Committee Action: Due to time constraints, this matter was not presented at the committee level.

Fiscal Impact: None



County of Yuba

Board of Supervisors

District One ~ Andy Vasquez
District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Hal Stocker

August 26, 2014

The Honorable Jerry Brown
Governor of California
State Capitol, Suite 1173
Sacramento, CA 95814

Re: AB 1826 (Chesbro) – Letter of Opposition

Dear Governor Brown:

On behalf of the Yuba County Board of Supervisors, I am writing to register our opposition to recent amendments of Assembly Bill 1826, relating to solid waste. The legislation creates additional requirements for monitoring, enforcing, and reporting that will undoubtedly translate to additional costs; costs that would largely be borne by our residents and businesses.

Our region has already taken appropriate steps to establish plans that meet the requirements of the California Integrated Waste Management Act of 1989. These plans were accomplished by assessing the structure and resources of our community and working in concert with our waste management contractor to create a workable plan. Like everything we do at the county level, our approaches are carefully conceived and implemented to keep costs in check while striving to meet ambitious goals established at the state level. Such success is jeopardized when cookie cutter plans are applied across the state and local plans are summarily discarded.

Yuba County, in regional partnership with Sutter County, has been fortunate to have a good working relationship with our waste management contractor, and that partnership has allowed us to coordinate effective programs that fit the needs and structure of our communities. By lowering the county inclusion threshold from 100,000 population to 70,000 population, AB 1826 saddles Yuba County and three other counties with a new unfunded mandate.

State legislation always runs the danger of limiting the ability of local entities to limit their own costs on programs that were designed to function locally. We are capable of meeting broad goals and other requirements that are put to us by state legislation, and often such goals are met by adapting to changing situations within communities and developing innovative solutions that only make sense in our county.

It's important to note that, since 2009, the Yuba-Sutter region has achieved a 70 percent diversion rate from or landfill, by implementing our own solutions. AB 1826 could very well dilute these solutions over time and further limit our ability to self-govern, by forcing us to redirect resources to implement broad, costly, and unproven remedies.

For these reasons, the Yuba County Board of Supervisors takes an oppose position on this legislation and request your veto.

Sincerely,

John Nicoletti, Chairman
Yuba County Board of Supervisors

cc: The Honorable Wesley Chesbro, Assembly
The Honorable Jim Nielson, Senate
The Honorable Dan Logue, Assembly
RCRC
CSAC
Shaw, Yoder, Antwih



County of Yuba

Board of Supervisors

District One ~ Andy Vasquez
District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Hal Stocker

August 26, 2014

The Honorable Jerry Brown
Governor of California
State Capitol, Suite 1173
Sacramento, CA 95814

Re: AB 2126 (Bonta) – Letter of Opposition

Dear Governor Brown:

On behalf of the Yuba County Board of Supervisors, I am writing to register our opposition to Assembly Bill 2126, which seeks changes to the Meyers-Milias-Brown Act that would allow one side of a negotiation to declare an impasse and bring in a mediator. This bill would undermine processes that – although sometimes difficult – have long been effective in protecting the best interests of residents and businesses throughout California.

In any negotiation that involves public money, "impasse" should mean just that: "A situation that is so difficult that no progress can be made; a deadlock or a stalemate." By allowing one side to make that declaration, it is probable that earnest negotiations would be abandoned too early in the process. It is even likely that the party that did not declare an impasse had not yet put forward its best offer, leaving a mediator to work with incomplete information.

This bill uses the very subjective phrase, "...after a reasonable period of time..." to allow one party in a negotiation to step out of the process. In reality, the negotiation process often needs to be difficult for both sides, so that the best possible compromise is reached. While mediation may eventually serve a purpose, a premature move to such a resource may happen before both sides have truly brought forward meaningful offers.

Yuba County, like other California counties, is on the frontlines of working with residents and businesses every day. Quite often, negotiations with our various employee associations includes consideration of current economic realities and the need to ensure the best possible benefit to those who live and work in our communities. Such benefits are more likely to be realized in the negotiating process than through mediation, since extended negotiations allow more time for education on fiscal realities.

For these reasons, the Yuba County Board of Supervisors takes an oppose position on this legislation and asks for you veto.

Sincerely,

John Nicoletti, Chairman
Yuba County Board of Supervisors

cc: The Honorable Rob Bonta, Assembly
The Honorable Jim Nielson, Senate
The Honorable Dan Logue, Assembly
RCRC
CSAC
Shaw, Yoder, Antwih



County of Yuba

Board of Supervisors

District One ~ Andy Vasquez
District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Hal Stocker

August 26, 2014

The Honorable Fran Pavley
California State Senate
State Capitol, Room 4035
Sacramento, CA 95814

The Honorable Roger Dickinson
California State Assembly
State Capitol, Room 2013
Sacramento, CA 95814

Ms. Martha Guzman-Aceves
Deputy Legislative Secretary, Office of the Governor
State Capitol, First Floor
Sacramento, CA 95814

Re: AB 1739 (Dickinson), SB 1168 (Pavley) – Letter of Concern

Dear Senator Pavley, Assemblyman Dickinson, and Ms. Guzman-Aceves:

On behalf of the Yuba County Board of Supervisors, I am writing to register our concerns related to the Groundwater Management legislation currently undergoing scrutiny in our Legislature. Truly, amendments to these important pieces of legislation are occurring frequently, making it difficult to predict the impact of the resulting products. Regardless, certain components must be included in these bills before Yuba County can support them.

The Yuba County Board of Supervisors is backing the joint efforts of the California State Association of Counties and the Rural County Representatives of California, to amend these bills in such a way that ensures a local voice in groundwater management processes. The resulting legislation must include: assurances that cities and counties are consulted when basin boundary revisions are proposed; that actions by groundwater sustainability agencies do not conflict with or duplicate city or county rules, regulations, ordinances or resolutions; and that the bills exempt the development of groundwater sustainability plans from the California Environmental Quality Act (CEQA).

We will be working in concert with our lobbyists and associations to monitor progress on these bills. While the Yuba County Board of Supervisors supports the intent of what this legislation is trying to accomplish, the final products must include language that understands the necessity of local interaction in each future action.

We appreciate the hard work involved in moving both bills forward, and we are dedicated to participating in the success of the final product. We are available to answer any questions and assist in any way possible.

Sincerely,

John Nicoletti, Chairman
Yuba County Board of Supervisors

cc: The Honorable Jim Nielson, Senate
The Honorable Dan Logue, Assembly
RCRC
CSAC
Shaw, Yoder, Antwih

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Interim Director
Tony Roach, Program Manager
Health & Human Services Department

DATE: August 26, 2014

SUBJECT: Agreement with Yuba College for Services for the Independent Living Program

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the Independent Living Program (ILP) in the amount of \$66,839.00 for the term of July 1, 2014, through June 30, 2015.

BACKGROUND: Yuba County has contracted with Yuba Community College to provide ILP services since July 2000. ILP provides services to youths in foster care between the ages of 16 and 18 years of age and can be extended to youths up to 21 years of age who were in foster care at the time of their 18th birthday. The services, which train and assist these youths in successfully transitioning into adulthood and out of the foster care living environment, include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications. Additionally, the services focus on increasing and supporting the self-image and self-esteem of participating youths and provide them with exposure to such activities as community services, the arts, and other positive experiences.

DISCUSSION: The ILP is designed for youths to participate in weekly training activities, which cover a wide range of areas to meet the goals of the program, as well as attend a computer camp. The activities, incentives, and training areas are developed through the collaborative efforts of foster parents with youth in ILP, Child Welfare Services staff of Sutter and Yuba Counties, Yuba Community College staff and emancipated youth who have participated in the ILP.

COMMITTEE: The Human Services Committee was by-passed as this is an annual routine request with no General Fund impact.

FISCAL IMPACT: Approval of this Agreement with Yuba Community College for ILP services will not impact County General Funds. The costs for ILP Services are funded through a combination of Federal funds and Local Realignment 2011 funds.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") for the Independent Living Program (ILP) is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and Yuba College ("CONTRACTOR").

The purpose of this Agreement is to set forth the respective responsibilities between both parties relative to the Independent Living Program (ILP). An ILP allocation is provided by the State to counties to provide services to foster care youth between the ages of 16 years to 18 years old. Such services can be extended up to the age of 21 to youths who were in foster care at the time of their eighteenth birthday. The purpose of the program is to provide services that will train and assist the youth in successfully transitioning into adulthood and out of the foster care environment; such as employment preparation and skills necessary to secure a job, how to secure housing, how to develop a monthly budget which shows both expenses and income, and knowledge of local resources in their community which they may access. The ILP program is further intended to increase and support the youth's self-esteem and provide them with activities to which they may not otherwise have exposure, such as community service, the arts, and other positive venues that they may use to enhance their life while living on their own.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2014

Termination Date: June 30, 2015

The term of this Agreement shall become effective on July 1, 2014, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

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7. CONFIDENTIALITY PROVISIONS.

At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential. CONTRACTOR must maintain compliance with confidentiality regulations in accordance with Welfare and Institutions Code, Section 10850 and 5328 and as set forth in Attachment "F".

8. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Dr. Douglas B. Houston, Chancellor of Yuba College, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – Independent Living Program Budget
- Attachment H – Cost Justification – Weekly ILP Class Fee
- Attachment I -- Invoice Format
- Attachment J - Monthly Statistical Report
- Attachment K – Vendor Assurance of Compliance (CR50)

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9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2014.


"COUNTY"

COUNTY OF YUBA

Chair,
Yuba County Board of Supervisors

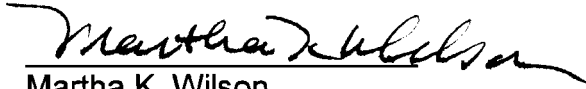
"CONTRACTOR"

YUBA COLLEGE




Dr. Douglas B. Houston,
Chancellor

INSURANCE PROVISIONS APPROVED:



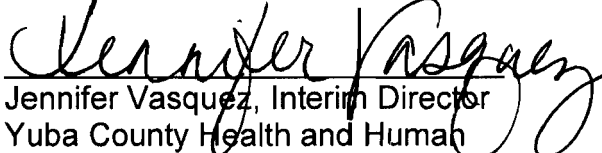
Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:



Angil Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:



Jennifer Vasquez, Interim Director
Yuba County Health and Human
Services Department

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by both parties include the following:

A.1.1. CONTRACTOR shall:

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 21. Trainings shall be conducted in up to two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for presenters.
- H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for six (6) identified ILP youths during the term of this Agreement.
- I. Provide at least two one-day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff and other adults who participate in the weekly trainings or activities.

A.1.2. YCHHSD shall:

- A. Distribute letters and flyers to promote participation in the activities and increase participation.
- B. Provide input on activity content.
- C. Attend and support the weekly ILP trainings as well as the enrichment activities.
- D. Meet and confer regularly with CONTRACTOR staff and other interested parties.
- E. Maintain ongoing communication and coordination between the youth in the ILP program and CONTRACTOR staff.

A.2. TIME SERVICES RENDERED.

The trainings shall be conducted by CONTRACTOR in the identified areas of competency on a weekly basis on Wednesday evenings during the term of this Agreement.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty-Six Thousand Eight Hundred Thirty-Nine Dollars (\$66,839.00), as specified in Attachment G – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Sixty-Six Thousand Eight Hundred Thirty-Nine Dollars (\$66,839.00), without an amendment to this Agreement approved by the Director of the Yuba County Health and Human Services Department.

B.2 FISCAL PROVISIONS.

B.2.1 Payment for services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit quarterly invoices (with back-up documentation for all direct service charges attached) in a format in accordance with Attachment I – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

B.2.1.1 For services rendered for the quarter of April through June during the term of this Agreement, CONTRACTOR shall submit a quarterly invoice in accordance with the format specified in Attachment I – Invoice Format, based upon the actual services rendered in the months of April and May and estimated costs of services to be rendered in June no later than June 10th. CONTRACTOR shall submit a final quarterly invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

B.2.2 CONTRACTOR agrees to submit a Monthly Statistical Report (Attachment J) for each month of the payment period for which a quarterly invoice is submitted for payment. The Monthly Statistical Report shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

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ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 HEALTH AND SAFETY STANDARDS. CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

CONTRACTOR shall ensure that appropriate standards of health and safety in work and training situations shall be maintained and energy efficiency standards as stated in the State Conservation Plan (Title 24, California Code of Regulations) shall be maintained.

CONTRACTOR shall comply with Section 306 of the Clean Air, Section 508, Executive Order 11738 and Environment Protection Regulations.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CONTRACTOR has been selected to receive a portion of the Independent Living Allocation for the ILP program through its affiliation with the state community college system. The Independent Living Program shall provide services in accordance with the provisions of this Agreement and all exhibits attached hereto.

C.6 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the State of California Department of Social Services (CDSS) regulations and Yuba County's policies and procedures to the extent each apply to CONTRACTOR.

C.7 The Children's Welfare Services Program Manager on behalf of COUNTY shall be the primary contact with CONTRACTOR. The CONTRACTOR's Project Director for ILP shall be the primary contact with COUNTY.

C.8 If the regulations promulgated to the Independent Living funds are revised, CONTRACTOR shall comply with such revisions.

C.9 In the event of any termination, all property or unfinished documents, photographs, data, studies and reports, or unused supplies prepared or purchased by CONTRACTOR under this Agreement shall be disposed of in accordance with policies set by COUNTY. In addition, any tools and/or equipment furnished to CONTRACTOR by COUNTY and/or purchased with funds pursuant to this Agreement shall be limited to the use pursuant to this Agreement and shall remain the property of COUNTY. Upon termination of this Agreement, CONTRACTOR shall immediately return such tools and/or equipment to COUNTY or dispose of them in accordance with the policies of COUNTY. CONTRACTOR shall be given the opportunity to purchase any or all the furniture, equipment and computers at the value determined by COUNTY pursuant to Government Code 25363, 25365, and 25504, as appropriate.

C.10 At the expiration of the term of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for this purpose of the Agreement shall revert to COUNTY.

C.11 CASH MANAGEMENT. CONTRACTOR shall establish such fiscal controls and fund accounting procedures as required by State and COUNTY regulations to assure the proper dispersal of and accounting for FCE funds paid to COUNTY by the CDSS.

C.11.1 COUNTY may observe and monitor all conditions and activities of this Agreement.

C.11.2 The Federal Government, County of Yuba, State of California or its designee shall have the right to investigate, examine and audit all records, books and papers or documents related to the conduct of this program funded by this Agreement.

C.11.3 CONTRACTOR shall maintain such program and fiscal records and make such program statistical fiscal records as are required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding timely completion and submission of required reports.

C.11.4 CONTRACTOR agrees to retain all fiscal records, invoice documentation and property records pertinent to this Agreement for a period of not less than five (5) years following the termination date of this Agreement.

C.11.5 CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall

provide COUNTY with a copy of the final audit of this activity.

C.11.6 CONTRACTOR shall maintain daily time study reports as required by COUNTY.

C.11.7 Property procured with ILP funds shall be used for the specified purposes. CONTRACTOR shall adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property.

C.11.8 CONTRACTOR shall be liable for all amounts which are determined to be due by the Federal Government and/or the State of California including, but not limited to, disallowed costs that are a result of CONTRACTOR's or its contractors conduct under this Agreement. CONTRACTOR shall be notified and shall participate in any controversy or proceeding between COUNTY and the State of California and/or the Federal Government arising from this Agreement.

C.12 STANDARD OF CONDUCT. Every reasonable course of action shall be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

C.13 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.14 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information. CONTRACTOR also agrees to sign Attachment K-Vendor Assurance of Compliance (CR50).

C.15 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services

required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In

the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have

an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Yuba County Health and Human
Services Department
Attn: Jennifer Vasquez, Interim Director
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Yuba College
Attn: Dr. Douglas B. Houston, Chancellor
2088 North Beale Rd
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect

to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract to provide services to clients eligible for the Multipurpose Senior Services Program (MSSP) entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Kathy Cole, Yuba County Privacy Officer
Phone: (530) 749-6382 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual

breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

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F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: 7-24-14

CONTRACTOR



(Signature)

Douglas B. Houston, Chancellor

(Print Name and Title)

ATTACHMENT G

INDEPENDENT LIVING PROGRAM BUDGET FY 2014/15			
FEE SERVICES			TOTALS
	No. of Trainings	Cost per Training	
Weekly Trainings (ILP Classes)*	47	\$ 815.29	\$ 38,318
*(no more than 47 trainings allowed)			
	No. of Youth	Cost per Youth	
Computer Camp			
2013/14 Computer Camp	6	\$ 1,500	\$ 9,000
DIRECT SERVICE BUDGET			
Graduations/Celebrations	Cost	Total	
Gifts	\$ 11,000		
Meals	\$ 2,200		
Presenter	\$ 850		
Subtotal:		\$ 14,050	
Day Retreat			
Supplies	\$ 1,300		
Consult/Presenter	\$ 600		
Conference	\$ 1,000		
Subtotal:		\$ 2,900	
Total Direct Service Budget:			\$ 16,950
Total Fees and Direct Service Budget:			\$ 55,268
OVERHEAD ADMIN COSTS			
	%	Total Budget	
Agency Overhead*	4%	\$ 64,268	\$ 2,571
Costs not directly associated with the performance of service (*for efficiency purposes, includes overhead for entire program services)			
TOTAL ANNUAL COST:			\$ 57,839

ATTACHMENT H

Cost Justification - Annual Cost of Weekly ILP Training Classes FY 2014/15				
PERSONNEL EXPENSE (Staff performing actual service)				
SALARY				
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount
Program Director	Laurie Scheuermann	\$ 106,000	3%	\$ 3,180
Program Specialist	Diana Adams	\$ 22,924	35%	\$ 8,023
Program Trainers	College Staff	N/A	N/A	\$ 1,400
Program Presenters	Non-College Staff	N/A	N/A	\$ 3,200
Childcare Providers	Non-College Staff	N/A	N/A	\$ 1,100
Fiscal Technician	Becki Jeffries	\$ 51,000	4%	\$ 2,040
Total Cost of Service Salary:				\$ 18,943
BENEFITS (Employer paid benefits of staff performing actual service)				
Position/Class	Name	Annual Benefits	% of Time	Annual Service Cost Amount
Program Director	Laurie Scheuermann	\$ 33,000	3%	\$ 990
Program Specialist	Diana Adams	\$ 5,000	35%	\$ 1,750
Program Trainers	College Staff	N/A	N/A	\$ 280
Childcare Providers	Non-College Staff	N/A	N/A	\$ 100
Fiscal Technician	Becki Jeffries	\$ 29,000	4%	\$ 1,160
Total Cost of Service Benefits:				\$ 4,280
OPERATING COSTS				
(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)				
Description			Annual Service Cost Amount	
Meals		(Avg. Annual Cost)	\$	8,200
Printing, Postage		(Avg. Annual Cost)	\$	545
Mileage		(Avg. Annual Cost)	\$	150
Rentals		(Avg. Annual Cost)	\$	200
Activity Supplies (Experientials)		(Avg. Annual Cost)	\$	2,500
Instructional Supplies		(Avg. Annual Cost)	\$	1,000
Activities		(Avg. Annual Cost)	\$	2,500
Total Services Operating Costs:				\$ 15,095
Total Personnel and Operating Costs for ILP Class:				\$ 38,318

ATTACHMENT I Invoice Format

Contractor Name: _____ Contact Name: _____
 Address: _____ Phone: _____
 Period of Service: _____

Service	Rate	# of Child or Service Rendered	Amount
			\$
			\$
			\$
Total Service Fees			\$

Direct Service Costs			
Graduations/Celebrations			
	Gifts		\$
	Meals		\$
Total Graduation/Celebration Expenses			\$

Weekend Retreats			
	Supplies		\$
	Consultant/Presenter		\$
	Conference		\$
Total Weekend Retreats			\$

Subtotal (Service fees + Direct Service Costs) \$ _____
Agency Admin Costs (4% of subtotal) \$ _____

Interpreter Services			
	Hourly Rate	# of Hours	
	Sign Language Interpreting		\$
	Travel Cost	# of Days	
	Travel Cost		\$
Total Interpreter Services			\$

Invoice Grand Total (subtotal + Admin Costs + Interpreter Services) \$ _____

Certification: I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract; that payment has not been previously received for the amount invoiced herein; and that back-up documentation is attached.

Authorized Signature _____ Date _____
 Mail original and back-up documentation to:
 Yuba County Health and Human Services Department
 Attention: Fiscal
 P.O. Box 2320
 Marysville, CA 95901

ATTACHMENT J

Yuba College Monthly Statistical Report For ILP Services

Report Month _____

- 1) Number of classroom trainings conducted during the report period _____
- 2) In the classroom trainings conducted:
 - a) The unduplicated number of emancipated or 18-year-old youths that attended: _____
 - b) The unduplicated number of 16 and 17-year-old youths that attended: _____
- 3) Enrichment activities were conducted and attended during the report period as follows:

<u>Activity</u>	<u>Number Attended</u>
_____	_____
_____	_____
_____	_____
_____	_____
<u>Computer Camp</u>	<u>Number Attended</u>
_____	_____

ATTACHMENT K
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7-24-14
Date


Director's Signature

2088 North Beale Road, Marysville, CA 95901
Address of vendor/recipient
CR50-Vendor Assurance of Compliance

(08/13/01)

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Interim Director *JV*
Tracy Bryan, Interim Program Manager *Tracy Bryan*

DATE: August 26, 2014

SUBJECT: Agreement between the County of Yuba and Children's Home Society
for CalWORKs Child Care Services

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and Children's Home Society for Stage I Child Care Services for the CalWORKs program.

BACKGROUND: Since July, 2001, Yuba County has contracted for CalWORKs Stage I Child Care Services with Children's Home Society, as mandated in CalWORKs legislation. This is a renewal of that Agreement in the amount of \$1,000,000.00 per fiscal year for the three-year period of July 1, 2014 through June 30, 2017.

DISCUSSION: Education Code Section 835(b) establishes three stages of child care services for CalWORKs recipients with the intent that the recipient not experience a break in services while transitioning between the three stages of child care services. Children's Home Society currently contracts with the State Department of Education for Stage II and Stage III Child Care subsidies. This Agreement would allow the County of Yuba and Children's Home Society to continue to jointly administer CalWORKs Stage I Child Care to provide a seamless system of child care services for Yuba County's CalWORKs clients.

COMMITTEE: The Human Services Committee recommended approval on August 12, 2014.

FISCAL IMPACT: The cost of this Agreement is funded by the CalWORKs Stage I Child Care Allocation and will not impact County General Funds.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for child care services ("Agreement") is made as of the Agreement date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department, and Children's Home Society of California ("CONTRACTOR").

WHEREAS, with respect to the child care recipients of the CalWORKs Program, Education Code Section 8350 (b) establishes three stages of child care services through which a recipient of aid will pass with an intent that families shall experience no break in their child care services due to a transition between the three stages of child care services;

WHEREAS, Education Code Sections 8353 and 8354 state Stage II and Stage III shall be administered by agencies contracting with the State Department of Education, such as agencies that have an alternative payment program contract;

WHEREAS, the CONTRACTOR is the Child Care Resource and Referral (CCR&R) program of Yuba County, and a current Alternative Payment program contractor with the State Department of Education, providing parent education and information to parents, including child care referrals and coordination of community resources for parents and public or private providers of child care, and administration of child care subsidies;

WHEREAS, the CONTRACTOR contracts directly with the California Department of Education for Stage II and Stage III child care subsidies;

WHEREAS, Education Code Section 8352 states CCR&R and subsidy staff shall co-locate with a county welfare department's case management offices for aid or to arrange other means of swift communication with parents and case managers of this aid.

NOW, THEREFORE, the parties hereto mutually agree that the purpose of this Agreement entered into by and between COUNTY and CONTRACTOR is to jointly administer CalWORKs Stage I child care services (1) to meet the obligations as mandated in CalWORKs legislation to provide a seamless system of services as clients move between Stages I, II, and III and, (2) to achieve swifter communication in helping CalWORKs parents find local child care resources that will enable them to reach their Welfare-to-Work Plan goals.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2014

Termination Date: June 30, 2017

The term of this Agreement shall become effective on July 1, 2014, and shall continue in force and effect for a period of three (3) year(s), unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to 90 days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant

to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-5.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Director or Interim Director of Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Beverly Tidwell, Chief Executive Officer, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Budget
- Attachment G – Invoice Format
- Attachment H – Monthly Statistical Report
- Attachment I – Vendor Assurance of Compliance

9. TERMINATION

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2014.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA:

CHILDREN'S HOME SOCIETY OF
CALIFORNIA:

John Nicoletti, Chair
Board of Supervisors

Beverly Tidwell
Chief Executive Officer
Tax ID: 95-1690976

INSURANCE PROVISIONS APPROVED:

Martha K. Wilson
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Interim Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SERVICES

A.1. SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1. CONTRACTOR will provide a full-time equivalent (FTE) staff person to provide Stage I child care intake and case management. This will occur at both the Yuba County One Stop and Children's Home Society of California office. The staff person will be scheduled a minimum of 15 hours a week at the One Stop and flexible to meet the needs of both Yuba County CalWORKs program and clients needs.

- a) Schedule child care orientation for CalWORKs participants according to their welfare-to-work (WTW) activities, schedules, and needs; i.e. some participants may need to be seen immediately, on a drop-in basis, after Intake appointments, and/or before, during, or after other WTW activities. CONTRACTOR will ensure that all child care orientations will be scheduled within 12 days of referral.
- b) Conduct group or individual child care orientations for CalWORKs participants referred by COUNTY staff that include:
 - 1) Presenting the child care options available to the participants,
 - 2) Identifying criteria for selecting quality child care to parents and educating parents on how to choose a quality, reliable child care provider appropriate to their child's developmental stage; and
 - 3) Assisting parents in the completion of appropriate forms for requesting subsidized child care payments.
- c) Provide CalWORKs parents child care referrals according to California Department of Education Policies, as requested, at both the Yuba County One Stop and Children's Home Society of California locations.
- d) Through the CCR&R, conduct educational workshops for prospective and current child care providers. These workshops may occasionally be held in the evenings or on Saturdays.
- e) Review all initial forms necessary for approval of child care, including Trustline and Health and Safety Certification forms.
- f) Serve as liaison with community child care providers by providing the following services:
 - 1) Contacting child care providers to set up child care for CalWORKs

- participants.
- 2) Updating changes in child care providers or schedules, as needed.
 - g) Be available to CalWORKs parents as necessary.
 - h) Return phone calls to CalWORKs parents within 24 hours and narrate phone contact in CHS case.
 - i) Send out the California Department of Education (CDE) 9608 form to CalWORKs parents when their child reaches the age of 10 years and ten months or older and narrate that the CDE 9608 form was sent in the CHS case.

A.1.2. CONTRACTOR shall provide administrative services as follows:

- a) Develop payment policies according to the California Department of Education, Early Educational and Support Division (EESD) Funding Terms and Conditions and California State Department of Social Services policies for Temporary Assistance to Needy Families (TANF) funding, as well as policies followed by the Division of Social Services.
- b) Assist CalWORKs participants in completion of application and agreement between licensed provider, parent, and case manager at agreed upon hours and rates for child care. Copies of the agreement shall be sent to the provider and given to the CalWORKs parent and case manager.
- c) Assist CalWORKs participants and license-exempt providers in the completion of Health and Safety Certification form, Trustline application, and fingerprint process, which the license-exempt provider is required to complete. CONTRACTOR shall schedule an initial appointment with all license-exempt providers and follow up on the Trustline paperwork; ensuring it is completed and tracked. CONTRACTOR shall notify the parent, the provider, and the CalWORKs Social Worker via a Notice of Action (NOA) if the provider's Trustline application is denied. CONTRACTOR will also send a termination of care notification to the provider and the CalWORK's Social Worker.
- d) Send to, and collect from, the provider the monthly attendance sheets for each child receiving a child care subsidy.
- e) Calculate and send all payments to providers within thirty (30) working days of receipt of complete and accurate child care payment form; as well as assess and collect Family Fees from parents as determined by the fee schedule outlined in the California Department of Social Services Welfare-to-Work regulations.

- f) Monitor funds for space available and coordinate transition into Stage II funding when case manager approves.
- g) Provide statistical information needed by COUNTY to meet State reporting requirements (Forms CW115/CW115a).

A.1.3. CONTRACTOR and COUNTY shall mutually:

- a) Establish a child care service schedule based upon the agreed upon referral form identifying the need for child care services and attach the current WTW Plan or WTW Activity Agreement for participants in the CalWORKs Program.
- b) Develop policies regarding payments to providers that are as similar as possible to the policies that shall be used in all stages. All payments will be paid to the provider upon receipt of proper claims and reporting.
- c) Formulate policies and procedures to avoid or minimize payments to providers due to CalWORKs participants using unapproved days or hours of child care.
- d) Notify the other party when participants are to be transitioned into either Stage II or Stage III child care.
- e) Meet on an as needed basis to discuss trends and changes in child care policies and stage regulations.

A.1.4. COUNTY shall:

- a) Submit parent schedule changes to CONTRACTOR within two working days.
- b) Submit notice and supporting documentation to CONTRACTOR within two working days when the parent is no longer receiving cash aid.
- c) Provide staff to translate when such staff is available.

A.2. TIME SERVICES RENDERED.

CONTRACTOR shall provide services from 8:30 am – 5:00 pm; a minimum of 15 hours (2 days) per week at Yuba County One Stop or Monday through Friday at Children's Home Society of California locations.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR.

Except as otherwise stated, CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. The equipment and materials provided by CONTRACTOR for the site location shall include:

- a) Computer or any other electronic data processing (EDP) equipment required by the CONTRACTOR's staff person.
- b) Cabling, modems, communications lines, etc., as needed to connect.
- c) Postage costs.
- d) Locking overhead cabinets to keep materials in while CONTRACTOR's staff person is not present.

A.5. EQUIPMENT AND MATERIALS PROVIDED BY COUNTY

COUNTY shall provide the following to CONTRACTOR for the provision of services at the Health and Human Services site:

- a) Office area for staff person provided by CONTRACTOR.
- b) Use of telephone, including voice mail capabilities.
- c) Use of Social Services copy machines for necessary on-site copying of small volumes; larger volumes, exceeding 100 copies, must be done elsewhere.
- d) Use of FAX machines, limited to necessary business.
- e) Use of County mail courier service.
- f) Ability to use facilities for meetings on a sign-up basis.
- g) Place to leave mail for postal pick-up.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1. BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed One Million Dollars (\$1,000,000.00) per each fiscal year of the term of this Agreement, as specified in Attachment F – Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed One Million Dollars (\$1,000,000.00) per fiscal year without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.1.1. By mutual agreement, at the beginning of the second fiscal year of the term of this Agreement, the maximum amount payable under this Agreement may be reviewed, renegotiated and amended as agreed upon by both parties.

B.2. PAYMENT PROVISION. COUNTY shall reimburse CONTRACTOR for all provider payments made on behalf of COUNTY for Stage I childcare services. COUNTY shall also pay to CONTRACTOR the actual amount for personnel, operating and other expenditures. The total reimbursable amount payable to CONTRACTOR shall not exceed One Million Dollars (\$1,000,000.00) per fiscal year.

B.3 CONTRACTOR shall submit detailed requests for payment, with back-up Provider Payment documentation attached, all other back-up documentation, proper claims and reporting will be available upon request after completion of services but no later than the tenth (10th) day of the month following provision of services in a format in accordance with Attachments G – Invoice Format and Attachment H -Monthly Statistical Report.

B.4. TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.5. AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.6. AUDITS AND REVIEWS. Authorized Federal, State, or County representatives shall have the right to monitor, assess or evaluate CONTRACTOR's performance pursuant to this Agreement, including, but not limited to, audits, inspection of premises and reports, and interviews of program staff and participants.

B.7. AUDIT EXCEPTIONS. If, at any time during the term of the Agreement, or within five (5) years after the expiration or termination of the Agreement, authorized representatives of COUNTY or CONTRACTOR's independent auditors conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and, if such audit finds that the COUNTY's dollar liability for said services is less than the payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at COUNTY's discretion, shall be either: 1) repaid forthwith within thirty (30) calendar days, or 2) offset against any future payments due CONTRACTOR by COUNTY. If such audit finds that the COUNTY's dollar liability for services provided to COUNTY hereunder is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY, provided that in no event shall the COUNTY's maximum obligation exceed the funds appropriated by COUNTY for the purpose of this Agreement.

B.8. RECORD RETENTION. COUNTY and CONTRACTOR shall prepare and maintain accurate and complete records regarding dates and types of services provided under the terms of this Agreement. All supporting documentation of expenditures related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of last service or until all pending State, Federal and County audits are completed, whichever is later.

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1. FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2. CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.3. DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4. CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C. 5. CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.6. DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1. All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2. CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3. CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4. As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5. CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7. As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2. LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to

COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3. TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4. INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5. CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6. ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8. STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to

COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9. POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10. TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11. TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1. CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2. COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3. COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
CONTRACTOR may terminate its services under this Agreement upon 30 days

written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12. NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14. OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15. WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16. COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17. SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18. CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19. DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1. NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2. MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20. TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22. MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23. COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24. OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and

convenient to the fulfillment of these purposes.

D.25. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26. JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27. CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30. CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully

prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Jennifer Vasquez
Interim Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Beverly Tidwell
Chief Executive Officer
Children's Home Society of California
1300 West Fourth Street
Los Angeles, CA 90017

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to

obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT F

BUDGET

Personnel Expense: (Staff performing actual service)			
Salary			
Position/Class	Annual Salary	% of Time	Annual Service Cost Amount
Program Administrator	\$62,500	5%	\$3,125
Program Administrator	\$60,000	15%	\$9,000
Program Specialist	\$40,496	100%	\$40,496
Program Specialist	\$40,496	40%	\$16,198
Program Assistant	\$31,200	60%	\$18,720
Accounting Specialist	\$38,246	30%	\$11,474
Total Cost of Personnel Salary			\$99,013
Benefits			
	Total Annual Salary	Annual Benefits	Annual Service Cost Amount
Employee Benefits	\$99,013	30%	\$29,704
Payroll Taxes	\$99,013	10%	\$9,901
Total Cost of Service Benefits			\$39,605
Operating Expenses (Actual Costs not to exceed)			
			Annual Amount
			\$49,300
Provider Payments (Actual Costs not to exceed)			
			Annual Amount
			\$748,000
Program Support (Actual Costs not to exceed)			
			Annual Amount
			\$64,082
Grand Total			\$1,000,000

ATTACHMENT G

INVOICE FORMAT

ATTACHMENT G INVOICE FORMAT			
Contractor's Name and Address		Contact Name and Phone Number	
Children's Home Society of California 1650 Sierra Avenue Suite 102 Yuba City, CA 95993		Tammy Andersen 530-673-7503	
Program		Period of Service	
CalWORKs Stage 1 Child Care Services			
Personnel Position/Class	Salary	% of Time	Amount
Program Administrator	\$ -	5%	\$ -
Program Administrator	\$ -	15%	\$ -
Program Specialist	\$ -	100%	\$ -
Program Specialist	\$ -	40%	\$ -
Program Assistant	\$ -	60%	\$ -
Accounting Specialist	\$ -	30%	\$ -
Total Salary Expenses			\$ -
Benefits	Salary	% of benefits	Amount
Employee Benefits	\$ -	30%	\$ -
Payroll Taxes	\$ -	10%	\$ -
Total Benefit Expenses			\$ -
Total Personnel Expenses			\$ -
Operating Expenses			
Description			Amount
Professional Fees			\$ -
Audit Fees			\$ -
Office Supplies			\$ -
Provider Supplies			\$ -
Subscriptions			\$ -
Communications			\$ -
Advertisement			\$ -
Postage			\$ -
Rent			\$ -
Utilities			\$ -
Recycling Charge			\$ -
Storage Space Rental			\$ -
Care of Building and Grounds			\$ -
Building Security			\$ -
Equipment Purchase			\$ -

Total Personnel Expenses	
Operating Expenses	
Description	Amount
Professional Fees	\$ -
Audit Fees	\$ -
Office Supplies	\$ -
Provider Supplies	\$ -
Subscriptions	\$ -
Communications	\$ -
Advertisement	\$ -
Postage	\$ -
Rent	\$ -
Utilities	\$ -
Recycling Charge	\$ -
Storage Space Rental	\$ -
Care of Building and Grounds	\$ -
Building Security	\$ -
Equipment Purchase	\$ -
Equipment Leasing and Rental	\$ -
Licenses/Software	\$ -
Equipment Maintenance	\$ -
Printing	\$ -
Travel	\$ -
Licenses and Fees	\$ -

ATTACHMENT H
STATISTICAL MONTHLY REPORT

CHILDREN'S HOME SOCIETY OF CALIFORNIA

**Monthly Statistical Report for Yuba County
Stage 1 Child Care Services**

For the month of:
Prepared by:

Total unduplicated number of referrals received during report month: _____

Child care authorizations for the report month: _____

Total number of orientations scheduled during the report month: _____
Number of Individual Orientations: _____
Number of Group Orientations: _____

Total number of orientations completed during the report month: _____
Number of Individual Orientations: _____
Number of Group Orientations: _____

Number of Children Enrolled During the Report Month	Number of Children Terminated During the Report Month	Number of Families Enrolled During the Report Month	Number of Families Terminated During the Report Month

Families Eligible to transfer to Stage 2: _____

Yuba County Stage 1 Statistical Data Report Worksheet

ATTACHMENT I

VENDOR ASSURANCE OF COMPLIANCE

VENDOR ASSURANCE OF COMPLIANCE WITH THE YUBA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Children's Home Society of California.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal

1

government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7/18/14

Date

Beverly J. J. J.

Director's Signature

1650 Sierra Ave. Suite 102, Yuba City CA, 95993

Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

DATE: August 26, 2014
TO: Board of Supervisors
FROM: Martha Wilson, Human Resources Director
Jennifer Vasquez, Interim Health & Human Services Director

RECOMMENDATION

Adopt the resolutions to amend the Position Allocation and Classification System – Basic Salary Schedules as they relate to the Health & Human Services Department, effective September 1, 2014.

BACKGROUND

The County established a standalone classification of Program Specialist Adult Services in March of 2013.

DISCUSSION

The Health and Human Services Department would like to re-title the Program Specialist Adult Services position to an existing classification title of Program Specialist. While it was initially thought that the two classifications would be best represented by two separate titles and classifications, the practical usage of the Program Specialist Adult Services classification since its inception has made it apparent that the two classifications can be safely merged into one classification, reducing the number of titles in the County's classification system. Merging the two classifications will provide more flexibility for the department and eliminate classification redundancy.

The attached Resolutions update the County position allocation and salary schedule.

COMMITTEE

This item has bypassed committee as it is administrative in action only.

FISCAL IMPACT

No fiscal impact.

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective September 1, 2014.

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
PSAS	Program Specialist Adult Services	5	\$3,694	21.31	06	8810.1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2014 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION AMENDING THE)
DEPARTMENTAL POSITION)
ALLOCATION SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective September 1, 2014 as follows:

DELETE:

DEPARTMENT	<u>CLASSIFICATION</u>	# OF POSITIONS
Health & Human Services	Program Specialist Adult Services	1

ADD:

DEPARTMENT	<u>CLASSIFICATION</u>	# OF POSITIONS
Health & Human Services	Program Specialist	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2014 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board


APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

DATE: August 26, 2014
TO: Board of Supervisors
FROM: Martha Wilson, Human Resources Director 
Jim Arnold, Chief Probation Officer

RECOMMENDATION

Adopt the resolutions to amend the Position Allocation and Classification System – Basic Salary Schedules as they relate to the Probation Department, effective September 1, 2014.

BACKGROUND

The County has utilized the classification of Program Aide in both the Health and Human Services Department and the Probation Department since 1999.

DISCUSSION

The Probation Department would like to re-title the Program Aide positions assigned to their department to Probation Aide. These positions have expanded their duties with their implementation of AB109 and other mandated changes to the probation system and are no longer consistent with the usage of the classification in the Health and Human Services Department. Separating the classifications will increase efficiency in the recruitment process by more accurately representing the position to applicants.

The attached Resolutions update the County position allocation and salary schedule.

COMMITTEE

This item has bypassed committee as it is administrative in action only.

FISCAL IMPACT

No fiscal impact.

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective September 1, 2014.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
PBAI	Probation Aide	1	\$2,750	15.87	06	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2014 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION AMENDING THE)
DEPARTMENTAL POSITION)
ALLOCATION SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective September 1, 2014 as follows:

DELETE:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Probation	Program Aide	2

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Probation	Probation Aide	2

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2014 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottmeyer
Clerk of the Board


APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

TO: Board of Supervisors 
FROM: Martha K. Wilson, Director of Human Resources
DATE: August 26, 2014

RECOMMENDATION

Approve the classification specifications for Chief Probation Officer and Director of Administrative Services and authorize Chairman of the Board of Supervisors to sign.

BACKGROUND

All County classifications have a corresponding classification specification "class spec" that describes the position. County guidelines recommend that each class spec be updated as necessary every five years.

DISCUSSION

The class specs for the positions of Chief Probation Officer and Director of Administrative Services have not been updated since October 2004 and October 2007, respectively. The attached class specs represent the changes that have since occurred in these classifications and have been reviewed by the relevant Department head and the County Administrator. Approval of these documents will update the official Human Resources records.

COMMITTEE

None – Administrative action only

FISCAL IMPACT

None – Administrative action only

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CLASSIFICATION SPECIFICATION



CLASSIFICATION: Chief Probation Officer
ALLOCATION: Probation
FLSA STATUS: Exempt
UNION AFFILIATION: Management - Unrepresented

ESTABLISHED: March 1996
REVISED: August 2014

JOB SUMMARY:

Under judicial direction, plan, organize, coordinate, manage and administer the County's probation programs and services, including fiscal and personnel management; oversee implementation of court orders and sentence conditions imposed by the Court; execute duties related to court proceedings as required by law; provide and develop the direction for strategic and innovative services to meet and address the evolving needs of the County; assign and coordinate professional and administrative activities of the probation staff, including the adult and juvenile divisions, Juvenile Hall, and Victim/Witness programs; develop systems for measuring effectiveness and efficiency of probation programs and perform related work as assigned.

This is the executive level in the probation/detention series.

CLASS CHARACTERISTICS:

This is a judicial appointment and reports directly to the Presiding Judge of the Superior Courts.

EXAMPLES OF DUTIES:

Essential:

- Develop and direct the implementation of goals, objectives, work standards and departmental policies and procedure; direct the preparation and administration of the department budget.
- Plan, organize, administer, review and evaluate the activities of management, professional and technical probation support staff; train staff in departmental procedures and applicable laws and regulations.
- Direct the operation of the County juvenile hall facility; provide for the security, rehabilitation, education and proper treatment and placement of juveniles assigned to the facility.
- Oversee victim/witness support services, including the provision of financial, emotional and legal process support to program clients.
- Direct the recovery of revenue from various local, state and federal sources to compensate for the probation, juvenile and adult services provided by the County.
- Direct the management systems, procedures and standards for program evaluation; monitor developments related to probation, victim/witness and Juvenile Hall matters; evaluate their impact on County operations and implement change.
- Direct the investigation, verification and compilation of information and the preparation of reports regarding the personal social, educational, financial, vocational, health and/or prior criminal history of probationers for various other law enforcement, Board of Corrections and Court officials.
- Provide oversight to field supervision of adult and juvenile offenders including home, employment and school visits, weapons and contraband searches and chemical testing; ensure that conditions of probation are being complied with; counsel families regarding alternative support; direct the investigation and processing of probation violations through court action.
- Maintain and direct the maintenance of a variety of records and case files; write reports, statements, legal documents, correspondence and other written materials.
- Monitor developments and legislation related to juvenile and adult probation, juvenile hall operation, victim/witness restitution and revenue recovery, evaluate their impact upon County operations and recommend and implement policy and procedural improvements as required.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Confer with members of other public and private organizations to obtain information and to explore alternative crisis and long-term resolution in the best interests of the client and the County.
- Use standard office equipment, including a computer, in the course of the work; drive a motor vehicle to attend meetings, perform research and interview clients and witnesses.

EMPLOYMENT STANDARDS:**Knowledge of:**

- Provisions of federal, state and local laws and regulations, including civil, penal, welfare and institutions, education, vehicle, health and safety and other codes applicable to probation and detention work.
- Federal, state and local laws related to criminal and juvenile justice systems, and California standards pertaining to Detention facilities, including Title 15 and Title 24 regulations.
- Business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
- Principles, practices and procedures of public administration, financial forecasting, cost accounting, financial analysis and budget development and administration.
- Principles of program development and program management, public funding and state and federal reimbursement processes.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Current probationary practices and theories, such as evidence based probation, which includes but is not limited to: motivational interviewing, cognitive behavioral programming, risk assessment tools, assessment of offender criminogenic needs, and evidence based caseload management.
- Court law and criminal justice system, procedures and protocols.
- Principles, methods and techniques of legal and social service research and investigation. Judicial procedures and rules of evidence.
- Concepts and sources of revenue recovery for County services provided.
- Principles and practices of victim/witness assistance programs.
- Applicable laws, policies and regulations.
- Local community resources and various community service programs to assist in crime and delinquency prevention.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation and the supervision of staff through subordinate administration.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally where relations may be strained.

Skill in:

- Planning, administering and evaluating the activities of the Probation department.
- Monitoring and assessing the performance of one's self, other individuals, or processes to make improvements or take corrective action.
- Administering programs and staff in an efficient and cost-effective manner through management staff.
- Analyzing complex probation, detention, operational and administrative problems, evaluating alternative solutions and recommending and/or adopting effective courses of action.
- Selecting, supervising, training and evaluating subordinate personnel.
- Interpreting, applying and explaining complex laws, rules and regulations.
- Defining issues, performing law enforcement and social service research, analyzing and solving problems and affecting a series of appropriate probation case management programs.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Preparing and administering multiple annual budgets.
- Developing a revenue recovery program and administering it to the benefit of the County.
- Overseeing a victim/witness program.
- Planning, organizing, supervising, reviewing and evaluating the work of others.
- Training others in policies and procedures related to the work.
- Preparing clear, concise and accurate documentation, reports, correspondence and other written materials.
- Directing the maintenance of accurate records and files.
- Using initiative and independent judgment within general policy guidelines.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally where relations may be strained.

Ability to:

- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Perform calmly, purposefully and appropriately in emergency and stressful situations.
- Maintain composure, keep emotions in check, control anger, and avoid aggressive behavior, even in very difficult situations.
- Deal tactfully and effectively with the residents, public, regulatory agencies and policy-making bodies, vendors, consultants and others contacted in the course of the work.
- Develop, manage, direct and coordinate a variety of probation and institutional programs.
- Maintain individual accountability and responsibility by immediately responding to behavior.
- Analyze and evaluate financial and budgetary problems and implement effective solutions.
- Reason both deductively and inductively.
- Coordinate, conduct and facilitate meetings.
- Read, understand, interpret and apply contracts, ordinances, legislation, policies and procedures, directives and manuals.
- Communicate clearly, concisely and effectively verbally and in writing.
- Speak clearly and effectively to groups, board members, peers, public and subordinates.
- Establish and maintain effective working relationships in a diverse work force and community.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group III) which will measure the ability to:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access a detention setting and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Ability to drive a motor vehicle.
- On an intermittent basis, work with physical skill and/or strength sufficient to handle emergency situations such as medical emergencies (carry, lift and/or drag heavy objects/equipment or injured or unconscious juveniles/adults); defend oneself, and pursue, disarm, subdue and/or restrain juveniles/adults which may include chasing fleeing subjects, running, climbing, jumping, crouching or crawling.
- Physical and psychological characteristics to meet and maintain P.O.S.T. guidelines for probation management.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- Generally a typical office environment, but regularly requires working in the institutional environment of a detention facility.
- Working conditions include typical juvenile detention facility settings or public safety setting; involves the potential for high stress levels and exposure to loud noises, offensive odors and hostile situations.
- Exposure to the possibility of bodily injury, infections which may cause chronic disease or death; and combative minor detainees.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications, Human Resources reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures.

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment; maintain throughout employment.
- Possession of a certificate of completion of a course prescribed by the Commission on Peace Officer Standards and Training pursuant to Section 832 of the Penal Code.
- Completion of, or the ability to complete within 180 days of hire, the STC Advanced Managerial CORE

Special Requirements:

- Positions in this classification are Peace Officers as defined in Section 830 of the California Penal Code and must meet employment guidelines and standards established by the Commission for Peace Officer Standards and Training (POST); the provisions of Sections 1029 and 1031 of the California Government Code; and the Standards and Training for Corrections (STC), Selection and Training Standards, as contained in Title 15, Sections 100-358, California Code of Regulations.
- Must be 21 years of age by the time of appointment, and must be a U.S. citizen or in the process of becoming a U.S. citizen. Must be able to travel between work locations and other locations as needed.
- May be required to respond to situations at the facilities 24 hours a day by telephone or in person.
- Must successfully complete an extensive and thorough background investigation which may include Live Scan fingerprinting prior to hire.
- DMV printout prior to hire.
- Must file statements of economic interest with the Yuba County Clerk/Recorder.
- Will be required to perform disaster service activities pursuant to Government Code 3100-3109.

Education and Experience:

MINIMUM: Bachelor's degree in Administration of Justice, Criminology, Child Development, Psychology, Sociology, Counseling or a related field and seven years of experience in field services, institutional work, or related special programs at a level at least equivalent to the County's classification of Deputy Probation Officer II, which includes at least two years in a management capacity in professional law enforcement functions such as probation, patrol, investigations, corrections or a directly related field at a level at least equivalent to the County's classification of Probation Program Manager II.

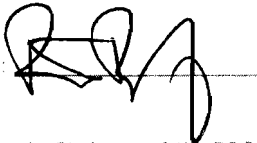
PREFERRED: In addition to the minimum, a Master's degree in a field related to the work, additional years experience in a management capacity equivalent to the County's classification of Probation Program Manager II. Possession of related certificates, such as for completing the following courses as certified by the California Department of Corrections and Rehabilitation, Corrections Standards Authority, Standards and Training for Corrections division (CDCR/CSA/STC): Deputy Probation Officer Core; Supervising Core; Manager and Administrator Core. A certificate of completion from Command College, as sponsored by the Chief Probation Officers of California is strongly preferred.

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

CAO Approval: Robert Bendorf

Date:

Signature:



EEOC:

A

WC:

9410 PB

Human Resources Approval: Iva Seaberg

Date: 3/13/14

Signature:



BOS Approval: Chairman of the BOS

Date:

Signature:

CLASSIFICATION SPECIFICATION



CLASSIFICATION: Director of Administrative Services
ALLOCATION: Administrative Services Department
FLSA STATUS: Exempt
UNION AFFILIATION: N/A

ESTABLISHED: Circa 2000
REVISED: July 2014

JOB SUMMARY:

Under broad managerial supervision, provides overall direction of the Administrative Services Department within the guidelines set up by the County Administrator; determines and formulates departmental policies and procedures; plans, directs, or coordinates County-wide operational activities including purchasing and contract coordination, capital improvements, fleet management, facilities management, custodial services, and printing services; provides administrative oversight for the County's airport; coordinates with management officials and other County departments and governmental agencies to manage and accomplish the complex and varied functions of the department while furthering the County's goals and objectives; and performs other duties as assigned.

Director of Administrative Services is an executive level classification. This classification serves as the County Purchasing Agent.

CLASS CHARACTERISTICS:

This is an "at-will" classification appointed by and working at the direction of the County Administrator (CAO).

EXAMPLES OF DUTIES:

Essential:

- Direct, plan, and implement goals, objectives, policies, procedures, and work standards for the department; develop and implement policy and procedural changes as required; draft changes to County ordinances, regulations and procedures for approval.
- Direct and coordinate the department's financial and budgetary activities in order to fund operations, maximize investments, and increase efficiency; direct the preparation and administration of the department's budget for approval, including those for funding and implementation of programs.
- Analyze operations to evaluate performance of the department and its staff in meeting objectives and to determine areas of potential cost reduction, program improvement, or policy changes; prioritize and allocate available resources; review and evaluate program and service delivery; make recommendations for improvements and ensure maximum effective service provisions.
- Direct the County purchasing activities and review contract and procurement practices for compliance with the County Purchasing and Contract Policy Manual and public law; solicit, analyze, and negotiate contracts and agreements with suppliers, distributors, federal and state agencies, and other organizational entities; prepare and direct the public auction of surplus real property and the appropriate disposition of surplus personal property.
- Plan, develop, and direct a comprehensive, multi-year capital improvement plan; act as project administrator on major capital projects; assist the County Administrator, Treasurer-Tax Collector and County Auditor with capital financing analyses.
- Plan, develop, and direct the services needed to the county staff and the community in disaster emergency situations as OES Logistics Chief.
- Confer with the County Administrator, members of the Board of Supervisors, management officials, and staff members to discuss issues, coordinate activities, and resolve problems; represent the County to members of boards and commissions, various governmental agencies, developers, contractors, business and industrial groups, as well as, to the public.
- Administer all activities related to the maintenance and repair of County buildings and grounds, including custodial services.
- Administer the County's printing, purchasing support and related central services activities.
- Provide administrative oversight and supervision to the County's Airport Manager.
- Plan, assign, review, and evaluate the activities of professional, technical, and office support staff, directly or through subordinate managers; direct the selection of staff; provides training and professional development; interpret regulations and County policies and procedures to departmental employees; ensure effective morale, productivity and discipline of departmental employees.
- Monitor and interpret changes in laws and regulations related to the various general/administrative services functions and evaluate the impact to County activities; conduct analytical studies, including developing and reviewing reports of findings, alternatives and recommendations; present reports concerning activities,

expenses, budgets, government statutes and rulings, and other items affecting the Administrative Services Department and its programs.

- Prepare and direct the preparation of a variety of written correspondence, reports, procedures, and other written materials; direct and oversee the maintenance of accurate files and records.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Use standard office equipment, including a computer and peripherals in the course of the work.
- May be required to drive a motor vehicle.

EMPLOYMENT STANDARDS:

Knowledge of:

- Business and management principles involved in strategic planning, resource allocation, leadership technique, and coordination of people and resources. This includes goal setting, program development, implementation and evaluation, and the management of employees through subordinate supervision.
- Economic and accounting principles and practices and the analysis and reporting of financial data.
- Principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Laws, legal codes, government regulations, County and departmental operations, terminology, rules, policy and procedure related to the work.
- Methods and techniques of project management, development and review.
- Principles of public agency purchasing and contract administration.
- Principles and practices of facilities management, including space allocation, purchasing, leasing, security and accessibility compliance.
- Principles and practices of real property acquisition, including space planning and purchasing/leasing.
- Relevant equipment, policies, procedures, and strategies to promote effective emergency disaster response for the protection of the people, data, property, and institutions.
- Raw materials, production processes, quality control, costs, and other techniques for maximizing the effective distribution of goods.
- Principles and practices of the operation of a general aviation airport.
- The structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Arithmetic, algebra, geometry, statistics, and their applications.
- Administrative procedures and systems, managing files and records, and other office procedures and terminology.

Skill in:

- Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- Determining how money will be spent to get the work done, and accounting for these expenditures.
- Adjusting actions in relation to others' actions.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. This includes using initiative and independent judgment within general policy guidelines.
- Bringing others together and trying to reconcile differences.
- Using tact, discretion, and prudence in working with others.
- Monitoring and assessing the performance of one's self, other individuals, or programs to make improvements or take corrective action.
- Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- Talking to others to convey information effectively.
- Obtaining and seeing to the appropriate use of equipment, facilities, and materials needed to do the requisite work.
- Motivating, developing, and directing people as they work, identifying the best people and resources for the job.
- Managing one's own time and the time of others.
- Understanding the implications of new information for both current and future problem-solving and decision-making.
- Using mathematics to solve problems.

Ability to:

- Employ non-competitive, active listening skills.
- Communicate competently and effectively in writing and verbally as appropriate for the needs of the audience.
- Apply general rules to specific problems to produce answers that make sense.
- Reason both deductively and inductively.
- Develop creative problem-solving strategies.
- Develop constructive and cooperative working relationships with others and maintain them over time.
- Instill individual accountability and responsibility by immediately responding to behavior.
- Recognize something is wrong or is likely to go wrong.
- Maintain composure in difficult situations.
- Read, understand and effectively evaluate information and ideas presented in writing and verbally.
- Observe, receive and obtain information from all relevant sources.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group IV) which will measure the ability to:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- Generally a typical office environment.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications the County reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures:

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment; maintain throughout employment.

Special Requirements:

- The ability to attend meetings and functions outside of normal business hours.
- Must successfully complete an extensive and thorough background investigation which may include Live Scan fingerprinting prior to hire.
- Must file statements of economic interest with the Yuba County Clerk/Recorder.
- Will be required to perform disaster service activities pursuant to Government Code 3100-3109.

MINIMUM: Bachelor's Degree from an accredited college or university in Business Administration, Economics, Public Administration or a field related to the work and six years of supervisory or management experience related to the work.

Candidates with strong experience who lack the degree are encouraged to apply.

PREFERRED: In addition to the above minimum, possession of an advanced degree in a related field and additional years of progressively responsible experience in administrative or general services with at least two (2) years of project management experience.

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

CAO Approval: Robert Bendorf

Date:

Signature:



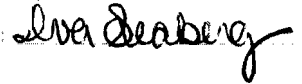
EEOC: A

WC: 9410

Human Resources Approval: Iva Seaberg

Date: 8/13/2014

Signature:



BOS Approval: Chairman of the BOS

Date:

Signature:



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THE COUNTY OF YUBA
BOARD OF SUPERVISORS
— PROCLAMATION —



HMONG HISTORY MONTH

WHEREAS, our community recognizes the Lao-Hmong, which means “free people,” for their dedicated service and valiant support of the Armed Forces of the United States of America and its allies during the Vietnam War serving in the “Secret Army” funded by the CIA, which included Special Guerilla Units and other Special Forces, to thwart the Pathet Lao and North Vietnamese Army in Laos, Cambodia and Thailand from 1960 – 1975; and

WHEREAS, the members of this Laotian hill tribe are known for their warrior traditions, loyalty and bravery, evidenced by the guarding of United States personnel and Air Force radar installations; gathering critical intelligence on enemy movement and operations; performing rescue missions to save downed United States pilots; and fought in conventional and guerilla combat against overwhelming forces, including several North Vietnamese divisions, to disrupt the flow of troops and supplies along the Ho Chi Minh Trail; and

WHEREAS, a conservative estimate of over 35,000 brave Lao-Hmong men, women and children lost their lives, more than 50,000 were wounded, and more than 2,500 are missing in action, which does not include the devastating loss of life in excess of 30,000, when the Lao-Hmong fell victim to retributive ethnic cleansing starting in 1975 and continuing to this day; nor the thousands forced into re-education camps or who perished attempting to cross the Mekong River into Thailand; and

WHEREAS, in addition to the devastation to their homes and way of life, thousands of Lao-Hmong soldiers and their families became a country less people when they commenced their perilous flight to seek safe refuge in other countries such as Argentina, Australia, Canada, China, France, Japan, New Zealand and the United States – a mass exodus that continues to this day; and

WHEREAS, Yuba County recognizes the heroic and significant contributions made to the United States during fighting efforts in Laos and the exemplary way the Lao-Hmong have assimilated into and contributed to our American way of life.

NOW THEREFORE, the Yuba County Board of Supervisors hereby recognizes the month of September 2014 as Hmong History Month and reaffirms our commitment to respect and honor these men, women and children who served the United States with loyalty and bravery.


CHAIRMAN




CLERK OF THE BOARD OF SUPERVISORS

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Board of Supervisors County of Yuba Proclamation

PROCLAIMING SEPTEMBER 2014 CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

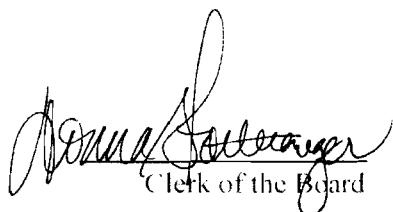
WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Lucile Packard Children's Hospital at Stanford in Palo Alto, UCSF Benioff Children's Hospital, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor nationwide Courageous Kid recognition award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, the Yuba County Board of Supervisors hereby proclaims September 2014 Childhood Cancer Awareness Month.



Chairman



Clerk of the Board

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COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DM*
Date: August 26, 2014
Re: Tri County Juvenile Facility Project Funding

Recommendation

Recommend the Board approve the use of funds in the Criminal Justice Temporary Construction fund to be used for Yuba County's portion of the SB81 Youthful Offender Rehabilitation Grant's local match for the Tri County Juvenile Facility project and authorize the Auditor/Controller to proceed with set up of the appropriate accounting structure.

Background

In November of 2010, Colusa County was awarded an SB81 Local Youthful Offender Rehabilitation Facilities Grant to construct a new juvenile facility. The three jurisdictions (Yuba, Sutter and Colusa) mutually determined there was greater benefit to all by creating a tri-county facility. In November 2013, local legislators approved SB365 which reallocated those funds to Yuba County as the lead agency to coordinate the development of a new Tri-County Juvenile Rehabilitation Facility.

On May 13, 2014, Yuba County received confirmation from the Board of State and Community Corrections of the conditional award for the funding of the Tri County Juvenile Facility.

Discussion

Each County has a funding match that is set forth in the Tri County Juvenile Hall Joint Powers Agreement (JPA) executed on May 6, 2014 by all three counties. Yuba County's portion of the match will be funded largely as an 'in kind' match using the land the County currently owns for the construction site; the former site of the old South Annex facility on 14th Street.

A majority of the expenses are being processed by Yuba County and reimbursements based on the proportionate shares as outlined in the JPA, will be submitted to each County quarterly.

Committee Action

Due to the early stages of the project being underway and expenses are being incurred, it has been brought directly to your Board for consideration.

Fiscal Impact

The costs expected for the 2014-2015 Fiscal Year for the Tri County Juvenile Facility project are estimated to be \$209,000. The costs for such expenses will be paid from the Capital expense accounts to be set up by the Auditor and a journal will be placed to fund these expenses from Fund 366 on a monthly basis. The costs for the 2013-2014 Fiscal Year were offset by revenues in Fund 200. With the Board's direction today, Administrative Services would reimburse those costs in the amount of \$5,250 from Fund 366 to Fund 200.

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



384-14

BUILDING
749-5440 • Fax 74

CODE ENFORCEMENT
749-5455 • Fax 749-5424


ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING & COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

To: Board of Supervisors

From: Michael Lee, Public Works Director 

Date: August 26, 2014

Subject: Proposed OPUD Water Rate Increase

Recommendation:

Receive report from staff as to the impact of the proposed OPUD water rate increase and determine whether to file a protest vote on County-owned accounts.

Background/Discussion:

OPUD is proposing to increase its water rates over the next three years. The County has an estimated 32 water accounts with OPUD for landscape corridors in the Plumas Lake and North Arboga areas. These water bills are paid for by CSA assessments. Staff estimates that after the full rate increases take effect, the total monthly cost increase for these accounts is roughly \$400 during winter months and \$1,200 during summer months, for an annual increase of \$10,000 (estimated 45%).

Committee Action:

The Land Use & Public Works Committee was bypassed due to time constraints.

Fiscal Impact:

Staff is estimating an additional cost to the County (CSAs) of approximately \$10,000 annually when the full water rate increases take effect.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Michael G. Lee, Director of Public Works

SUBJECT: Receive information regarding the Community Rating System's Program for Public Information Committee

DATE: August 26, 2014

Recommendation

Receive information regarding the Community Rating System's Program for Public Information Committee. No Board action is requested, this is an informational presentation only.

Background

The Federal Emergency Management Association (FEMA) manages the National Flood Insurance Program (NFIP), which provides flood insurance and disaster relief to property owners who live in participating communities. Participation in the NFIP is voluntary; Yuba County joined the NFIP in 1983. Participants in the NFIP have to meet certain minimum standards for construction and floodplain management. FEMA encourages communities to implement higher standards by providing discounts on flood insurance rates. These discounts are provided to communities under the Community Rating System (CRS) program. The CRS program provides incentives in the form of premium discounts for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Once a community applies to join the CRS program, FEMA sets the CRS classification based upon the credit points. This classification determines the premium discount for policyholders. There are ten CRS classifications: Class "1" requires the most credit points and gives the greatest premium discount (45%); while Class "10" receives no discount. Yuba County is a Class "6" community, and receives a 20% discount on flood insurance premiums. The standards for achieving discounts changed in 2013, so Yuba County will be adjusting its CRS activities accordingly.

Discussion

A key activity that earns credit points under the CRS program is public outreach. Credit for seven out of the 19 CRS creditable activities is substantially increased if the outreach program is developed by a Program for Public Information committee. The Program for Public Information is an ongoing public information effort to design and transmit the messages that the community determines are most important to its flood safety. For CRS credit, the Program for Public Information must be developed according to a seven-step planning and public involvement process, and the community's governing body must formally adopt the Program for Public Information on an annual basis.

According to FEMA requirements, the Program for Public Information committee must have at least five members, must include a representative from the community's floodplain management office, and the community's Public Information Officer. At least half of the members of the committee must be from outside the local government. Representatives from specific business sectors of the local community are encouraged, such as a local insurance agent or a representative from a local lending institution.

Committee Action:

The committee was bypassed as this item is informational only.

Fiscal Impact:

The fiscal impact of developing a Program for Public Information is minimal; the Program for Public Information committee is anticipated to meet two to four times per year, which will require only five to ten hours of staff commitment. Participation in the overall CRS program requires routine staff activities such as reviewing and maintaining Elevation Certificates, providing floodplain management information and advice, maintaining flood maps, and participating in flood warning and response programs. These efforts currently save local property owners \$70,039 per year in flood insurance premiums. This amount is anticipated to increase as subsidized flood insurance rates for non-residential parcels are phased out under the Biggert-Waters Flood Insurance Reform Act of 2012.



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors *RB/te*
FROM: Robert Bendorf, County Administrator
RE: Appointment of the Director of Health and Human Services
DATE: August 26, 2014

RECOMMENDATIONS

It is recommended that the Board of Supervisors receive an introduction of Jennifer Vasquez as Yuba County's Director of Health and Human Services effective September 1, 2014, approve the related employment agreement and authorize the County Administrator to sign.

BACKGROUND

The Health and Human Services Director position was vacated in December of 2013 subsequent to the retirement of then current director Suzanne Nobles. In January 2014, the County Administrator appointed Jennifer Vasquez as the Interim Director, where she has remained in that role.

DISCUSSION

The Health and Human Services Agency is the largest county department in terms of budget and staff. Several critical public service functions are coordinated within the agency including, but not limited to, Child Welfare Services, Adult Protective Services, Public Health, CalWorks, Medi-Cal, and Welfare Fraud.

Jennifer Vasquez has worked for Yuba County for approximately fourteen years, all with the Health and Human Services Agency. She has held several positions including eligibility technician, social worker, supervisor and program manager. Jennifer possesses a Bachelor's Degree in Organizational Leadership. Her experience in working with some of our most vulnerable population and her collaborative countywide efforts positions Jennifer to provide great leadership for our organization and our community.

FISCAL IMPACT

Compensation for the Director of health and Human Services is adequately budgeted for FY 14-15. The employment agreement provides benefits for similarly situated executive management positions.

**EMPLOYMENT AGREEMENT BY AND BETWEEN
COUNTY OF YUBA AND JENNIFER VASQUEZ**

RECITALS

This Agreement is entered into by and between the County of Yuba (County) and Jennifer Vasquez (Employee) and is dated this 26th day of August, 2014.

A. County desires to employ Employee as its Director of Health and Human Services and Employee desires to serve as the Director of Health and Human Services of County beginning September 1, 2014.

B. The County Administrator (CAO), as appointing authority, and Employee desire to agree in writing to the terms and conditions of Employee's employment as Yuba County's Director of Health and Human Services.

AGREEMENT

1. PARTIES AND INCORPORATION BY REFERENCE

The parties to this Agreement are County and Employee. The foregoing recitals are incorporated herein by this reference.

2. DUTIES

(a) County agrees to employ Employee and Employee agrees to serve as Director of Health and Human Services of Yuba County to perform the functions and duties as specified in the Yuba County Ordinance Code, Resolutions, and all other applicable laws, rules and regulations now in effect or hereafter adopted, and to perform

other legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by County.

(c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California Law. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

3. TERM

(a) The term of this Agreement shall be from the date first set forth above in Recital A until terminated by either party in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and further agrees that she will not take any position, paid or otherwise, which may in any degree conflict or appear to conflict with the duties inherent in the position of Director of Health and Human Services of County.

4. TERMINATION AND RESIGNATION

(a) Employee may resign at any time and agrees to give the County no less than ninety (90) days' advance written notice of the effective date of her resignation.

(b) County may terminate Employee at any time upon written notice. The parties hereto recognize and affirm:

1. Employee is an "at-will" Employee whose employment may be terminated by the County Administrator without cause;

2. There is no express or implied promise made to Employee for any form of continued employment as Director of Health and Human Services; and,

3. This Agreement is the sole and exclusive basis for an employment relationship between Employee and County.

(c) A decision to terminate Employee may be made by the County Administrator consistent with this Agreement and with applicable laws, rules and ordinances governing such dismissal.

(d) Employee shall have the option to resign her office instead of being terminated if an action by the County Administrator to terminate "not for cause" has been initiated. Employee shall be given a time certain by which such resignation in writing shall be delivered to the County Administrator.

(e) In the event the County Administrator terminates Employee for cause, Employee shall have the right to a name clearing hearing involving notice of the charges and an opportunity to respond.

5. SEVERANCE PAY

(a) If the County Administrator terminates Employee while she is still willing and able to perform the duties of Director of Health and Human Services, County and Employee agree that she will immediately be placed on paid Administrative Leave for a period of time not to exceed four (4) months. If, within that four month period, Employee secures employment with another PERS employer, Employee agrees to tender her resignation with County of even date with her start date at her new employment, which resignation will discontinue payments under the paid Administrative Leave section. Employee specifically acknowledges and agrees that said payment(s) will release County, its agents, servants, employees and elected officials from any further obligation, whether known or unknown, at the time of any such resignation or termination.

(b) If Employee is terminated for cause, including but not limited to acts of moral turpitude, conflict of interest, or incompatibility of office, County shall have no obligation to continue the employment of Employee or to pay the severance set forth above.

6. SALARY

Commencing with the date of appointment set forth above, Employee shall be compensated according to the Yuba County Classification System - Basic Salary Schedule which identifies the base gross monthly rate of the Director of Health and Human Services. Additionally, Employee shall be entitled to an increase equal to any cost of living increase given to management employees.

7. SUPPLEMENTAL BENEFITS

County shall also provide Employee the same benefits as provided to County management employees, commensurate with her appointment as Director of Health and Human Services, and as they may be amended from time to time. All actions taken by the County relating to benefits for management employees shall be actions granting the same benefits to Employee.

8. MONTHLY VEHICLE ALLOWANCE

County agrees to pay Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of three hundred dollars (\$300.00) per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employee shall be responsible for paying for and maintaining liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

9. PERFORMANCE EVALUATION

The County Administrator shall evaluate Employee's performance at least annually. In addition, in connection with and at the time of such evaluation the County Administrator and Employee will set goals and objectives for the ensuing year.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The County Administrator shall fix any other terms and conditions of employment as it may determine from time to time, provided that such terms and conditions are not inconsistent with provisions of this Agreement or applicable law.

11. NOTICES

Any notices required by this Agreement shall be in writing and either given in person to the recipient or by first class mail, postage prepaid, and addressed as follows:

TO COUNTY: County Administrator
915 Eighth Street Suite 115
Marysville, CA 95901

TO EMPLOYEE: Jennifer Vasquez
5730 Packard Ave. Suite 100
Marysville, CA 95901

12. ENTIRE AGREEMENT

This Agreement is the final expression of and constitutes the complete Agreement between the parties with respect to the matters set forth herein and supercedes all prior oral or written understandings except as may be set forth herein. This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

13. ASSIGNMENT

This Agreement is not assignable by either County or Employee. Any Agreement to the contrary by either party shall be void.

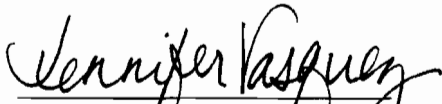
14. SEVERABILITY

In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, County and Employee have caused this Agreement to be signed and executed as set forth below.

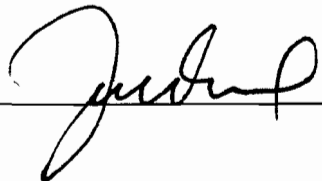
EMPLOYEE

COUNTY OF YUBA


Jennifer Vasquez, Employee

by: _____
Robert Bendorf, County Administrator

APPROVED AS TO FORM
ANGIL MORRIS-JONES, COUNTY COUNSEL

by  _____

Total Number of Classifications: 305
Resolution #2014-53 BOS Approved 7/8/2014

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2014

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
DHRR	Director of Health and Human Services	8	\$10,392	59.95	07	9410

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Resolution for Tax Revenue Exchange between the County of Yuba and the Linda Fire Protection District (Annexation of APN 019-650-006)
DATE: August 26, 2014

RECOMMENDATION

Adopt the attached Resolution approving the attached Tax Revenue Exchange Agreement between the County of Yuba and the Linda Fire Protection District ("District").

BACKGROUND

As part of any annexation of property into a city, county or special district, the entities that receive property taxes within the specified area must agree on what changes, if any, there will be for distribution of the property taxes. A proposal has been filed by Woodside Homes with the LAFCO Executive Officer to annex 4.16 acres of unincorporated territory within Yuba County into the District –(LAFCo Project 2014-0002).

DISCUSSION

Woodside Homes intends to build 24 homes in the above stated parcel. Plans have been filed with the County and an annexation application into the District has been filed. Currently, the parcel is not within any fire protection district. If the annexation is complete, the District would formally assume fire, emergency responses and associated duties for the area.

Currently, the District does not receive a share of local property tax from the parcel and the associated Tax Rate Area (TRA 064-379). The County receives 24.8154% of the Post ERAF property tax. For the current tax year, the assessed value of the unimproved parcel is \$52,000, of which the County receives \$129 dollars annually.

Section 99 of the Revenue and Taxation Code requires, before the LAFCo Executive Officer issues a certificate of filing for a proposed jurisdictional change, that an exchange of property tax revenue be negotiated between the affected agencies.

Upon review of Tax Rate Area 064-379, the following receive a portion of the Post ERAF 1% ad valorem tax: Yuba County, Marysville Joint Unified School District, Yuba Community College District, County Schools, ERAF, Yuba County Water Agency and Yuba-Sutter Mosquito Abatement. Attached is a document from the Yuba County Auditor-Controller listing the percentages of each entity. The County is charged with negotiating with each of the entities (absent the ERAF apportionment) and an agreement would have to be approved by each of their respective boards.

A neighboring tax rate area for which the District receives a share of the property tax, of that rate is approximately 12.9%. Through discussions by the County Administrator with Chief Rich Webb of the District, it was determined that on average, through various tax rate areas served by the District, the average percentage of the 1% ad valorem property tax received is 6%.

Considering the aforementioned and based on further discussions with Chief Webb, the agreement presented today recommends the County provide an amount equal to 6% of the 1% ad valorem property tax increment in TRA 064-379 to the District. The attached agreement shall be effective beginning in FY 2015-2016 and consistent with the language contained in the attached resolution and agreement.

In addition, County staff will subsequently seek to coordinate with other sharing eligible taxing entities a potential amendment to the agreement that would involve all eligible parties sharing an appropriate percentage for fire services.

COMMITTEE ACTION

This item is being presented directly to the full Board.

FISCAL IMPACT

Currently, the County would receive approximately \$30.00 less in property tax revenue annually per the agreement or approximately \$13.00 less if shared among multiple agencies.

At build out, the County could receive approximately \$3,600 less in property tax revenue annually per the agreement or approximately \$1,200 if shared among multiple agencies.

ANNEXATION REQUEST FROM LINDA FIRE PROTECTION DISTRICT

WOODSIDE HOMES

LAFCO # 2014-0002

SECURED ASSESSMENT # 019-650-006-000

SECURED

064-379

Net Value of Change: 52,000

Divided by Current 13/14 Roll Value: 52,000

(Sec/Unsec/Non-Unitary)

Equals % Decrease in Value: 100.00000%

Times Total Est. Rev. in TRA: 520

Est. Rev. for Value Change: 520

Times Allocation Factor for each Entity in TRA: PRE ERAF POST ERAF Est. Revenue: TRA Revenue:

01200 COUNTY OF YUBA	0.479290	0.248154	129	129	01200
03400 MARYSVILLE JUSD	0.378698	0.378698	197	197	03400
03500 YUBA COMMUNITY COLLEGE	0.076923	0.076923	40	40	03500
03700 COUNTY SCHOOL	0.035503	0.035503	18	18	03700
03800 ERAF	0.000000	0.231136	120	120	03800
05300 YUBA COUNTY WATER AGENCY	0.005917	0.005917	3	3	05300
07000 SUTTER-YUBA MOSQ ABATEMENT	0.023669	0.023669	12	12	07000

1.000000	1.000000	520	520
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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ADOPTING A PROPERTY TAX)
REVENUE EXCHANGE AGREEMENT BETWEEN)
THE COUNTY OF YUBA AND THE LINDA FIRE)
PROTECTION DISTRICT FOR ASSESSOR'S PARCEL)
NUMBER 019-650-006)
_____)

Resolution No. _____

WHEREAS, under the provisions of Proposition 13 adopted in 1978, the distribution of property taxes within each county became the responsibility of the County Board of Supervisors; and

WHEREAS, Proposition 13 failed to make any provision for the redistribution of these taxes, as a result of reorganization of the cities and districts within the County; and

WHEREAS, Revenue and Taxation Code Section 99(b) designates the Yuba County Board of Supervisors as the agency responsible for deciding what sort of property tax revenue exchanges should occur in the case of special district annexations with the County; and

WHEREAS, Section 99 of the Revenue and Taxation Code requires, before the LAFCo Executive Officer issues a certificate of filing for a proposed jurisdictional change, that an exchange of property tax revenue be negotiated between the affected agencies; and

WHEREAS, a proposal has been filed with the LAFCo Executive Officer to annex 4.16 acres of unincorporated territory within Yuba County into the Linda Fire Protection District –LAFCo Project 2014-0002; and

WHEREAS, negotiations have been held between the County of Yuba and the Linda Fire Protection District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Yuba as follows:

1. The Board of Supervisors approves the attached Property Tax Revenue Agreement between the County of Yuba and the Linda Fire Protection District.

2. Upon finalization of LAFCo Project 2014-0002, property tax revenues generated from within the subject area shall be governed by the attached Property Tax Exchange agreement.
3. This determination is made without prejudice to any future jurisdictional changes and does not establish a precedent for making future determinations pursuant to Section 99 of the revenue and taxation code.
4. The Clerk is directed to file a certified copy of this resolution to the Yuba Local Agency Formation Commission, the County Administrative Office, the Auditor of the County of Yuba, and the Linda Fire Protection District.
5. Upon completion of the LAFCO proceedings, beginning in FY 2015-2016, the Yuba County Auditor-Controller is hereby directed to distribute the property tax revenues for taxing agencies within the detachment area in accordance with this resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 26th day of August, 2014, by the following vote:

AYES:

NOES:

ABSENT:

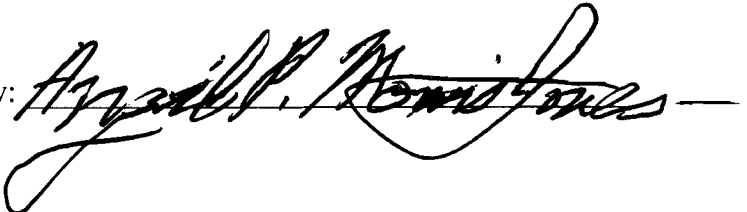
ABSTAIN:

By: _____
John Nicoletti, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel

By: _____

By:  _____

AGGREMENT FOR APPORTIONMENT OF PROPERTY TAX REVENUES

DUE TO ANNEXATION

THIS AGREEMENT is entered into by and between the County of Yuba ("County"), a political subdivision of the State of California, and the Linda Fire Protection District ("District"), a special district located within the County.

RECITALS

1. Property owner Woodside Homes submitted an application to the Yuba County Local Agency Formation Commission (LAFCO) proposing to annex that certain unincorporated area shown on Exhibit A ("Property") into the boundaries of the District. The application is incorporated herein as if set forth in full.
2. Section 99 of the Revenue and Taxation Code provides that upon the filing of an application for a jurisdictional change, LAFCO's Executive Officer may not issue a Certificate of Filing on the application until the local agencies whose service areas or responsibilities will be altered should the annexation occur reach an agreement as to the amount of property tax revenues to be exchanged among them.
3. To the extent applicable, Revenue and Taxation Code Section 99 provides that when a jurisdictional change such as annexation will affect special districts, the County Board of Supervisors shall negotiate a property tax exchange agreement on behalf of the special districts that will be affected by the jurisdictional change. Pursuant to Revenue and Taxation Code Section 99.01(a)(3), the District has negotiated for the property tax exchange on its own behalf.
4. In accordance with Revenue and Taxation Code Section 99.01, the property tax revenue exchanged hereunder shall be limited to the "Tax Increment" as defined herein. For purposes of this Agreement, the Tax Increment means (a) the annual incremental tax increase (b) generated in the Property (c) based upon the assessed valuation in each

fiscal year after the annexation is completed (d) that is attributable to those local agencies, including the County pursuant to Revenue and Taxation Code Section 95(a), that receive an apportionment of the property tax revenue from the property.

5. The District's service area and responsibilities will be altered should the contemplated annexation occur, and a portion of the Tax Increment is necessary to maximize the District's ability to finance the delivery of essential services in the Property after annexation.
6. The parties have negotiated this Agreement for the exchange of Tax Increment for the proposed annexation of the Property, whether or not applicable statutes change in the future.

AGREEMENT

NOW, THEREFORE, County and District agree as follows:

1. The parties mutually agree to an exchange of incremental property tax revenue generated in the Property annexed as set out in this paragraph. The County currently receives 24.8% of the 1% ad valorem property tax. Upon completion of the annexation, the District shall receive 6% of the 1% ad valorem property tax from the annual tax increment generated in the annexation area from the County's share of the 1% ad valorem property tax as stated above.
2. All other local taxing entities' rate of apportionment shall not be changed as a result of this annexation.
3. This agreement shall be effective upon approval of the annexation by the LAFCO and shall continue in full force and effect thereafter unless amended by the mutual consent of the County and the District.
4. Neither this agreement nor any part hereof is intended to or shall establish any precedent for any future agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of the County of Yuba on the ____ day of _____ 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____

John Nicoletti, Chair

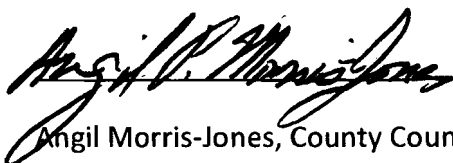
Board of Supervisors

Attest:

Donna Stottlemeyer, Clerk of the

Board of Supervisors

Approved as to form:

A handwritten signature in black ink, appearing to read "Angil Morris-Jones", written over a horizontal line.

Angil Morris-Jones, County Counsel

PASSED, ADOPTED AND APPROVED by the Linda Fire Protection District Board of Directors on the ____ day of _____ 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____

Robert Shinn, Chair

Linda Fire Protection District

Attest:

Glen Weldon, Board Member

Linda Fire Protection District

Approved as to form:

William Ross, LFPD Attorney

**POR. SEC. 28, T.15N., R.4E., M. D. B. & M.
TRACT 2003-38, MONTROSE AT EDGEWATER UNIT No. 1**

Tax Area Code
064-379
064-419

19-65

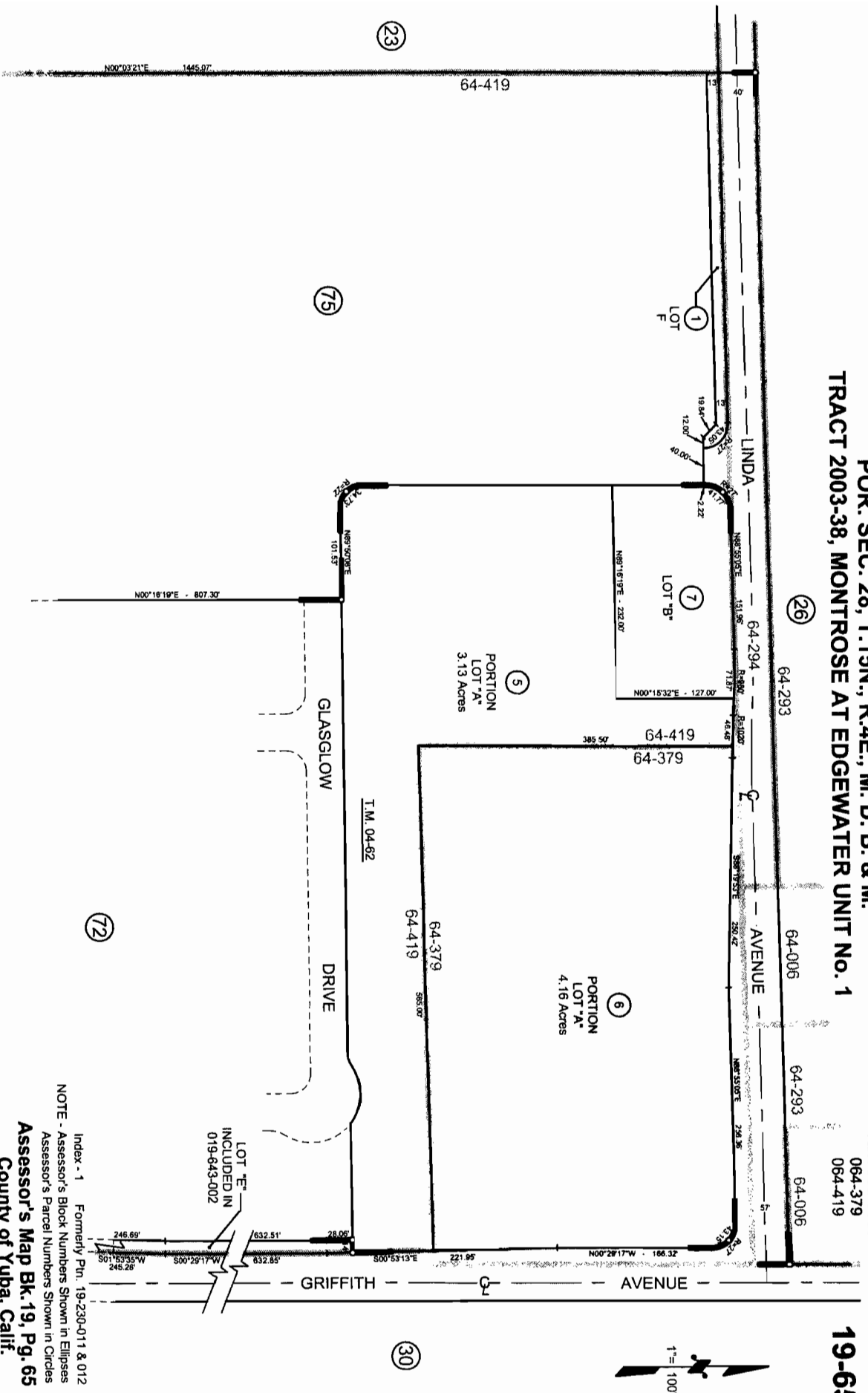


EXHIBIT A

NOTE: This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

R.S. - Bk. 90, Pgs. 13-16 (Tract 2004-62)
R.S. - Bk. 83, Pgs. 45-51 (Tract 2003-38)

Index - 1 Formerly Ptn. 19-230-011 & 012
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Assessor's Map Bk. 19, Pg. 65
County of Yuba, Calif.

10/13

10/08

AGGREMENT FOR APPORTIONMENT OF PROPERTY TAX REVENUES

DUE TO ANNEXATION

THIS AGREEMENT is entered into by and between the County of Yuba ("County"), a political subdivision of the State of California, and the Linda Fire Protection District ("District"), a special district located within the County.

RECITALS

1. Property owner Woodside Homes submitted an application to the Yuba County Local Agency Formation Commission (LAFCO) proposing to annex that certain unincorporated area shown on Exhibit A ("Property") into the boundaries of the District. The application is incorporated herein as if set forth in full.
2. Section 99 of the Revenue and Taxation Code provides that upon the filing of an application for a jurisdictional change, LAFCO's Executive Officer may not issue a Certificate of Filing on the application until the local agencies whose service areas or responsibilities will be altered should the annexation occur reach an agreement as to the amount of property tax revenues to be exchanged among them.
3. To the extent applicable, Revenue and Taxation Code Section 99 provides that when a jurisdictional change such as annexation will affect special districts, the County Board of Supervisors shall negotiate a property tax exchange agreement on behalf of the special districts that will be affected by the jurisdictional change. Pursuant to Revenue and Taxation Code Section 99.01(a)(3), the District has negotiated for the property tax exchange on its own behalf.
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AGREEMENT

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2. All other local taxing entities' rate of apportionment shall not be changed as a result of this annexation.
3. This agreement shall be effective upon approval of the annexation by the LAFCO and shall continue in full force and effect thereafter unless amended by the mutual consent of the County and the District.
4. Neither this agreement nor any part hereof is intended to or shall establish any precedent for any future agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of the County of Yuba on the ____ day of _____ 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____

John Nicoletti, Chair

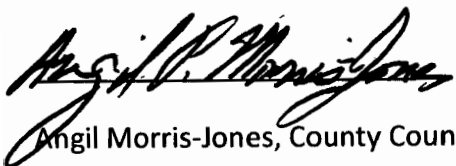
Board of Supervisors

Attest:

Donna Stottlemeyer, Clerk of the

Board of Supervisors

Approved as to form:



Angil Morris-Jones, County Counsel

PASSED, ADOPTED AND APPROVED by the Linda Fire Protection District Board of Directors on the ____ day of _____ 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____

Robert Shinn, Chair

Linda Fire Protection District

Attest:

Glen Weldon, Board Member

Linda Fire Protection District

Approved as to form:

William Ross, LFPD Attorney

**POR. SEC. 28, T.15N., R.4E., M. D. B. & M.
TRACT 2003-38, MONTROSE AT EDGEWATER UNIT No. 1**

Tax Area Code
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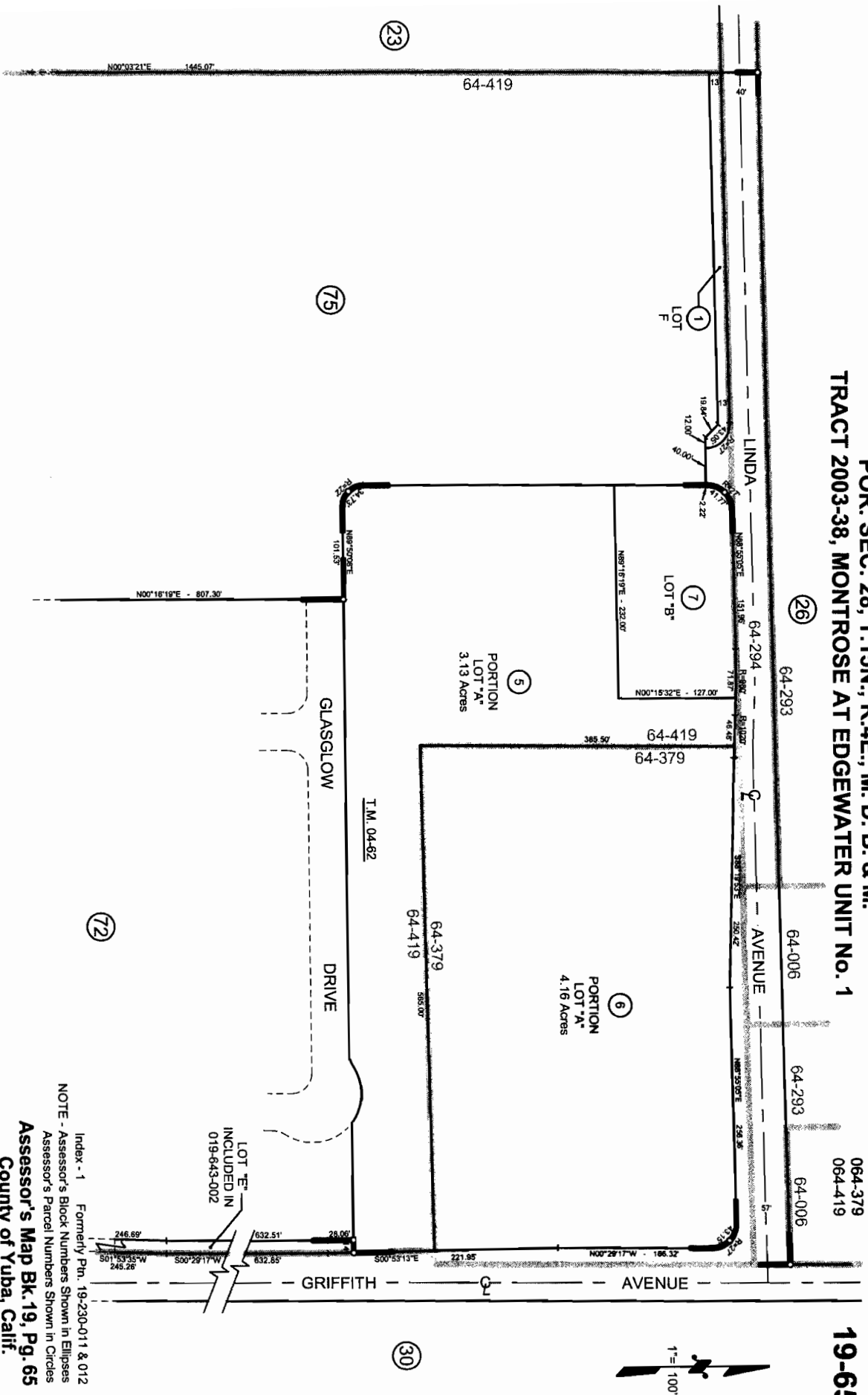


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Assessor's Parcel Numbers Shown in Circles
Assessor's Map Bk. 19, Pg. 65
County of Yuba, Calif.

10/13

10/08

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SUTTER-YUBA MENTAL HEALTH SERVICES

1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520



387 -14

Tony Hobson, Ph.D.
Assistant Director of Human Services
Director of Mental Health/Alcohol & Drug Program Administrator

Administration Services
(530) 822-7200
FAX (530) 822-7627

STAFF REPORT

DATE: August 26, 2014

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D., Assistant Director of Human Services for Mental Health *lam*

SUBJECT: Approval of Memorandum of Understanding regarding Medi-Cal Managed Care between California Health and Wellness Plan and the Counties of Sutter and Yuba for Coordination of Services

Recommendation: It is recommended the Board of Supervisors approve the Memorandum of Understanding (MOU) regarding Medi-Cal Managed Care between California Health and Wellness Plan (CHWP) and the Counties of Sutter and Yuba for Coordination of Services.

Background & Discussion: Sutter-Yuba Mental Health Services (SYMHS) is the Mental Health Plan (MHP) in Sutter and Yuba Counties. The State Department of Health Care Services requires SYMHS to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries. The purpose of the MOU is to describe the responsibilities of SYMHS through its MHP and CHWP in the delivery of specialty mental health services to Members served by both parties. It is the intention of SYMHS and CHWP to coordinate care between providers of physical care and mental health care. The program responsibilities conducted to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or SYMHS.

Past Consideration of the Board: This item has not been considered by the Board previously.

Alternatives: There are no other viable alternatives.

Other Department or Agency Involvement: There are no other departments involved in this MOU.

Action Following Approval: This item will be considered by the Sutter County Board of Supervisors.

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Substance Abuse Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209

Children's System of Care: 822-7478
Youth Services: 822-7513

Fiscal Impact: There is no impact on the County General Fund. This item has no impact on the Mental Health or Mental Health Services Act Budgets.

Standing Committee Review: This item was reviewed by the Health Committee at their August 5, 2014 meeting and approved for placement on the consent calendar.

Attachments or Document Enclosures:

Memorandum of Understanding regarding Medi-Cal Managed Care between California Health and Wellness Plan and Counties of Sutter and Yuba for Coordination of Services

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**MEMORANDUM OF UNDERSTANDING
REGARDING MEDI-CAL MANAGED CARE
between
CALIFORNIA HEALTH AND WELLNESS PLAN and
COUNTIES OF SUTTER AND YUBA for
COORDINATION OF SERVICES**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this _____ day of _____, 20____ by and between the COUNTIES OF Sutter and Yuba, a Political Subdivision of the State of California, hereinafter referred to as "COUNTIES" and CALIFORNIA HEALTH AND WELLNESS PLAN ("CHWP"), a health maintenance organization, whose address is 1740 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833, (Collectively the "Parties" and individually "Party") in order to implement certain provisions of Title 9 of the California Code of Regulations ("CCR").

WHEREAS COUNTIES, through Sutter-Yuba Mental Health Services, is a Mental Health Plan hereinafter referred to as "MHP", as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Health Care Services ("DHCS") to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR; and

WHEREAS, this MOU cannot conflict with MHP's obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the Rehabilitation option and Targeted Case Management and the MHP's responsibilities as a federal managed care Prepaid Inpatient Health Plan (PIHP) under the 1025 (b) waiver; and

WHEREAS, all references in this MOU to "Members" are limited to individuals assigned to or enrolled in CHWP's health plan; and

WHEREAS the purpose of this MOU is to describe the responsibilities of COUNTIES through its MHP and CHWP in the delivery of specialty mental health services to Members served by both parties. It is the intention of COUNTIES and CHWP to coordinate care between providers of physical care and mental health care as set forth in Attachment 1, "Matrix of Parties' Responsibilities".

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. TERM

This MOU shall become effective the 1st day of _____, 20____ and shall remain in effect until _____ 2017.

2. TERMINATION

A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided by the respective plan, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, this MOU shall be considered terminated as of the date funding is unavailable.

B. Without Cause – Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTIES or the Director of COUNTY's MHP, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTIES, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTIES. Furthermore, COUNTIES shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. However, COUNTIES shall retain the right to administer this MOU so as to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. CHWP and COUNTIES shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTIES employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTIES harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTIES or to this MOU.

5. HOLD-HARMLESS

Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend (if requested by the other party) and save harmless the other party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either party agrees to indemnify the other party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a party.

7. CONFIDENTIALITY

All responsibilities performed by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age, or gender, pursuant to all applicable State and Federal statutes and regulations.

9. AUDITS AND INSEPTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<u>CHWP</u>	<u>COUNTY</u>
California Health and Wellness Plan	COUNTY OF SUTTER
1740 Creekside Oaks Drive, Suite 200	1130 Civic Center Blvd
Sacramento, CA 95833	Yuba City, CA 95991
	COUNTY OF YUBA
	915 8 th Street, Suite 109
	Marysville, CA 95901

or to such other address as such Party may designate in writing.

Any and all notices between COUNTIES and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

11. GOVERNING LAW

The parties agree that for the purposes of venue, performance under this MOU is to be in Sutter County, or Yuba County, California.

The rights and obligations of the parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' (DHCS) official policy letters and the laws and regulations of the State of California.


12. ENTIRE AGREEMENT

This MOU including all Exhibits and Attachments set forth below constitutes the entire agreement between CHWP and COUNTIES with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health and Wellness Plan

County of Sutter

Signature: 

Signature:

Print Name: Gregory Buchert, MD

Print Name: Stanley Cleveland, Jr.

Title: Chief Executive Officer

Title: Chairman

Date: 7/29/14

Date:

ECM #: 116963

County of Yuba

Signature:

Print Name: John Nicoletti

Title: Chairman

Date:

To be completed by California Health and Wellness Plan only:

Effective Date of Agreement:

Included in Agreement	Attachment/Exhibit
X	Attachment – Matrix of Parties' Responsibilities
X	- Exhibit 1 Included ICD Diagnoses
X	- Exhibit 2 Medical Necessity Criteria for Specialty Mental Health
X	Attachment B - All Plan Letter 13-021
	" Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services "

**MEMORANDUM OF UNDERSTANDING
MATRIX OF PARTIES' RESPONSIBILITIES**

CATEGORY	MENTAL HEALTH PLAN ("MHP")	CALIFORNIA HEALTH AND WELLNESS PLAN ("CHWP")
A. Referrals & Access	<ol style="list-style-type: none"> 1. In the case of a psychiatric emergency, when an individual is a danger to self or others or gravely disabled, the Managed Care Plan (MCP) or its providers may refer their patient to Psychiatric Emergency Services (PES). If the patient is physically compromised or unstable, the patient should first be referred to Hospital Emergency. PES is in operation 24 hours a day, 7 days a week. 2. In the case of non-emergency psychiatric services, the MCP or their providers may refer their patients to SYMHS open access clinics which are scheduled as follows: <ul style="list-style-type: none"> • Adult Open Access Clinic – Tuesdays or Wednesdays 9:00 AM to 3:00 PM and for Spanish speaking individuals Thursdays 9:00 AM to 11:00 AM. • Children or Youth Services – Monday, Thursday and Fridays 8:00 AM to 10:30 AM. 3. The screening tool for Adults will be the Level of Care Utilization System (LOCUS) and for Youth will be the Child and Adolescent Level of Care Utilization System (CALOCUS). Individuals scoring 1 or 2 on the scale will be treated by primary care. Individuals scoring 3 or above will be referred to the MHP. 	<ol style="list-style-type: none"> 1. CHWP has a liaison that coordinates activities with the MHP and MHP Liaison. 2. The Liaison will notify CHWP staff and CHWP providers of their responsibilities to coordinate services with the MHP. 3. The CHWP Provider Directory is available on line and updated at a minimum on a quarterly basis. 4. The CHWP Provider Operations Manual is available on line. 5. CHWP Primary Care Providers (PCPs) will be responsible for providing 24 hours a day, seven days a week, access to health care services for Members as specified in the CHWP contract with Department of Health Care Services. 6. PCPs will utilize the Level of Care Utilization System/Child and Adolescence Level of Care Utilization System (LOCUS/CALOCUS) assessment tools. Members who score three (3) or higher on the assessment tool shall be referred to the MHP for evaluation and appropriate services. PCPs will refer Members for: <ol style="list-style-type: none"> a. An assessment to confirm or arrive at a diagnosis. b. Mental health services other than medication management needed for a Member with a diagnosis included in the responsibilities of the MHP. c. For identification of conditions not responsive to physical healthcare-based treatment. 7. PCPs will provide primary care mental health treatment that

		<p>includes:</p> <ul style="list-style-type: none"> a. Basic education, assessment, counseling and referral and linkage to other services for all Members. b. Medication and treatment for: <ul style="list-style-type: none"> i. Mental health conditions that would be responsive to physical healthcare-based treatment. ii. Mental health disorders due to a general medical condition. c. Medication-induced reactions from medications prescribed by physical health care providers. <p>8. PCPs will provide or arrange for:</p> <ul style="list-style-type: none"> a. Covered medical services. b. Primary mental health intervention for Member with "Excluded Diagnosis" as identified in Specialty Mental Health Services identified in Exhibit 2. c. Outpatient mental health services within the PCP's scope of practice. <p>9. CHWP and MHP recognize that the PCP's ability to treat mental disorders will be limited to each provider's training and scope of practice.</p> <p>10. When the Member does not meet mental health medical necessity, CHWP and PCP will be responsible for coordinating a referral to a CHWP contracted provider.</p>
B. Medical Records Exchange Of Information	<p>1. MHP will follow all applicable laws pertaining to the use and disclosure of protected health information including but not limited to:</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. 	<p>1. CHWP will follow all applicable laws pertaining to the use and disclosure of protected health information including but not limited to:</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 et. seq) • CMIA (Ca Civil Code 56 through 56.37)

	Section 17921 et. seq)	
C. Covered Services and Populations	1. MHP will provide services as provided for in DHCS's Coverage and Population Matrix. This matrix is Attachment 1 to DHCS all Plan Letter 13-021, Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services. (Attachment B).	2. CHWP will provide services as provided for in DHCS's Coverage and Population Matrix. This matrix is Attachment 1 to DHCS all Plan Letter 13-021, Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services. (Attachment B).
D. Ancillary Mental Health Services	<p>1. When medical necessity criteria are met and services are approved by the MHP, the MHP and its contracted providers will provide hospital-based specialty mental health services.</p> <p>2. The MHP will provide the names of the MHP's prescribing physicians.</p>	<p>1. CHWP must cover and pay for medically necessary prescription drug, laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311. CHWP will cover and pay for related services for Electroconvulsive Therapy (ECT), anesthesiologist services provided on an outpatient basis, per Attachment B, attached hereto.</p> <p>2. CHWP will cover and pay for all medically necessary professional services to meet the physical health care needs of the Members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility (PHF). These services include the initial health history and physical assessment required within 24 hours of admission and any medically necessary physical medicine consultation, per Attachment B, attached hereto.</p>
E. Emergency Department Services	<p>1. After the physical health care needs of the Member are resolved by the Emergency Department and the member is referred to the MHP for psychiatric evaluation the MHP shall assess and evaluate if the Member meets MHP medical necessity criteria and the services that are required.</p> <p>2. The MHP is responsible for the facility charges resulting from the care of a Member whose condition meets MHP medical necessity</p>	<p>1. CHWP shall cover and pay for all professional services, except the professional services of a mental health specialist when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria.</p> <p>2. CHWP shall cover and pay for the facility charges resulting from the emergency services and care of a Member whose condition meets MHP medical necessity criteria when such services and care do</p>

	<p>criteria when such services and care do result in the admission of the Member for psychiatric inpatient hospital services.</p>	<p>not result in the admission of the member for psychiatric inpatient hospital services or when such services result in an admission of the member for psychiatric inpatient hospital services at a different facility.</p> <ol style="list-style-type: none"> 3. CHWP shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a Member with an excluded diagnosis or a Member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of the Member for psychiatric inpatient hospital services. 4. Payment for the professional services of a mental health specialist required for the emergency services and care of a Member with an excluded diagnosis is the responsibility of CHWP. 5. CHWP will maintain a toll-free 24 hour member service and Nurse Advice Line. 6. CHWP is not required to cover room and board charges or mental health services associated with a Member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services, per Attachment B, attached hereto.
F. Home Health Agency Services	<ol style="list-style-type: none"> 1. MHP shall cover and pay for case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247, which are prescribed by the MHP's psychiatrist and are provided to a Member who is homebound. MHP will collaborate with CHWP on any specialty mental health services being provided to a Member. 	<ol style="list-style-type: none"> 1. CHWP will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337 prescribed by a CHWP provider when medically necessary to meet the needs of homebound Members. 2. CHWP is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program.

		<ol style="list-style-type: none"> CHWP will refer Members who may be at risk of institutional placement to the Home and Community Based services (HCBS) Waiver Program if appropriate.
G. Nursing And Residential Facility Services	<ol style="list-style-type: none"> MHP will arrange and coordinate payment for nursing facility services, i.e., Augmented Board and Care (ABC), Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for Members who meet medical necessity criteria and who require a special treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)]. MHP will provide medically necessary specialty mental health services, typically visits by psychiatrists and Mental Health staff. 	<ol style="list-style-type: none"> CHWP will arrange and pay for nursing facility services for Members who meet the medical necessity criteria for the month of admission plus one month, per Title 22, CCR, Section 51335. CHWP will arrange for disenrollment from managed care if Member needs nursing services for a longer period of time. CHWP will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.
H. Medical Transportation	<ol style="list-style-type: none"> Medical transportation services as described in Title 22, Section 51323 are not the responsibility of the MHP except when the purpose of the medical transportation service is to transport a Medi-Cal beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital. 	<ol style="list-style-type: none"> CHWP will arrange and pay for transportation of Members needing medical transportation from: <ol style="list-style-type: none"> The emergency room for medical evaluation to the designated mental health facility. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition. A medical inpatient hospital to a psychiatric inpatient hospital required to address the Member's change in psychiatric condition. CHWP will cover and pay for all medically necessary transportation. Ambulance services are covered when the Member's medical condition contraindicates the use of other forms of medical transportation. Medical transportation is covered, without prior authorization, to the

		<p>nearest facility capable of meeting the medical needs of the Member as per 22 CCR 51323.</p> <p>4. Ambulance, litter van, and wheelchair van medical transportation services are covered when the Member's medical and physical condition is such that transport by ordinary means of public or private conveyance is medically contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation.</p> <p>5. CHWP will cover all nonemergency medical transportation necessary to obtain program covered services:</p> <p>a. When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization.</p> <p>b. Transportation shall be authorized only to the nearest facility capable of meeting the Member's medical needs.</p> <p>6. CHWP will cover and pay for necessary non-emergency medical transportation services when prescribed for a Member by a Medi-Cal mental health provider.</p> <p>7. CHWP will maintain a policy of non-discrimination regarding Members with mental disorders who require access to any other transportation services provided by CHWP.</p>
I. Developmentally	1. MHP will refer Members with	1. CHWP PCPs will refer Members

Disabled Services	<p>developmental disabilities to the Alta California Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.</p> <p>2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that are available to a Member when that Member has been determined to be ineligible for MHP covered services because the Member's diagnosis is not included in Attachment B.</p>	<p>with developmental disabilities to the Alta California Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</p> <p>2. CHWP will make good faith efforts to execute an MOU with Alta California Regional Center.</p>
J. History and Physical for Psychiatric Hospital Admission	<p>1. MHP will utilize CHWP network providers to perform medical histories and physical examinations required for mental health and psychiatric hospital admissions for CHWP members unless a provider is not available. In the event a CHWP provider is not available, MHP will utilize its contract physicians to perform medical histories and physical examinations required for mental health and psychiatric hospital admissions, and will be reimbursed by CHWP for these services.</p>	<p>1. CHWP will cover and pay for all medically necessary professional services to meet the physical health care needs of Members who are admitted to the psychiatric ward of a general acute care hospital or freestanding licensed psychiatric inpatient facility. These services include the initial health history and physical assessment required within 24 hours of admission and any necessary physical medicine consultations, per Attachment B attached hereto.</p>
K. Diagnostic Assessment And Triage	<p>1. MHP will arrange and pay for specialty MHP provider services for Members who qualify for specialty mental health services.</p> <p>2. Crisis/emergency triage via MHP providers is available 24 hours a day.</p> <p>3. MHP provider will assess and diagnose Member's symptoms and level of impairment utilizing the LOCUS and CALOCUS evaluation tools.</p>	<p>1. CHWP will arrange and pay for assessments of CHWP members by PCPs to:</p> <ul style="list-style-type: none"> a. Rule out general medical conditions causing psychiatric symptoms. b. Rule out mental disorders caused by a general medical condition. <p>2. The PCP will identify those general medical conditions that are causing or exacerbating psychiatric symptoms.</p> <p>3. The PCP will be advised to</p>

		<p>identify and treat non-disabling psychiatric conditions which may be responsive to primary care, utilizing the LOCUS and CALOCUS evaluation tools. When medically necessary, CHWP will cover and pay for physician services provided by specialists such as neurologists, per Attachment B, attached hereto.</p>
L. Referrals	<ol style="list-style-type: none"> 1. MHIP will accept referrals from CHWP staff 2. When Member is appropriately treated and/or stabilized, Member may be referred back, if appropriate, to PCP for maintenance care. The MHIP and CHWP will coordinate services in such cases. 3. The MHP will refer the Member to a source of treatment or a source of referral for treatment outside the MHP when the MHP determines that the Member's diagnosis is not served by specialty mental health. 	<ol style="list-style-type: none"> 1. Following the PCP assessment, CHWP staff and/or PCP will refer those Members whose psychiatric condition would exceed mild to moderate as determined by the LOCUS/CALOCUS score of three or higher to the MHIP to determine if specialty mental health services are appropriate and meet medical necessity criteria. 2. CHWP and PCP will coordinate and assist the MHP and Member to keep their appointments and referrals back to their PCP as appropriate for all other services not covered by the MHP. 3. Members not meeting MHP medical necessity guidelines will be referred by CHWP to appropriate community resources for assistance in identifying programs available for low income Medi-Cal beneficiaries.
M. Notice of Action (NOA)	<ol style="list-style-type: none"> 1. Per Welfare & Institution Code, Section 5777.5(b) (2) the MHP will respond by the close of business day following the day the deferral notice is received. 	
N. Service Authorizations	<ol style="list-style-type: none"> 1. MHP will authorize assessment and/or treatment services by MHP providers who are credentialed and contracted with MHP for services that meet specialty mental health services medical necessity criteria. 	<ol style="list-style-type: none"> 1. CHWP will authorize medical assessment and/or treatment services by CHWP network providers who are credentialed and contracted with CHWP for covered services. 2. CHWP will inform PCPs that they may refer Members to the MHP for initial diagnosis and assessment of the Member.
O. Consultation	<ol style="list-style-type: none"> 1. MHP will provide consultations 	<ol style="list-style-type: none"> 1. PCP providers will be available to

	<p>to CHWP PCP providers as it relates to specialty mental health issues including but not limited to medication issues, linkage with community resources, etc., in accordance with HIPAA federal and state regulations regarding confidentiality per HIPPA Privacy Rule 45 C.F.R. Part 164.</p>	<p>consult with MHP and MHP providers regarding Members who are treated by both, in accordance with HIPAA federal and state regulations regarding confidentiality, per HIPPA Privacy Rule 45 C.F.R. Part 164.</p> <ol style="list-style-type: none"> For those Members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by the MHP provider, CHWP and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: <ol style="list-style-type: none"> Acquiring access to covered CHWP medical services. Treatment of physical symptoms precipitated by medications used to treat mental disorders. Treatment of complicated sub-syndrome medical symptoms. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.
<p>P. Early Periodic Screening, Diagnosis And Treatment (EPSDT), Supplemental Services</p>	<ol style="list-style-type: none"> MHP will utilize Medi-Cal medical necessity criteria established for EPSDT supplemental services to determine if a child, 21 years of age and under, meets those criteria. When EPSDT criteria are met, MHP is responsible for arranging and paying for EPSDT supplemental services provided by MHP specialty mental health providers. When EPSDT supplemental criteria are not met, MHP will refer Member children as follows: <ol style="list-style-type: none"> Referral to CHWP or a CHWP provider. Referral to California Children's Services (CCS)-for those children who have a CCS medically eligible condition and require mental 	<ol style="list-style-type: none"> When CHWP determines that EPSDT supplemental services criteria are not met and the Member child's condition is not CCS eligible, CHWP will refer the Member child to the PCP for treatment of conditions within the PCP's scope of practice. Referrals to an appropriate linked program will be made for treatment of conditions outside the PCP's scope of practice. CHWP will assist the members by providing links to known community providers of supplemental services. CHWP will cover all, medically necessary professional services to meet the physical health care needs of Members admitted to a general acute care hospital ward or to a freestanding licensed psychiatric inpatient hospital or to

	<p>health provider services related to the eligible condition.</p> <p>c. When a referral is made, the MHP will notify CHWP of the referral.</p>	<p>a Psychiatric Health Facility (PHF).</p>
Q. Pharmaceutical Services And Prescribed Drugs	<ol style="list-style-type: none"> 1. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for Members under their treatment. 2. MHP will coordinate with CHWP representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the CHWP formulary and/or available for dispensing by CHWP network pharmacies unless otherwise stipulated by state regulation. 3. MHP providers will utilize CHWP contracted laboratories for laboratory tests required for medication administration and management of psychotropic medications. 4. MHP will provide CHWP with the names and qualifications of the MHP's prescribing physicians, if requested by CHWP. 	<ol style="list-style-type: none"> 1. CHWP will: <ol style="list-style-type: none"> a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers. b. Will make available a list of participating pharmacies and laboratories on the internet. c. Will make available the formulary and information regarding drug formulary procedures on the internet. d. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services. e. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP. 2. CHWP will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization process or formulary for dispensing by CHWP network pharmacies unless otherwise stipulated by state regulation. (See Attachment B). 3. CHWP will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions. <ol style="list-style-type: none"> a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by CHWP network pharmacies. b. CHWP will provide Members with the same drug accessibility written by out-of-network psychiatrists as

		<p>in-network providers.</p> <p>c. CHWP will not cover and pay for mental health drugs written by out-of-network physicians who are not psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited.</p> <p>4. CHWP PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment.</p> <p>5. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the Medi-Cal Fee for Service (FFS) system whether these drugs are provided by a pharmacy contracting with CHWP or by a FFS pharmacy.</p>
R. Laboratory, Radiological And Radioisotope Services	<p>1. MHP or a Medi-Cal FFS mental health services provider needing laboratory, radiological, or radioisotope services for a Member when necessary for the diagnosis, treatment or monitoring of a mental health condition will utilize the list of CHWP contract providers.</p>	<p>1. CHWP will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by a MHP or a Medi-Cal FFS mental health services provider for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis).</p> <p>2. CHWP will coordinate and assist MHP or Medi-Cal FFS mental health provider in the delivery of laboratory radiological or radioisotope services.</p> <p>3. A list of CHWP contracted providers is available online.</p> <p>4. CHWP will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.</p>
S. Care	1. MHP will utilize its Quality	1. CHWP will utilize their liaison as

Coordination	Assurance Officer as its lead for ongoing care coordination with the CHWP. Regular meetings will be held in conjunction with the CHWP Oversight Team on at least a quarterly basis.	its lead for ongoing care coordination with the MHP. Regular meetings will be held on at least a quarterly basis.
T. Oversight Team	<ol style="list-style-type: none"> 1. MHP will utilize its Quality Assurance Officer as its lead for the joint oversight team. The oversight team will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the MOU. The oversight team will also have oversight of the clinical process including screening, assessment, referrals, care management, care coordination, and exchange of medical information. 2. The oversight team will also be responsible for quality improvement requirements. 3. The Oversight Team will meet at least on a quarterly basis. 	<ol style="list-style-type: none"> 1. CHWP will utilize their liaison as its lead for the joint Oversight Team. The Oversight Team will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the MOU. The Oversight Team will also have oversight of the clinical process including screening, assessment, referrals, care management, care coordination, and exchange of medical information. 2. The Oversight Team will also be responsible for quality improvement requirements. 3. The Oversight Team will meet at least on a quarterly basis.
U. Grievances and Complaints	<ol style="list-style-type: none"> 1. MHP will share with CHWP the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services. 2. MHP and CHWP will work collaboratively to resolve any formal grievance or complaint brought to the attention of either plan through the Oversight Team. 	<ol style="list-style-type: none"> 1. CHWP has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services. 2. CHWP liaison will coordinate and share the established complaint and grievance process for its Members with the MHP. 3. MHP and CHWP will work collaboratively to resolve any formal grievance or complaint brought to the attention of either plan through the Oversight Team.
V. Appeal Resolution Process	<ol style="list-style-type: none"> 1. MHP will ensure that the Members are given information on the MHP's appeal process. MHP's appeals process will be shared with CHWP. 2. MHP will ensure that the Members receive specialty mental health services while the dispute is being 	<ol style="list-style-type: none"> 1. CHWP will ensure that medically necessary services continue to be provided to Members while the dispute is being resolved. CHWP's appeal process will be shared with the MHP. 2. CHWP will ensure that Members and providers are given an

	resolved.	opportunity for reconsideration and an appeal for denied, modified or delayed services.
W.MOU Monitoring	<ol style="list-style-type: none"> 1. MHP and CHWP will monitor this MOU at least on a semi-annual basis or upon request. <ol style="list-style-type: none"> a. Within two weeks of a formal request, MHP lead for the joint Oversight Team will meet with CHWP Liaison when MHP or CHWP management identifies problems requiring resolution through the Oversight Team. b. MHP lead for the joint oversight team will be responsible for coordinating, assisting and communicating suggestions for problem resolution to the MHP leadership. c. MHP lead for the joint oversight team will communicate and coordinate MOU changes to the California Department of Health Services (DHCS), MHP service providers and to CHWP and its providers. 2. MHP lead for the joint Oversight Team will participate in an annual review, update and/or renegotiations with CHWP, as mutually agreed. 3. MHP management will provide 60 days advance written notice to CHWP should the MHP decide to modify this MOU. Unless mandated by DHCS directives, state mandated requirements and/or Federal guidelines. 	<ol style="list-style-type: none"> 1. Local CHWP liaison will meet with the MHP liaison to monitor this MOU quarterly and/or upon request. <ol style="list-style-type: none"> a. Within two weeks of a formal request, CHWP liaison will meet with the MHP liaison when the MHP or CHWP management identifies problems requiring resolution through the MOU. b. CHWP liaison will be responsible for coordinating, assisting and communicating suggestions for problem resolution to CHWP leadership. c. CHWP will coordinate and communicate MOU changes to the California Department of Health Care Services, MHP providers and CHWP network services providers. d. CHWP liaison will make a good faith effort to agree to resolutions that are in the best interest of Members and are agreeable to all parties involved. 2. CHWP will conduct an annual review, update and/or renegotiation of this MOU as mutually agreed. 3. CHWP management will provide 60 days advance written notice to MHP should CHWP decide to modify this MOU.
X. Dispute Resolution Process	<ol style="list-style-type: none"> 1. When the MHP has a dispute with CHWP that cannot be resolved through the process set forth in "Section W. MOU Monitoring" to the satisfaction of the MHP concerning the obligations of the MHP or CHWP under this MOU, the MHP may submit a request for resolution to DHCS consistent with the provisions of 9 CCR 	<ol style="list-style-type: none"> 1. If CHWP has a dispute with the MHP that cannot be resolved through the process set forth in "Section W. MOU Monitoring" to the satisfaction of the CHWP concerning the obligations of the CHWP or the MHP under their respective contracts under this MOU, CHWP may submit a request for resolution to DHCS consistent with the provisions of 9

	<p>1850.505.</p> <ol style="list-style-type: none"> The MHP shall give CHWP five (5) business day's notice of intent to submit a request for resolution to DHCS. The MHP shall, concurrent with submitting its request for resolution to DHCS, provide CHWP with a copy of the information being provided DHCS pursuant to 9 CCR 1850.505. Members shall continue to receive medically necessary services, including specialty mental health services and prescription drugs, while any dispute between MHP and CHWP is being resolved. When the dispute involves CHWP continuing to provide services to a Member who CHWP believes requires specialty mental health services from the MHP, the MHP shall identify and provide CHWP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to CHWP provider responsible for the Member's care. 	<p>CCR 1850.505.</p> <ol style="list-style-type: none"> CHWP shall give the MHP five (5) business day's notice of intent to submit a request for resolution to DHCS. CHWP shall, concurrent with submitting its request for resolution to DHCS, provide the MHP with a copy of the information being provided DHCS pursuant to 9 CCR 1850.505. Members shall continue to receive medically necessary services, including specialty mental health services and prescription drugs, while any dispute between MHP and CHWP is being resolved.
Y. Protected Health Information	<ol style="list-style-type: none"> MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> HIPAA / 45 C.F.R. Parts 160 and 164 LPS / W & I Code Sections 5328-5328.15 45 C.F.R. Part 2 HITECH Act (42. U.S.C. Section 17921 et Seq.) MHP will train its workforce in policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate to perform processes and functions within the scope of duties under 	<ol style="list-style-type: none"> CHWP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> Confidentiality of Medical Information Act [California Civil Code 56 through 56.37] Patient Access to Health Records Act (California Health and Safety Code 123100, et seq.) HIPPA (45 CFR Parts 160 and 164). CHWP will train its workforce in policies and procedures regarding Protected Health Information

	<p>this MOU.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be transmitted via email. Unsecured PHI will not be transmitted via email.</p> <p>4. MHP will report suspected privacy breaches to CHWP by email or fax within 24 hours of discovery and report "immediately" by telephone, followed-up by email or fax, actual unauthorized access to PHI and/or any actual or suspected use of disclosure of data in violation of any applicable Federal and State laws and regulations involving CHWP Members.</p>	<p>(PHI) as necessary and appropriate to perform processes and functions within the scope of duties under this MOU.</p> <p>3. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</p> <p>4. CHWP will report suspected privacy breaches to MHP by email or fax within 24 hours of discovery and report "immediately" by telephone, followed up by email or fax, actual unauthorized access to PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations involving MHP Members.</p>
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Included ICD Diagnoses – All Places of Services Except Hospital Inpatient

295.00 – 298.9	302.8 – 302.9	311 – 313.82
299.1 – 300.89	307.1	313.89 – 314.9
301.0 – 301.6	307.3	332.1 – 333.99
301.8 – 301.9	307.5 – 307.89	787.6
302.1 – 302.6	308.0 – 309.9	

***Note:** Treatment of diagnoses 332.1 – 333.99, Medication Induced Movement Disorders, is a covered service only when the Medication Induced Movement Disorder is related to one or more included diagnoses.

Medical Necessity for Specialty Mental Health Services that are the Responsibility
of the County Mental Health Plan

Must have all, A, B and C:

A. Diagnoses

Must have one of the following DSM IV diagnoses, which will be
The focus of the intervention being provided:

Included Diagnoses:

- Pervasive Development Disorders, except Autistic Disorder which is excluded.
- Attention Deficit and Disruptive Behavior Disorders
- Feeding & Eating Disorders of Infancy or Early Childhood
- Other Disorders of Infancy, Childhood or Adolescence
- Schizophrenia & Other Psychotic Disorder
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identify Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders (related to other included diagnoses).

B. Impairment Criteria

Must have one of the following as a result of the mental disorder(s)
identified in the diagnostic ("A") criteria; must have *one* – 1, 2 or 3:

1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate.

Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated
(current DHS EPSDT regulations also apply).

C. Intervention Related Criteria

Must have *all* - 1, 2 and 3 below:

1. The focus of proposed intervention is to address the condition identified in impairment criteria "B" above,
and
2. It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the
impairment, or preventing significant deterioration in an important area of life functioning, and/or for
children it is probable the child will progress developmentally as individually appropriate (or if covered by
EPSDT can be corrected or ameliorated), *and*
3. The condition would not be responsive to physical health care based treatment.
4. EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty
mental health services directed at the substance use as a secondary issue affecting the included diagnosis.

Excluded Diagnoses:

- Mental Retardation
- Learning Disorder
- Motor Skills Disorder
- Communications Disorder
- Autistic Disorder, Other
Pervasive Developmental
Disorders are included.
- Tic Disorders
- Elimination Disorders
- Delirium, Dementia, and
Amnesic and Other Cognitive
Disorders
- Mental Disorders Due to a
General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunction
- Sleep Disorders
- Antisocial Personality
Disorder
- Other Conditions that may be a
focus of clinical attention,
except Medication induced
Movement Disorders which
are included.

A beneficiary may receive services
for an included diagnosis when an
excluded diagnosis is also present.

The intervention must be consistent with, and necessary to the attainment of, the specialty MH treatment goals.



TOBY DOUGLAS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



EDMUND G. BROWN JR.
GOVERNOR

DATE: December 13, 2013

ALL PLAN LETTER 13-021

TO: ALL MEDI-CAL MANAGED CARE HEALTH PLANS

SUBJECT: MEDI-CAL MANAGED CARE PLAN RESPONSIBILITIES FOR
OUTPATIENT MENTAL HEALTH SERVICES

PURPOSE:

The purpose of this All Plan Letter (APL) is to explain the contractual responsibilities of Medi-Cal managed care plans (MCPs) for the provision of medically necessary outpatient mental health services. MCPs must provide specified services to adults and children diagnosed with a mental health disorder, as defined by the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) that results in mild to moderate distress or impairment¹ of mental, emotional, or behavioral functioning. This APL also delineates MCP responsibilities for referring to, and coordinating with, county Mental Health Plans (MHPs) for the delivery of specialty mental health services.

This letter provides updates to the responsibilities of the MCPs for providing mental health services that were described in Policy Letter (PL) 00-001REV². Specialty mental health services (SMHS) provided by county MHPs as described in PL 00-001REV have not changed, and therefore remain the same. The Department of Health Care Services (DHCS) also issued APL 13-018 on November 27, 2013 to address the required memorandum of understanding (MOU) between each MCP and its county MHP.³

BACKGROUND:

The Section 1915(b) Freedom of Choice waiver entitled Medi-Cal Specialty Mental Health Services requires Medi-Cal beneficiaries needing specialty mental health services to access these services through MHPs. To qualify for these services, beneficiaries must meet specialty mental health services medical necessity criteria including having received a covered diagnosis, demonstrating specified impairments,

¹ DHCS recognizes that the medical necessity criteria for impairment and intervention for Medi-Cal specialty mental health services differ for children and adults. Therefore, many children with impairments that may be considered moderate meet, and will continue to meet, medical necessity criteria (Title 9, CCR, Section 1830.210) to access Medi-Cal specialty mental health services provided by MHPs.

² Policy Letters are available at <http://www.dhcs.ca.gov/formsandpubs/Pages/PolicyLetters.aspx>.

³ APLs are available at <http://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx>.

and meeting specific intervention criteria. Medical necessity criteria differ depending on whether the determination is for:

1. Inpatient services;
2. Outpatient services; or
3. Outpatient services for beneficiaries under the age of 21.

Regulations governing medical necessity criteria may be found at Title 9, California Code of Regulations (CCR), Sections (§§) 1820.205 (inpatient),⁴ 1830.205 (outpatient), and 1830.210 (outpatient for beneficiaries under the age of 21).

1. Pursuant to Title 9, CCR §1830.205, a beneficiary must meet the following criteria to receive outpatient Medi-Cal specialty mental health services:
 - a. **Diagnosis:** The beneficiary has one or more diagnoses covered by Title 9, CCR §1830.205(b)(1), whether or not additional diagnoses that are not included in Title 9, CCR §1830.210(b)(1) are also present.
 - b. **Impairment:** The beneficiary must have at least one of the following impairments as a result of the covered mental health diagnosis (see #1.a. above):
 - i. A significant impairment in an important area of life functioning;
 - ii. A reasonable probability of significant deterioration in an important area of life functioning; or,
 - iii. Except as described in #2 below, a reasonable probability a child (e.g. a beneficiary under the age of 21) will not progress developmentally as individually appropriate.
 - c. **Intervention:** The proposed intervention is focused on addressing the impairment resulting from the covered diagnosis with the expectation that the proposed intervention will significantly diminish the impairment, prevent significant deterioration in an important area of life functioning, or, except as described in #2 below, allow the child to progress developmentally as individually appropriate. In addition, the beneficiary's condition would not be responsive to physical health care based treatment.
2. Pursuant to Title 9, CCR, §1830.210, for beneficiaries under the age of 21 receiving services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit who do not meet the medical necessity requirements described in #1.b and #1.c above, medical necessity criteria for specialty mental health services other than psychiatric inpatient hospital services are met when all of the following exist:
 - a. **Diagnosis:** The beneficiary has one or more diagnoses covered by Title 9, CCR §1830.205(b)(1), whether or not additional diagnoses that are not included in Title 9, CCR §1830.210(b)(1) are also present;

⁴ Medical necessity criteria for inpatient specialty mental health services (Title 9, CCR, §1820.205) are not described in detail in this APL, as this APL is primarily focused on outpatient mental health services.

- b. Impairment: The beneficiary has a condition that would not be responsive to physical health care-based treatment and meets the requirements of Title 22, CCR §51340(e)(3)(A) with respect to the mental illness which provides a list of criteria that apply to the provision of EPSDT supplemental services including, but not limited to, the requirement that the service provided must correct or ameliorate the mental health condition; and,
- c. Intervention: The services are necessary to correct or ameliorate defects and physical and mental illnesses and conditions discovered by the screening services.

Through December 31, 2013, MCP beneficiaries with mental health conditions that do not meet medical necessity criteria for specialty mental health services have only had access to limited outpatient mental health services delivered by primary care providers (PCPs) or were referred to Medi-Cal Fee-for-Service mental health providers. DHCS pays MCPs a capitated rate to provide mental health services that are within the PCP's scope of practice (unless otherwise excluded by contract). Effective January 1, 2014, DHCS will adjust MCP capitation payments to include the expanded outpatient mental health services described in this APL.

This letter describes the new policy regarding outpatient mental health services in accordance with sections 29 and 30 of Senate Bill X1 1 of the First Extraordinary Session (Hernandez & Steinberg, Chapter 4, Statutes of 2013), which added §§14132.03 and 14189 to the Welfare and Institutions Code.

POLICY:

Beginning January 1, 2014, MCPs are responsible for the delivery of certain mental health services through the MCP provider network to beneficiaries with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health disorder as defined by the current DSM, that are outside of the PCP's scope of practice. The eligibility and medical necessity criteria for Medi-Cal specialty mental health services provided by MHPs have not changed pursuant to this policy. Specialty mental health services provided by MHPs continue to be available.

MCPs continue to be responsible for the provision of mental health services within the scope of PCP practice. MCPs will also continue to be responsible for the arrangement and payment of all medically necessary Medi-Cal physical health care services, not otherwise excluded by contract, to MCP beneficiaries who require specialty mental health services.

MCP Responsibility for Outpatient Mental Health Services

Effective January 1, 2014, each MCP is obligated to cover and pay for mental health assessments of MCP beneficiaries with potential mental health disorders conducted by licensed mental health professionals as specified in the Medi-Cal Provider Manual. This new requirement is in addition to the existing requirement that PCPs offer mental health

services within their scope of practice. MCPs are also obligated to cover outpatient mental health services to beneficiaries with mild to moderate impairment of mental, emotional, or behavioral functioning (assessed by a licensed mental health professional through the use of a Medi-Cal-approved clinical tool or set of tools agreed upon by both the MCP and MHP), resulting from a mental health disorder, as defined in the current DSM. Conditions that the DSM identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by an MCP nor by an MHP. All services must be provided in a culturally and linguistically appropriate manner.

Attachment 1 summarizes mental health services provided by MCPs and MHPs. MCPs must provide the services listed below, when medically necessary and provided by PCPs or licensed mental health professionals in the MCP provider network within the scope of their practice:

1. Individual and group mental health evaluation and treatment (psychotherapy);
2. Psychological testing, when clinically indicated to evaluate a mental health condition;
3. Outpatient services for the purposes of monitoring drug therapy;
4. Outpatient laboratory, drugs, supplies, and supplements (excluding medications listed in Attachment 2); and,
5. Psychiatric consultation.

Current Procedural Terminology codes that are covered can be found in the Medi-Cal Provider Manual.

Laboratory testing may include tests to determine a baseline assessment before prescribing psychiatric medications or to monitor side effects from psychiatric medications. Supplies may include laboratory supplies. Supplements may include vitamins that are not specifically excluded in the Medi-Cal formulary and that are scientifically proven effective in the treatment of mental health disorders (although none are currently indicated for this purpose).

For MCP-covered services, medically necessary services are defined as reasonable and necessary services to protect life, prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis and treatment of disease, illness, or injury. These include services to:

1. Diagnose a mental health condition and determine a treatment plan;
2. Provide medically necessary treatment for mental health conditions (excluding couples and family counseling for relational problems) that result in mild or moderate impairment; and,
3. Refer adults to the county MHP for specialty mental health services when a mental health diagnosis covered by the MHP results in significant impairment; or

refer children under age 21 to the MHP for specialty mental health services when they meet the criteria for those services.

The number of visits for mental health services is not limited as long as the MCP beneficiary meets medical necessity criteria.

Each MCP is obligated to continue to ensure mental health screening of all beneficiaries by network PCPs. Beneficiaries with positive screening results may be treated by a network PCP within the PCP's scope of practice. When the condition is beyond the PCP's scope of practice, the MCP must refer the beneficiary to a mental health provider within the MCP network for a mental health assessment. The mental health provider must use a Medi-Cal-approved clinical tool or the set of tools mutually agreed upon with the MHP to assess the beneficiary's disorder, level of impairment, and appropriate care needed. This tool must be identified in the MOU between the MCP and MHP, as discussed in APL 13-018.

If an MCP beneficiary with a mental health diagnosis is not eligible for MHP services because the adult beneficiary's level of impairment is mild to moderate, or, for adults and children, the recommended treatment does not meet criteria for Medi-Cal specialty mental health services, then the MCP is required to ensure the provision of the outpatient mental health services listed or other appropriate services within the scope of the MCP's covered services.

Each MCP must ensure its network providers refer beneficiaries with significant impairment resulting from a covered mental health diagnosis to the county MHP. Also, when the MCP beneficiary has a significant impairment, but the diagnosis is uncertain, the MCP must ensure that the beneficiary is referred to the MHP for further assessment.

MCPs must also cover outpatient laboratory tests, medications (excluding those listed in Attachment 2), supplies, and supplements prescribed by the mental health providers in the MCP network, as well as by PCPs, to assess and treat mental health conditions. The MCP may require that covered services be provided through the MCP's provider network and be subject to a medical necessity determination.

The MCP may negotiate with the MHP to provide the outpatient mental health services when the MCP covers payment for these services.

MCPs continue to be required to provide medical case management and cover and pay for all medically necessary Medi-Cal-covered physical health care services for an MCP beneficiary receiving specialty mental health services. The MCP must coordinate with the MHP. The MCP is responsible for the appropriate management of a beneficiary's mental and physical health care, which includes, but is not limited to, the coordination of all medically necessary, contractually required Medi-Cal-covered services, including mental health services, both within and outside the MCP's provider network.

DHCS will monitor the implementation of this new policy and make adjustments as needed. Reporting requirements and performance metrics are being established with input from MCPs and will be communicated in a separate APL.

If you have any questions regarding this APL, please contact Sarah Royce, MD, MPH at sarah.royce@dhcs.ca.gov or Liana Lianov, MD, MPH, at liana.lianov@dhcs.ca.gov, Medi-Cal Managed Care Division.

Sincerely,

Original Signed by Margaret Tatar

Margaret Tatar
Assistant Deputy Director
Health Care Delivery Systems

Attachments

Attachment 1
Mental Health Services Description Chart for Medi-Cal Managed Care Members

DIMENSION	Medi-Cal ¹	MHP² OUTPATIENT	MHP INPATIENT
ELIGIBILITY	<p>Mild to Moderate Impairment in Functioning</p> <p>A member is covered by the MCP for services if he or she is diagnosed with a mental health disorder as defined by the current DSM³ resulting in mild to moderate distress or impairment of mental, emotional, or behavioral functioning:</p> <ul style="list-style-type: none"> • Primary care providers identify the need for a mental health screening and refer to a specialist within their network. Upon assessment, the mental health specialists can assess the mental health disorder and the level of impairment and refer members that meet medical necessity criteria to the MHP for a Specialty Mental Health Services (SMHS) assessment. • When a member's condition improves under SMHS and the mental health providers in the MCP and MHP coordinate care, the member may return to the MH provider in the MCP network. <p><i>Note: Conditions that the current DSM identifies as relational problems are not covered, i.e. couples counseling or family counseling.</i></p>	<p>Significant Impairment in Functioning</p> <p>A member is eligible for services if he or she meets all of the following medical necessity criteria:</p> <ol style="list-style-type: none"> 1. Has an included mental health diagnosis;⁴ 2. Has a significant impairment in an important area of life function, or a reasonable probability of significant deterioration in an important area of life function, or a reasonable probability of not progressing developmentally as individually appropriate; 3. The focus of the proposed treatment is to address the impairment(s) described in #2; 4. The expectation that the proposed treatment will significantly diminish the impairment, prevent significant deterioration in an important area of life function, and 5. The condition would not be responsive to physical health care-based treatment. <p><i>Note: For members under age 21 who meet criteria for EPSTD specialty mental health services, the criteria allow for a range of impairment levels⁴ and include treatment that allows the child to progress developmentally as individually appropriate.</i></p>	<p>Emergency and Inpatient</p> <p>A member is eligible for services if he or she meets the following medical necessity criteria:</p> <ol style="list-style-type: none"> 1. An included diagnosis; 2. Cannot be safely treated at a lower level of care; 3. Requires inpatient hospital services due to one of the following which is the result of an included mental disorder: <ol style="list-style-type: none"> a. Symptoms or behaviors which represent a current danger to self or others, or significant property destruction; b. Symptoms or behaviors which prevent the beneficiary from providing for, or utilizing, food, clothing, or shelter; c. Symptoms or behaviors which present a severe risk to the beneficiary's physical health; d. Symptoms or behaviors which represent a recent, significant deterioration in ability to function; e. Psychiatric evaluation or treatment which can only be performed in an acute psychiatric inpatient setting or through urgent or emergency intervention provided in the community or clinic; and f. Serious adverse reactions to medications, procedures or therapies requiring continued hospitalization.

¹ Medi-Cal Managed Care Plan

² County Mental Health Plan Medi-Cal Specialty Mental Health Services

³ Current policy is based on DSM IV and will be updated to DSM 5 in the future

⁴ As specified in regulations Title IX, Sections 1820.205 and 1830.205 for adults and 1830.210 for those under age 21

DIMENSION	Medi-Cal⁵	MHP⁶ OUTPATIENT	MHP INPATIENT
SERVICES	<p>Mental health services when provided by licensed mental health care professionals (as defined in the Medi-Cal provider bulletin) acting within the scope of their license:</p> <ul style="list-style-type: none"> • Individual and group mental health evaluation and treatment (psychotherapy) • Psychological testing when clinically indicated to evaluate a mental health condition • Outpatient services for the purposes of monitoring medication therapy • Outpatient laboratory, medications, supplies, and supplements • Psychiatric consultation 	<p>Medi-Cal Specialty Mental Health Services:</p> <ul style="list-style-type: none"> • Mental Health Services <ul style="list-style-type: none"> ◦ Assessment ◦ Plan development ◦ Therapy ◦ Rehabilitation ◦ Collateral • Medication Support Services • Day Treatment Intensive • Day Rehabilitation • Crisis Residential • Adult Crisis Residential • Crisis Intervention • Crisis Stabilization • Targeted Case Management 	<ul style="list-style-type: none"> • Acute psychiatric inpatient hospital services • Psychiatric Health Facility Services • Psychiatric Inpatient Hospital Professional Services if the beneficiary is in fee-for-service hospital

⁵ Medi-Cal Managed Care Plan

⁶ County Mental Health Plan Medi-Cal Specialty Mental Health Services

Attachment 2

Drugs Excluded from MCP Coverage

The following psychiatric drugs are noncapitated except for HCP 170 (KP Cal, IIC)	
Amantadine HCl	Olanzapine Fluoxetine HCl
Aripiprazole	Olanzapine Pamoate
Asenapine (Saphris)	Monohydrate (Zyprexa Relprevv)
Benzotropine Mesylate	Paliperidone (Invega)
Biperiden HCl	Paliperidone Palmitate
Biperiden Lactate	(Invega Sustenna)
Chlorpromazine HCl	Perphenazine
Chlorprothixene	Phenelzine Sulfate
Clozapine	Pimozide
Fluphenazine Decanoate	Prochloridone HCl
Fluphenazine Enanthate	Promazine HCl
Fluphenazine HCl	Quetiapine
Haloperidol	Risperidone
Haloperidol Decanoate	Risperidone Microspheres
Haloperidol Lactate	Selegiline (transdermal only)
Haloperidone (Fanapt)	Thioridazine HCl
Isocarboxazid	Thiothixene
Lithium Carbonate	Thiothixene HCl
Lithium Citrate	Tranylcypromine Sulfate
Loxapine HCl	Trifluoperazine HCl
Loxapine Succinate	Trifluopromazine HCl
Lurasidone Hydrochloride	Trihexyphenidyl
Mesoridazine Mesylate	Ziprasidone
Molindone HCl	Ziprasidone Mesylate
Olanzapine	

These drugs are listed in the Medi-Cal Provider Manual in the following link:
http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcpgmc_z01.doc



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
 MARYSVILLE, CALIFORNIA 95901-5273
 (530) 749-7575 FAX (530) 749-7312



ROBERT BENDORF
 COUNTY ADMINISTRATOR

JOHN FLEMING
 ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
 COMMUNICATIONS & LEGISLATIVE
 AFFAIRS COORDINATOR

GRACE M. MULL
 MANAGEMENT ANALYST

TEENA CARLQUIST
 EXECUTIVE ASSISTANT TO THE
 COUNTY ADMINISTRATOR

TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
SUBJECT: Adopt Resolution Approving Rate Year 2015 Collection
 Rate Adjustment, a Detailed Rate Application Year, as an
 Amendment to the Recology Yuba-Sutter Collection
 Service Agreement
DATE: August 26, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Receive the independent consultant's (Crowe Horwath LLP) final report of the review and evaluation of the rate adjustment application submitted by Recology Yuba-Sutter for the rate year beginning October 1, 2014 (Rate Year 2015).
2. Adopt a resolution approving an amendment (attachment to the Recology Yuba Sutter Collection Service Agreement) for Yuba County and associated rate adjustment recommendations for Yuba County customers, effective October 1, 2014 as provided in the attached rate sheets and detailed in this staff report.

BACKGROUND

Recology Yuba-Sutter provided their detailed rate application in April 2014 to the Regional Waste Management Authority (RWMA) and its member jurisdictions for Rate Year 2015.

Per the adopted Collection Service Agreements between Recology and the RWMA jurisdictions, collection service rates are to be adjusted using a Refuse Rate Index (RRI) for Rate Years 2013 and 2014 and a Detailed Rate Review for Rate Year 2015.

This is the third rate adjustment application submitted by Recology Yuba-Sutter pursuant to the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement, Exhibit 2 in the Collection Service Agreements that were adopted by the RWMA member jurisdictions in December 2011. Twelve annual

applications had previously been submitted by Recology Yuba-Sutter [formerly Yuba-Sutter Disposal, Inc. (YSDI)] pursuant to the prior Rate Adjustment Guidelines that were adopted by the RWMA member jurisdictions in July 2000.

The new Collection Service Agreements established a process for the submittal and review of Detailed Rate Applications and Refuse Rate Indexed Applications. Under the new Collection Service Agreements, rates for Recology Yuba-Sutter's collection services are to be adjusted using a Refuse Rate Index (RRI) for the first, second and third Rate Years of each four year rate cycle of the Collection Service Agreement. In the fourth year of each four year rate cycle, rates are to be adjusted by the detailed rate adjustment methodology in Exhibit 2 of the Collection Service Agreements. Although for the first four year rate cycle, the Collection Service Agreements specified that there would only be RRI based adjustments in the first and second rate years with Rate Year 2015 being the next detailed rate adjustment year. As such, Rate Year 2015 (October 1, 2014 – September 30, 2015) is the first rate year for which a Detailed Rate Adjustment Application was submitted under the new Collection Service Agreements.

DISCUSSION

Rate Application Review

The Rate Year 2015 (RY 2015) Detailed Rate Application that was submitted by Recology Yuba-Sutter calculated a projected revenue surplus for RY 2015 of \$599,558 which is equal to a decrease in the total revenue requirement of 2.30 percent. A summary of the adjustment factors for the RY 2015 Rate Application is included on Table 2 in the attached consultant's report (**Attachment "A"**). The adjustment factors listed in Table 2 are expressed in terms of the variance in the RY 2015 projected figures submitted in the detailed rate application to the actual figures for RY 2013.

As a result of the Crowe Horwath LLP review and evaluation of the application and several discussions with Recology Yuba-Sutter personnel and the RWMA Administrators, some of the expenses and revenue projections for RY 2015 were adjusted. As a result, the revenue surplus for RY 2015 increased to \$1,058,995 which is equal to a decrease in the total revenue requirement of 4.04 percent. These changes are summarized in Table 3 of the consultant's report which presents the recommended changes compared to the application that was submitted by Recology Yuba-Sutter.

The revenue surplus for Yuba County is slightly different. The Ponderosa Transfer Station which is a member agency specific program for Yuba County is projected to experience a revenue surplus in Rate Year 2015 resulting in a decrease in the total revenue requirement of 4.37 percent for Yuba County.

Among the adjustments referenced in the consultant's report, significant components of the overall 4.04 percent decrease in the revenue requirement include:

- A FY 2014 collection revenue adjustment to reflect the full amount of the RY 2014 rate adjustment of 4.52 percent, including the revenue from the landfill post closure maintenance expense true-up that was included in the rates and revenue adjustments presented by Recology Yuba-Sutter after the application was submitted.
- Pursuant to discussion among the RWMA Administrators, a modification to the limitation provided in the rate adjustment guidelines provides for setting the labor expense limit based on the Prior Year (FY 2013 in this case) as adjusted by the change in this case between the labor index for the two year period from April 2011 to March 2012 and April 2012 to March 2013 and from April 2012 to March 2013 and April

2013 to March 2014. This modification is addressed in Section 6 of the Collection Service Agreement Amendment. Labor expense adjustments reflect the application of this limit plus an adjustment for changes in the composition of the labor force.

- The Truck and Container Expense includes a significant adjustment related to the application of the provisions of the rate adjustment guidelines to fuel costs. The rate application projected the diesel fuel price using a different fuel price index than prescribed by the rate adjustment guidelines and the result was an increase in projected RY 2015 fuel expenses. Projected RY 2015 fuel expenses were also increased to reflect the use of diesel fuel rather than a combination of diesel and compressed natural gas (CNG) fuel.
- Equipment Lease expenses were modified for a variety of reasons with the most significant adjustments being related to reducing expenses for the cost differential between CNG-fueled trucks and diesel-fueled trucks.
- Depreciation expenses were significantly reduced for two reasons: 1) to remove the cost of a compost pad that will be considered for funding through the five jurisdiction and Yuba City Rate Stabilization and Capitalization Funds and, 2) to remove the MRF improvements that Recology Yuba-Sutter previously agreed to fund.
- Significant adjustments were made to the Regulatory (Non Pass-through) and Regulatory (Pass-through) expenses primarily to reflect the reallocation of landfill post-closure maintenance expenses from the non pass-through to the pass-through category in compliance with the Agreement Amendments adopted in mid-2013. Recology Yuba-Sutter's projections of landfill post-closure maintenance expenses were also reduced following the submittal of the application.

Recommended Application of Rate Adjustment

The RWMA Administrators reviewed options regarding application of the revenue surplus. Those options included adjustments to specific base service rates and franchise fees received by each member agency. Should the Board approve the recommendations, the effective date of the new rate structures and associated items will be October 1, 2014 per the rate adjustment guidelines.

Per the final rate application review, the revenue surplus attributed Yuba County equates to a 4.37% rate decrease. The base revenue surplus that applies to all agencies equates to a 4.04% rate decrease, with the difference between the two attributed to the Ponderosa Transfer Station, a unique program for Yuba County.

Based on the recommendations of the six RWMA jurisdictions relative to the 4.04% reduction in the revenue requirement and the additional .33% attributed to Ponderosa, recommendations for reduction /application of the rate surplus for Rate Year 2015 are:

1. Increase the franchise fee percentage for each jurisdiction from the current five (5) percent to six (6) percent for Rate Year 2015. Discussed among the jurisdictions in the previous rate year and with the Recology Franchise Agreement extension, the recommendation to increase the franchise fees is recommended to be implemented beginning with the upcoming rate year (see #2 below for Rate Year 2016 recommended Franchise Fee rate). Attached is a listing of numerous jurisdictions and their associated franchise fee rates (**Attachment "B"**).

Staff is recommending that 70% of the increase in franchise fees be provided to the Community Development and Services Agency to offset expenses associated with Code Enforcement and Public Works and the remainder to the General Fund. The additional revenue to Code Enforcement will supplement the general funds being used to handle refuse related enforcement. In Public Works, the additional revenue will be used to help offset the gas tax funds currently being used to deal with refuse along our County's roads, making the freed up gas tax revenue for road repairs and improvements.

2. Direct another amount approximately equivalent to a second one (1) percentage point franchise fee increase to the Five Jurisdiction RWMA and Yuba City Rate Stabilization and Capitalization Funds for Rate Year 2015. Recology Yuba-Sutter has calculated this amount to be \$256,802. It is anticipated that this specific remittance to the Rate Funds will be discontinued next year as the member jurisdictions intend to increase the franchise fee percentage from six (6) percent to seven (7) percent for Rate Year 2016.
3. After accounting for special programs and the increase in franchise fees, the balance is to be applied to an actual reduction in rates to be paid by commercial customers is approximately 6.21 percent in Yuba County with all other residential and debris box rates remain unchanged except for a slight reduction due to the special program revenue surplus for Ponderosa. The residential and commercial rates are reflected in the attached rate sheet document (**Attachment "C"**).

Sometime prior to 1991, commercial rates were reportedly increased at a higher rate than residential rates and a sample of comparable commercial rates from other jurisdictions (Attachment "D") indicates that local rates are higher than those paid in other jurisdictions. As a result, RWMA administrators discussed a targeted reduction in of commercial rates as

part of the 2015 Detailed Rate Application process considering the rate adjustment decrease as presented in this report.

Historical Rate Adjustments

The following are Rate Year adjustments since Rate Year 2008:

2008	0.00 %
2009	6.75 % (Largely due to 2008 fuel price increases)
2010*	0.00 % (Actual decrease of 4.22%)
2011	1.00 %
2012*	0.00 % (Actual decrease of 0.51%)
2013	3.75 %
2014	4.52 %
2015	<u>0.00 % (Actual decrease of 4.37%)</u>

2.00% (Average Annual Rate Increase / Last 8 years)

0.87% (Average Annual Adjusted Rate Increase / Last 8 years when including 2010, 2012 and 2014 negative rate application adjustments).

The RWMA and local jurisdictions agreed to create a Rate Stabilization and Capitalization Fund (RSCF) in 2008. The purpose was to have an account that functions similar to a contingency or reserve. The intended fund use is to provide for severe fluctuations in rates due to cost of operation increases or capital projects that are required or have a need to be completed.

The RSCF was initially funded through a negative adjustment to rates based on the operations costs provided by Recology. There are now three years in which the proposed Rate Year Adjustment was negative for rate payers in Yuba and Sutter counties. The actual rates were set at a 0% increase with negative adjustment funds being placed into the Rate Stabilization and Capitalization Fund. The exception is 2014, with only a portion of the surplus funds provided to the RSCF.

The RSCF provides a benefit to rate payers by applying use of these funds to capital projects rather than having them amortized through rates for a period of years and for significant proposed increases.

COMMITTEE ACTION

This item was not taken to committee as it was previously presented to the RWMA Board of Directors.

FISCAL IMPACT

For Rate Year 2015, the dollar amount reduction for commercial and residential rates is reflected in the attached rate sheets, the RCSF is augmented by approximately \$256,000 and franchise fee revenues are estimated to result in an increase of approximately \$80,000 to Yuba County.

Attachments:

Attachment "A" – Consultant's Report / Crowe Horwath LLP

Attachment "B" – Franchise Fee Rate Survey

Attachment "C" – Rate Year 2015 Residential and Commercial Rate Sheet

Attachment "D" – Commercial Rate Survey

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ADOPTING AN AMENDMENT)
TO THE RECOLOGY YUBA SUTTER COLLECTION)
SERVICE AGREEMENT AND APPROVING A RATE)
DECREASE FOR RESIDENTIAL AND COMMERCIAL)
CUSTOMERS FOR RATE YEAR 2015)
_____)

Resolution No. _____

WHEREAS, the Board of Supervisors annually adjusts solid waste service rates in conjunction with the Collection Service Agreement and with appropriate justification from Recology Yuba Sutter; and

WHEREAS, on August 15, 2000, the Board of Supervisors adopted formal Rate Adjustment Guidelines which provide a standard framework for Recology Yuba Sutter to report the actual financial results of future operations; and

WHEREAS, on December 13, 2011, the Board of Supervisors amended, by way of a new Collection Service Agreement between Yuba County and Recology Yuba Sutter, the formal Rate Adjustment Guidelines, which continues to provide a standard framework for financial results and future operations using a combination of a Rate Refuse Index (RRI) and detailed rate adjustment applications to determine rate year adjustments; and

WHEREAS, the Regional Waste Management Authority (RWMA), of which Yuba County is a member, and Aurora Environmental Consulting, under the direction of the RWMA, reviewed the 2015 Detailed Rate Year application from Recology Yuba Sutter in accordance with the Rate Adjustment Guidelines; and

WHEREAS, in July 2014, the County of Yuba received the Final Evaluation Report prepared by Crowe Horwath LLP for the RWMA, wherein the Detailed Rate Application submitted by Recology Yuba Sutter was found to be complete and prepared in accordance with the Rate Adjustment Guidelines; and

WHEREAS, at the Regional Waste Management Authority meeting on July 17, 2014, the Board of Directors accepted the collection rate adjustment application evaluation report relative the Detailed Rate Year 2015 rate adjustment and directed staff to forward the final report and draft model collection service agreement amendment language to the member jurisdictions for their adaptation and use; and

WHEREAS, the RWMA Board of Directors has made a recommendation that each of the member agencies approve the proposed rate adjustment as shown in the attached Evaluation Report and Rate Schedule; and

WHEREAS, based on the foregoing, good cause has been shown to justify the new rate structure.

NOW, THEREFORE, BE IT RESOLVED that the Amendment to the Collection Service Agreement between the County of Yuba and Recology Yuba Sutter, which is attached hereto and by this reference is incorporated herein as though set forth in full, is adopted.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the collection of the adjusted rates set forth in this amendment to the Collection Service Agreement is to be effective October 1, 2015.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 26th day of August, 2014, by the following vote:

AYES:

NOES:

ABSENT:

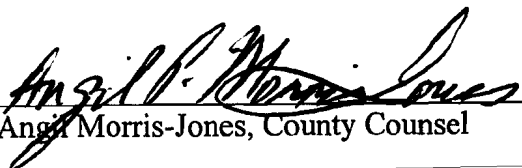
ABSTAIN:

By: _____
John Nicoletti, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____

By: 
Angil Morris-Jones, County Counsel

MODEL AMENDMENT TO COLLECTION SERVICE AGREEMENT

This Amendment to the Collection Service Agreement for solid waste collection, disposal, and recycling services is made this 26th day of August 2014, by and between the County of Yuba, California (COUNTY) and Recology Yuba-Sutter.

RECITALS

A. In 2011, COUNTY entered into a Collection Service Agreement (Agreement) with Recology Yuba-Sutter for solid waste collection, disposal, and recycling services within the unincorporated boundaries of the COUNTY. The Agreement expires on September 30, 2019.

B. COUNTY and Recology Yuba-Sutter mutually desire to amend the Agreement by executing this amendment (Amendment) to adjust Maximum Service Rates for residential, commercial and debris box collection rates effective October 1, 2014 to reflect the Detailed Rate Review adjustment per the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement, including a credit for a portion of the retrofit costs of the three (3) solid waste collection vehicles retrofitted to comply with California Air Resources Board (CARB) regulations and subsequently transferred from the Recology Yuba-Sutter fleet; modify franchise fees; include provisions for the waiver of the performance bond requirements of the Agreement; clarification of certain provisions of the Agreement; modification of certain provisions of the Agreement; and, address funding of certain expenses through the Rate Stabilization and Capitalization Funds.

C. COUNTY stipulates that this Amendment to the Collection Service Agreement is conditioned upon the mutual commitment of all of the member agencies of the Regional Waste Management Authority to adopt the same base service rate adjustments and the same terms regarding franchise fee percentages and additional remittances to the Rate Stabilization and Capitalization Funds and use thereof.

NOW, THEREFORE THE PARTIES TO THE COLLECTION SERVICE AGREEMENT AND THIS AMENDMENT AGREE AS FOLLOWS

1. MAXIMUM SERVICE RATES

The Maximum Service Rates that may be charged by Recology Yuba-Sutter for the services provided in Rate Year 2015 pursuant to the Agreement are specified in Exhibit 1 to this Amendment. For the County, **the Maximum Service Rates that may be charged by Recology Yuba-Sutter for the services provided pursuant to the Agreement specified in Exhibit 1 to this Amendment also reflect the Detailed Rate Adjustment related to the decreased revenue requirement for the Ponderosa Transfer Station activities.** The COUNTY hereby adjusts the franchise fee percentage to be six (6) percent. Recology Yuba-Sutter and COUNTY agree that the Maximum Service Rates include ongoing remittances to the RWMA of \$27,228.33 per month in Rate Year 2015 for the Rate Stabilization and Capitalization Fund (five jurisdiction). Recology Yuba-Sutter and the COUNTY further agree that the Maximum Service Rates include an additional remittance to the RWMA of \$12,407.82 per month in Rate Year 2015 for the Rate Stabilization and Capitalization Fund (five jurisdiction) with the intent to

convert this remittance to an additional franchise fee increase of one (1) percentage point beginning in Rate Year 2016.

2. PERFORMANCE BOND

Pursuant to Article 21. Performance Bond of the Collection Service Agreement, the COUNTY hereby waives the performance bond requirement. COUNTY reserves the right to rescind this waiver upon notice to Recology Yuba-Sutter.

3. ANNUAL ADJUSTMENT OF REMITTANCES TO THE RATE STABILIZATION AND CAPITALIZATION FUND

The amount of the monthly remittance to the Rate Stabilization and Capitalization Fund shall be adjusted by the Refuse Rate Index rate adjustments for Rate Years 2016 through 2018, and in succeeding Refuse Rate Index years if the Agreement is extended for an additional term(s).

4. RECOLOGY YUBA-SUTTER LANDFILL (MARYSVILLE) POST CLOSURE EXPENSE

Exhibit 2 to the Collection Service Agreement entitled, "MAXIMUM SERVICE RATE ADJUSTMENT GUIDELINES FOR COLLECTION SERVICE AGREEMENT," specifies under "Allowed Cost of Operations," that Post Closure Expense, which represents the unfunded portion of post closure expenses for the CONTRACTOR'S landfill in Marysville, shall be supported by a written agreement between the CONTRACTOR and the Member Agencies describing the method for their calculation. COUNTY and Recology Yuba-Sutter agree that no such written agreement has been made, other than what was included in prior rate adjustments and Agreement Amendments. COUNTY and Recology Yuba-Sutter further agree that:

On July 17, 2014, the Regional Waste Management Authority Board of Directors authorized the release from the Regional Waste Management Authority Six Jurisdiction Rate Stabilization and Capitalization Fund of the now estimated \$372,895 required to bring the post-closure maintenance trust fund balance to the full amount required by State law for the remaining 15 years of the 30-year post closure maintenance period with the funded amount to be based on review of the final amount approved/required by the State as reviewed by Regional Waste Management Authority staff.

The estimated additional annual post-closure maintenance expenses to be incurred during Rate Years 2014 through 2018 resulting in a \$33,676 expense adjustment (\$874,513 / 4 rate years minus the \$184,952 already in the Rate Year 2015 Detailed Rate Application) are included in the Maximum Service Rates in Exhibit 1 to this Amendment with the funded amount to be based on review of the final amount approved/required by the State as reviewed by Regional Waste Management Authority staff. As previously agreed, the post-closure maintenance funding contributions and expenses shall be trued-up annually through September 30, 2019 based on the funding contributions, interest received and actual expenses as documented by invoice copies and other documents, following the annual close and compilation of the documents.

Notwithstanding the definition of Pass-Through Expenses in Exhibit 2 of the Agreement and section II. CALCULATION OF DETAILED RATE REVIEW—CONTRACTOR'S REVENUE REQUIREMENT AND MAXIMUM SERVICE RATE ADJUSTMENT, COUNTY and Recology Yuba-Sutter agree that any post-closure expenses and post-closure trust fund contributions provided within or prior to the Rate Year in which they are required, shall be pass-through expenses.

5. CLARIFICATION OF CERTAIN PROVISIONS OF THE AGREEMENT

COUNTY and Recology Yuba-Sutter agree that the following provisions of Exhibit 2 to the Collection Service Agreement entitled, "MAXIMUM SERVICE RATE ADJUSTMENT GUIDELINES FOR COLLECTION SERVICE AGREEMENT," shall be amended as noted to clarify these provisions.

Depreciation, Leases and Other Fixed Costs

Depreciation expense for existing assets will be based on CONTRACTOR'S audited financial statements and the related depreciation schedule. Depreciation expense for new assets will be calculated by dividing the actual asset expense by the number of years of its economic life.

Inter-company rental or lease costs will be determined by amortizing the actual acquisition cost, using the Wall Street Journal Prime Rate in effect at the time of acquisition, over ninety-six (96) monthly periods. The Wall Street Journal Prime Rate in effect on March 1st of the Current Year will be used to project leases for anticipated acquisitions in the Current Year and in the Rate Year. A "Projected Lease Expense Schedule" will be provided which lists the actual acquisition cost, the actual or anticipated lease start date, the applicable Wall Street Journal Prime Rate, the monthly lease cost and the anticipated total lease cost for the Rate Year for each leased item and anticipated Current Year and Rate Year acquisitions. Total lease costs for the Rate Year, as determined above, will be adjusted for the reconciliation of actual and projected lease expenses from the prior Detailed Application against actual and projected lease expenses ~~from the prior Detailed Application~~ to the last day of the Current Year using the following procedure:

- i. For leased items acquired since the prior Detailed Application, add total lease payment amounts from the actual lease start date(s) through the last month of the Current Year;
- ii. For leased items removed from the lease schedule since the prior Detailed Application, subtract the sum of the monthly lease payment amounts for each item multiplied by the number of months since the actual lease end date for each item and the last month of the Current Year;
- iii. For anticipated acquisitions on the prior Detailed Application "Projected Lease Expense Schedule" that were not actually acquired, subtract the lease amount included in the prior Detailed Application for the prior Detailed Rate Year and for each of the three indexed Rate Years through the Current Year;
- iv. For anticipated acquisitions on the prior Detailed Application "Projected Lease Expense Schedule" that were actually acquired, add or subtract as appropriate the difference between lease amount included in the prior Detailed Application for the prior Detailed Rate Year and for each of the three indexed Rate Years through the Current Year and total lease payment amounts from the actual lease start date(s) through the last month of the Current Year;

- v. Total net value of the RRI adjustments for vehicle and equipment replacements in the three indexed Rate Years should be credited to CONTRACTOR or to the Base Service Rate Element, as appropriate;
- vi. Adjust the net of the above five factors to account for the four (4)-year Rate Adjustment Cycle; and,
- vii. Acquisitions added to the lease schedule costing \$25,000 or more per individual item require advance written authorization from the Contract Administrator (i.e. computer, printer, cart would not require advanced authorization).

Fuel Expense

Fuel expense shall be projected by multiplying the volume of RWMA Diesel fuel, agreed to between the RWMA and the CONTRACTOR by the annual average of the RRI fuel index (Energy Information Administration (U.S. Department of Energy) California #2 Diesel Fuel, Retail sales by all sellers) for the twelve (12) month period beginning on April 1st of the Prior Year and ending on March 31st of the Current Year. It is understood and agreed that since Detailed Applications are due on April 1st of the Current Year and the fuel data for March 31st of the Current Year will not yet be available, the fuel component of the adjustment will be updated and resubmitted by May 7th of each Current Year. The projected fuel expenses shall then be adjusted for the projected fuel tax rebate associated with off-road vehicles.

6. MODIFICATION OF CERTAIN PROVISIONS OF THE AGREEMENT

COUNTY and Recology Yuba-Sutter agree that the following provisions of Exhibit 2 to the Collection Service Agreement entitled, "MAXIMUM SERVICE RATE ADJUSTMENT GUIDELINES FOR COLLECTION SERVICE AGREEMENT," shall be amended as noted to modify these provisions.

Labor Expense

Labor Expense for the Rate Year shall be projected as set forth above, subject to the following limitations:

Workers Compensation Insurance expense for the Rate Year shall not exceed the average of actual Workers Compensation Insurance expense as documented in the audited financial statements in the three (3) Fiscal Years prior to the Current Year.

For all Labor Expense other than Workers Compensation Insurance expense, such Labor Expense for the Rate Year shall not exceed the total Labor Expense (other than Workers Compensation Insurance expense) for the Prior Year, multiplied by ~~the one (1) plus the change~~ in the Annual Average of the Labor Index between the 12-month period ending on March 31 of the Prior Year, and the preceding 12-month period change in the Annual Average of the Labor Index, and then multiplied by one (1) plus the change in the annual Average of the Labor Index between the 12-month period ending on March 31 of the Current Year, and the preceding 12-month period, as contained in the most recent release of the source documents listed in Table 1 ~~rolling average of the RRI Labor Index for the Prior Years of all previous Rate Adjustment Cycles including Detailed Rate Review Years, and adjusted for any changes in the composition of CONTRACTOR'S labor force (i.e., the number and type of employees).~~ It is understood and

agreed that since Detailed Applications are due on April 1st of the Current Year and the Labor Index for March 31st of the Current Year will not yet be available, the Labor Expense of the adjustment will be updated and resubmitted by May 7th of the Current Year. "Rolling average" means the average year-over-year percentage increase in the RRI Labor Index calculated using the Annual Averages of such index over 12-month periods ending on March 31. The ESOP portion of all labor expense shall be limited to 5% of wages and salaries as set forth in Step 2 A above.

7. CONDITIONS FOR EFFECTIVENESS OF THIS AGREEMENT AMENDMENT

The effectiveness of this Agreement Amendment is expressly conditioned on the mutual written commitment of all the member agencies of the Regional Waste Management Authority to adopt the same base service rate adjustments and the same terms regarding franchise fee percentages and additional remittances to the Rate Stabilization and Capitalization Funds and use thereof.



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July 10, 2014

Mr. Keith Martin
Administrator
Regional Waste Management Authority
2100 B Street
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Subject: Final Report - Review and Evaluation of Recology Yuba-Sutter's Rate Year 2015 Detailed Rate Application

This letter report represents results of Crowe Horwath's (Crowe) review of Recology Yuba-Sutter's Rate Year 2015 Detailed Rate Application (Application) submitted by Recology Yuba-Sutter (RYS) for Regional Waste Management Authority (RWMA) jurisdictions. This letter report is organized into three (3) sections as follows:

- A. *Background of Rate Review*
- B. *Rate Review Findings*
- C. *Recommended Rate Adjustments.*

There also are two (2) attachments to this letter report.

A. Background of Rate Review

Crowe was selected by the RWMA to review and evaluate the Rate Year 2015 RYS Detailed Rate Application. The RWMA is a six member joint powers authority comprised of the Counties of Sutter and Yuba; and the Cities of Live Oak, Marysville, Wheatland, and Yuba City (Member Agencies). The RWMA is responsible for coordinating solid waste program planning and reporting for these Member Agencies. RWMA staff also administers the rate adjustment process that Member Agencies adopted to regulate refuse collection rates.

RYS provides exclusive refuse collection, recycling, and transfer station operations to Member Agencies in accordance with franchise agreements with each party. RYS is a wholly-owned subsidiary of Recology, Inc. RYS also provides street sweeping services in the Cities of Marysville and Live Oak, and refuse collection services for Beale Air Force Base (Beale AFB). Each Member Agency has executed a separate franchise agreement with RYS. All of these agreements began on the same date (January 1, 2012). We used the Maximum Service Rate Adjustment Guidelines for this rate review (provided as Exhibit 2 to the franchise agreement).

This report documents results of our rate review. In this background section, we describe the Application, project scope, methodology, and provide variance analyses between projected and actual results for Rate Year 2012, and between projections for Rate Year 2015 and actual results for Rate Year 2013. The remainder of this background section is organized as follows:

- 1. *Rate Application*
- 2. *Scope and Methodology*
- 3. *Variance Analyses.*

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1. Rate Application

On March 31, 2014, RYS submitted its Rate Adjustment Application to the RWMA and Member Agencies, for Rate Year 2015 (October 1, 2014 to September 30, 2015). This Rate Adjustment Application is subject to the Maximum Service Rate Adjustment Guidelines (Guidelines).

RYS can submit a Detailed Rate Adjustment Application every four (4) years, and RYS is allowed a Refuse Rate Index (RRI) adjustment in each of the three interim years in between, in accordance with the Guidelines. Rate Year 2015 is referred to as a Detailed Rate Year.

In its Application, RYS projected a Rate Year 2015 net revenue surplus of \$599,556. The company projected that a rate reduction of 2.30 percent, effective October 1, 2014, would be required to eliminate this surplus. A summary of the rate change requested for each Member Agency is shown in the following table:

	Live Oak	Marysville	Sutter County	Yuba City	Yuba County	Wheatland
Requested Rate Change in RYS Application	-2.30%	-3.90%	-2.30%	-1.26%	-2.65%	-2.30%

The requested rate adjustment for the City of Marysville, accounting for revenues and expenses associated with the street sweeping program, is a rate decrease of 3.90 percent (a \$47,110 projected total revenue surplus). The requested rate adjustment for Yuba County, accounting for the revenues and expenses associated with the Ponderosa Transfer Station, is a rate reduction of 2.65 percent (a \$29,517 projected total revenue surplus). Accounting for a planned increase in franchise fees from 5 to 6 percent of gross revenues, in the Application RYS projected a 1.26 rate decrease for the City of Yuba City.

We relied on RYS audited financial statements, and internally prepared financial information and operational data for our review. RYS provided audited financial statements for Rate Years 2012 and 2013. KPMG audited the 2012 and 2013 financial statements. RYS also provided internally prepared financial information and operational data for Rate Years 2014 (estimated) and 2015 (projected).

2. Scope and Methodology

Crowe verified the completeness of the Application, and requested that RYS provide further information and documentation to support the Application. Our review of the Application confirmed that RYS complied with the Guidelines requirements and was substantially complete at the time of submission. We provided RYS with a letter of completeness on April 15, 2014.

Crowe submitted formal written data requests to RYS on April 21, 2014 and May 9, 2014, and subsequent more informal follow-up data requests by email. Crowe received responses to these data requests between May 2, 2014 and June 2, 2014. Crowe personnel visited RYS offices on April 15, 2014 and May 22, 2014 to (1) review RYS' Application with RYS management, (2) discuss the data needs with RYS management, and (3) conduct a comprehensive site tour of the RYS transfer station and materials recovery facility (MRF), maintenance shop, and yard. Crowe personnel also met with RYS management and accounting staff on May 9, 2014 and June 2, 2014. We presented preliminary observations, from our rate review, to the RWMA Administrators at their May 7, 2014 and June 26, 2014 meetings.

For purposes of this review, we followed the adopted Guidelines. To complete our review, we principally followed Sections IV and V of the Guidelines. The Guidelines provide a framework for RYS rate adjustments based on actual financial results of current operations and anticipated results of future operations.

For this rate review and evaluation, we performed the following tasks:

-  Assessed if the Application was mathematically accurate and logically consistent

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- Verified that the Application complied with the terms and conditions of the Guidelines
- Reconciled the Application to RYS's Rate Year 2013 audited financial statements
- Reviewed RYS financial information, operational data, and projections for reasonableness
- Assessed attachments and supplemental supporting schedules, worksheets, and documentation
- Reviewed historical actual, estimated, and projected revenues and expenses
- Reviewed cost allocation methods for reasonableness
- Reviewed the assignment of revenues and expenses to franchised Member Agency specific programs, and non-franchised and non-RWMA operations
- Reviewed variances in actual versus projected revenues and expenses for Rate Year 2012 and reviewed RYS's explanations for significant variances
- Obtained and reviewed support for the assumptions used to project Rate Years 2014 and 2015 revenues and expenses
- Confirmed the use of the allowed operating margin
- Confirmed the franchise fee calculation
- Confirmed the accuracy of RYS's calculated revenue requirement and associated rate adjustment
- Confirmed the "most favored nation" refuse disposal and green waste tipping fees.

The scope of work for this review included the following eight (8) tasks:

1. Verify the completeness of RYS's Rate Adjustment Application
2. Review the Rate Adjustment Application and prepare responses
3. Develop detailed rate adjustments by line item and rate adjustment tables
4. Review proposed adjustments with RWMA and RYS representatives, and clarify outstanding issues
5. Recommend the revenue requirement and the associated rate adjustment
6. Prepare a draft report
7. Prepare a final report
8. Participate in RWMA meetings.

3. Variance Analyses

a. Rate Year 2012 Actual Results versus Rate Year 2012 Projections

The previous detailed rate review was for Rate Year 2012, and resulted in a calculated reduction in base service rates of 2.35 percent. **Table 1**, on the following page, provides a comparison of RYS's actual Rate Year 2012 results with Rate Year 2012 projections from the previous rate review. As shown, RYS realized a net revenue surplus of approximately \$563,720 in Rate Year 2012. While revenues were approximately \$234,000 more than projected, this was offset by a revenue requirement that was approximately \$330,000 less than projected.

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Table 1
Rate Year 2012 Actual Results Compared to Projections

	FY 2012 Prior Year Actuals	FY 2012 Rate Year Adjusted Projection	Variance Actual vs. Projected	
			\$	%
Revenues				
Collection Revenue	\$ 23,519,331	\$ 23,433,381	\$ 85,950	0.4%
Member Agency Specific Programs	-	-	-	-
Sale of Diverted Material & DOC Payments	2,519,634	2,266,738	252,896	11.2%
Transfer Station Operations	1,149,898	1,254,615	(104,717)	-8.3%
Other Income	-	-	-	-
Total Revenue	\$ 27,188,863	\$ 26,954,734	\$ 234,129	0.9%
Operating Expenses				
Labor and Related Expense	\$ 9,998,662	\$ 10,138,124	\$ (139,462)	-1.4%
Truck and Container Expense	3,394,559	3,238,333	156,226	4.8%
2010 Fuel True-up Adjustment	22,794	22,794	-	0.0%
2011 Fuel True-up Adjustment	256,836	256,836	-	0.0%
Truck and Container Dept Allocation	(215,871)	(215,633)	(238)	0.1%
Insurance Expense	622,794	611,976	10,818	1.8%
Equipment Lease	1,999,657	2,042,966	(43,309)	-2.1%
Lease Credits Back to Rate Payers	(3,699)	(3,699)	-	0.0%
Depreciation	377,198	352,492	24,706	7.0%
Amortization	-	-	-	-
Recycling Material Purchases	389,400	384,668	4,732	1.2%
Transfer Station / MRF Operation	137,995	208,851	(70,856)	-33.9%
Transfer Station / MRF Dept Allocation	(908,003)	(700,753)	(207,250)	29.6%
Hazardous Waste Operations	-	-	-	-
Other Operating Expense	326,064	314,850	11,214	3.6%
General & Administrative	1,347,412	1,355,743	(8,331)	-0.6%
General & Administrative Dept Allocation	(177,761)	(187,245)	9,484	-5.1%
Regional & Corporate Overhead / Charges	1,231,771	1,337,330	(105,559)	-7.9%
Regulatory (non pass-through)	82,336	556,587	(474,251)	-85.2%
Total Operating Expense	\$ 18,882,144	\$ 19,714,221	\$ (832,077)	-4.2%
Operating Margin @ 90%	\$ 2,098,016	\$ 2,190,469	\$ (92,453)	-4.2%
Pass-Through Expenses				
Disposal - Ostrom Road LF	\$ 3,261,485	\$ 3,233,106	\$ 28,379	0.9%
Green Waste Processing - Ostrom Road LF	125,495	121,782	3,713	3.0%
Regulatory Fees (pass-through)	996,402	523,487	472,915	90.3%
Member Agency Fees (pass-through)	-	-	-	-
Franchise Fees	1,261,601	1,171,669	89,932	7.7%
Total Pass-through Expenses	\$ 5,644,983	\$ 5,050,044	\$ 594,939	11.8%
Total Revenue Requirement	\$ 26,625,143	\$ 26,954,734	\$ (329,591)	-1.2%
Current Year Shortfall / (Surplus)	\$ (563,720)	\$ -		
Required Revenue Adjustment %	-2.40%	0.00%		

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Rate Year 2012 Revenue Variance

Overall revenues exceeded projections by approximately \$234,000 (a 0.9 percent variance). Collection revenues exceeded projections by approximately \$86,000 (0.4 percent). Recyclable material sales revenues were more than projections by approximately \$253,000 (11.2 percent) with revenues from transfer station operations falling short of projections by approximately \$105,000 (8.3 percent).

Rate Year 2012 Expense Variance

The Rate Year 2012 revenue requirement (equal to operating expenses plus operating margin plus pass through expenses) was approximately \$330,000 less than projected (a 1.2 percent variance). Operating expenses were approximately \$832,000 less than projected (4.2 percent). Labor and Related Expense, Transfer Station/MRF Department Allocation, and Regional and Corporate Overhead Charges experienced the most significant variances with actual expenses lower than projected by approximately \$140,000 (1.4 percent), \$207,000 (29.6 percent), and \$106,000 (7.9 percent), respectively. Truck and Container Expense also experienced a material variance, with the actual expense more than projected by approximately \$156,000 (4.8 percent).

The reduction in Regional and Corporate Overhead Charges resulted from a decline in allocations of: (1) Corporate Administration and Accounting, (2) Information Technology, and (3) Human Resources. The Transfer Station/MRF Department Allocation decreased as a result of shifts in the amount of solid waste tonnage received from non-RWMA and member agency specific programs.

Pass-through Expenses were approximately \$595,000 (11.8 percent) more than projected due to an accounting reclassification of Marysville business license (host) fees from a non pass-through expense to a pass-through expense. Disposal expense was \$28,000 (0.9 percent) more than projected, Green Waste Processing expense \$3,700 (3.0 percent) more than projected, and Franchise Fees approximately \$90,000 (7.7 percent) more than projected. This \$1,261,601 franchise fee figure, shown in Table 1, also included the Road Maintenance Fees that began with the new contract beginning January 1, 2012.¹

Attachment 5 of the Application provides additional information on the variances between Rate Year 2012 actual and projected results.

b. Rate Year 2015 Projections versus Rate Year 2013 Actual Results

Table 2, on the following page, provides a comparison of RYS' Rate Year 2015 projections with Rate Year 2013 actual results. As shown in column 3 of Table 2, the company projects a Rate Year 2015 net surplus of \$599,558, equal to a 2.30 percent rate decrease.

Comparison of Rate Year 2015 and 2013 Revenues

RYS projected Collection Revenues to increase by approximately \$1,678,000 (6.9 percent) between 2013 and 2015. This projection accounts for the 3.8 percent rate increases approved by the RWMA on October 1, 2013, and the impact of growth and new business of 1.7 percent, 0.8 percent, and 5.6 percent, respectively, for residential, commercial, and debris box services in 2014, and 1.5 percent, 1.0 percent, and 0.0 percent for residential, commercial, and debris box services in 2015. RYS projected revenues from the Sale of Recyclable Materials to increase by approximately \$26,000 (1.2 percent). RYS projected revenues from transfer station operations to increase by approximately \$26,000 (2.1 percent) due to increased volume from regular business. Overall, in the Application, RYS projected a net increase in revenues of \$1,730,000 (6.2 percent) between Rate Year 2013 and Rate Year 2015.

¹ Per the Guidelines, the Road Maintenance Fees are non-allowable expenses. For the Rate Year 2015 Application, RYS appropriately did not include the Road Maintenance Fees in the Application.

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Table 2
Rate Year 2015 Projections Compared to Rate Year 2013 Actual Results

	FY 2013 Prior Year Actuals	FY 2015 Rate Year Projection	Impact on Rates Amount of Rate Increase / (Decrease)	
Revenues				
Collection Revenue	\$ 24,442,215	\$ 26,120,193	\$ 1,677,978	6.9%
Member Agency Specific Programs	-	-	-	
Sale of Diverted Material & DOC Payments	2,232,684	2,258,511	25,827	1.2%
Transfer Station Operations	1,245,650	1,271,420	25,770	2.1%
Other Income	-	-	-	
Total Revenue	\$ 27,920,549	\$ 29,650,124	\$ 1,729,575	6.2%
Operating Expenses				
Labor and Related Expense	\$ 10,509,535	\$ 11,085,849	\$ 576,314	5.5%
Truck and Container Expense	3,337,801	3,527,760	189,959	5.7%
Truck and Container Dept Allocation	(208,498)	(220,931)	(12,433)	6.0%
Insurance Expense	745,481	808,044	62,563	8.4%
Equipment Lease	1,861,695	1,530,004	(331,691)	-17.8%
Lease True-up Adjustment	-	(218,258)	(218,258)	N/A
Depreciation	430,041	204,194	(225,847)	-52.5%
Amortization	-	-	-	
Recycling Material Purchases	274,883	299,402	24,519	8.9%
Transfer Station / MRF Operation	178,332	187,933	9,601	5.4%
Transfer Station / MRF Dept Allocation	(722,521)	(651,497)	71,024	-9.8%
Hazardous Waste Operations	-	-	-	
Other Operating Expense	421,046	423,350	2,304	0.5%
General & Administrative	1,391,716	1,397,002	5,286	0.4%
General & Administrative Dept Allocation	(202,537)	(190,292)	12,245	-6.0%
Regional & Corporate Overhead / Charges	1,347,702	1,396,656	48,954	3.6%
Regulatory (non pass-through)	62,102	338,544	276,442	445.1%
Total Operating Expense	\$ 19,426,778	\$ 19,917,760	\$ 490,982	2.5%
Operating Margin @ 90%	\$ 2,158,531	\$ 2,213,084	\$ 54,553	2.5%
Pass-Through Expenses				
Disposal - Ostrom Road LF	\$ 3,684,259	\$ 4,465,758	\$ 781,499	21.2%
Green Waste Processing - Ostrom Road LF	94,513	126,232	31,719	33.6%
Regulatory Fees (pass-through)	1,013,998	1,051,700	37,702	3.7%
Member Agency Fees (pass-through)	-	-	-	
Franchise Fees	1,217,961	1,276,032	58,071	4.8%
Total Pass-through Expenses	\$ 6,010,731	\$ 6,919,722	\$ 908,991	15.1%
Total Revenue Requirement	\$ 27,596,040	\$ 29,050,566	\$ 1,454,526	5.3%
Current Year Shortfall / (Surplus)	\$ (324,509)	\$ (599,558)	\$ (275,049)	84.8%
Prior Year Shortfall/(Surplus)			\$ (324,509)	-1.33%
Current Shortfall/(Surplus)			\$ (599,558)	-2.30%

Comparison of Rate Year 2015 and 2013 Expenses

RYS projected Rate Year 2015 Operating Expenses to be approximately \$491,000 (2.5 percent) more than Rate Year 2013. The most significant projected expense increases are a projected Labor and Related Expense increase of approximately \$576,000 (5.5 percent), and a projected Truck and Container Expense increase of approximately \$190,000 (5.7 percent). RYS indicated that the increase in Labor and Related Expense was due to anticipated wage and benefit increases for both union and non-union employees in Rate Years 2014 and 2015, and the increase in Truck and Container Expense was largely attributed to projected increases in the RRI fuel index for Rate Year 2014.

RYS projected Pass-through Expenses to increase by approximately \$909,000 (15.1 percent). This projected increase is largely the result of a \$0.90 per ton fee increase in 2014, and a \$4.95 per ton fee increase in 2015, at the Ostrom Road Landfill (a total increase of \$781,500 (21.2 percent)).

B. Rate Review Findings

Table 3, on the following page, provides a summary of our recommended adjustments to the RYS Application. Total adjustments result in a projected Rate Year 2015 revenue surplus of approximately \$1,058,995, equal to a decrease in base service rates of 4.04 percent. Below, we discuss rate adjustment findings. The estimated impact of the adjustment on the revenue requirement is noted in bold, following each finding.

Revenues

1. Collection Revenue

In its Application, RYS projected Collection Revenue to increase by approximately \$1,677,978 for Rate Year 2015 versus Rate Year 2013. This projected increase is a combination of: (1) the impact of the 3.8 percent rate increase received on October 1, 2013, (2) projected Rate Year 2014 revenue increases of 1.7 percent, 0.9 percent, and 2.0 percent, respectively, for residential, commercial, and debris box services due to business growth based on year-to-date 2014 trends², and (3) anticipated Rate Year 2015 revenue increases of 1.5 percent, 1.0 percent, and 0.0 percent, respectively, for residential, commercial, and debris box services due to business growth.

RYS originally projected 2015 Collection Revenues based on a rate increase for Rate Year 2014 of 3.8 percent. This projection assumed that the post-closure true up rate increase of 0.77 percent was removed from the actual 2014 rate increase granted of 4.52 percent. However, the company will continue to collect revenues at the 4.52 percent level. Subsequently, RYS updated its 2015 Collection Revenue projection, reflecting the inclusion of the 0.77 percent post-closure true-up rate increase. We made an adjustment of \$78,364 to reflect the full impact of this 4.52 percent rate increase (= revised collection revenue projection of \$26,198,557 – original collection revenue projection of \$26,120,193).

Adjustment – Collection revenue adjustment = \$78,364.

2. Sale of Diverted Material & DOC Payments

RYS projected revenues associated with the sale of recyclables to increase by approximately \$25,827 for Rate Year 2015 versus Rate Year 2013. This projected increase is a combination of: (1) the loss of mixed recycling revenues due to the loss of mixed recycling tonnage, (2) slightly reduced biomass (wood fuel) revenues largely due to the projected volume decrease for Rate Year 2014, (3) increased compost revenues largely due to a projected volume increase for Rate Year 2014, (4) increased commodity revenues largely due to projected higher recycling commodity prices for Rate Year 2014, and (5) the

² In its 2015 Rate Application (page 1, Note #3), RYS indicated Rate Year 2014 business growth percentages were 1.7 percent, 0.8 percent, and 5.6 percent, respectively, for residential, commercial, and debris box services. However, RYS' collection revenue projection original and revised calculations were based on Rate Year 2014 business growth of 1.7 percent, 0.9 percent, and 2.0 percent, respectively, for residential, commercial, and debris box services.

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Table 3
Recommended Adjustments to Rate Year 2015 Detailed Rate Application

	FY 2015 Rate Year Projection	Adjustments	Adjusted Amount
Revenues			
Collection Revenue	\$ 26,120,193	\$ 78,364	\$ 26,198,557
Member Agency Specific Programs	-	-	-
Sale of Diverted Material & DOC Payments	2,258,511	9,497	2,268,008
Transfer Station Operations	1,271,420	-	1,271,420
Other Income	-	-	-
Total Revenues	\$ 29,650,124	\$ 87,861	\$ 29,737,985
Operating Expenses			
Labor and Related Expense	\$ 11,085,849	\$ (120,236)	\$ 10,965,613
Truck and Container Expense	3,527,760	79,154	3,606,914
Truck and Container Dept. Allocation	(220,931)	(3,730)	(224,661)
Insurance Expense	808,044	-	808,044
Equipment Lease	1,530,004	(63,600)	1,466,404
Lease True-up Adjustment	(218,258)	(10,729)	(228,987)
Depreciation	204,194	(93,942)	110,252
Amortization	-	-	-
Recycling Material Purchases	299,402	-	299,402
Transfer Station / MRF Operation	187,933	-	187,933
Transfer Station / MRF Dept. Allocation	(651,497)	(16,891)	(668,388)
Hazardous Waste Operations	-	-	-
Other Operating Expense	423,350	(6,131)	417,219
General & Administrative	1,397,002	-	1,397,002
General & Administrative Dept. Allocation	(190,292)	-	(190,292)
Regional & Corporate Overhead / Charges	1,396,656	(3,375)	1,393,281
Regulatory (non pass-through)	338,544	(274,186)	64,358
Total Operating Expenses	\$ 19,917,760	\$ (513,666)	\$ 19,404,094
Operating Margin @ 90%	\$ 2,213,084	\$ (57,074)	\$ 2,156,010
Pass-Through Expenses			
Disposal - Ostrom Road LF	\$ 4,465,758	\$ -	\$ 4,465,758
Green Waste Processing - Ostrom Road LF	126,232	(410)	125,822
Regulatory Fees (pass-through)	1,051,700	218,628	1,270,328
Member agency fees (pass-through)	-	-	-
Franchise Fees	1,276,032	(19,054)	1,256,978
Total Pass-through Expenses	\$ 6,919,722	\$ 199,164	\$ 7,118,886
Total Revenue Requirement	\$ 29,050,566	\$ (371,576)	\$ 28,678,990
Rate Year Shortfall (Surplus)	\$ (599,558)	\$ (459,437)	\$ (1,058,995)
Required Revenue Adjustment Percent	-2.30%	-1.74%	-4.04%

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anticipated recycling materials volume growth of 1.5 percent for Rate Year 2015, consistent with the RYS assumed residential business growth.

RYS projected no further change in recycling commodity prices for Rate Year 2015. RYS assumed revenues received from the RWMA to support event recycling and recycling brochures would continue at the same level in Rate Year 2014.

We verified that RYS did not project sale of diverted material revenues based on their indicated 1.5 percent volume growth. We increased the sale of diverted material revenues using the 1.5 percent volume growth. This adjustment increased projected revenues by **\$9,497** for Rate Year 2015.

Adjustment – Total sale of diverted material & DOC payment adjustment = \$9,497.

3. Transfer Station Operations

RYS projected Transfer Station Operation revenues to increase by approximately \$25,770 for Rate Year 2015 versus Rate Year 2013. This projected increase is due to the reinstatement of the used tire grant. RYS projected no further changes in transfer station tipping fee revenues for Rate Year 2014 and Rate Year 2015. We verified that the transfer station revenue trend occurred for year-to-date 2014 and thus was supportable.

Adjustment – No adjustment.

4. Other Income

RYS removed Rate Year 2013 revenues of approximately \$126,618 associated with the following (-\$126,618 = -\$4,032-\$76,086-\$589,618+\$543,118):

- Removal of the interest income charged on delinquent accounts of \$4,032
- Removal of accrued carbon credit revenues of \$76,086
- Removal of revenues received from the RWMA for post closure (Rate Year 2013 expenses and 15-year trust fund shore-up) at the Yuba-Sutter Landfill of \$589,618
- Addition of the contra-revenue of \$543,118 paid to Yuba City and the RWMA for the Rate Stabilization and Capitalization Fund.

We verified that these are miscellaneous non-regulated revenues that should be removed from the Rate Year 2013 revenues, in accordance with the Guidelines.

Adjustment – No adjustment.

Operating Expenses

1. Standard Expense Escalation

RYS escalated expenses for Rate Years 2014 and 2015, excluding wages and benefits, by the annual Consumer Price Index (CPI) of 1.8 percent, consistent with the change in the CPI – All Urban Consumers, West Urban Index, All Items, for December 2012 to December 2013. We verified this CPI was consistent with the Guidelines and the appropriate CPI to use for cost escalation purposes.

Adjustment – No adjustment.

2. Labor and Related Expense

RYS projected Labor and Related Expense to increase by approximately \$576,314 between Rate Year 2013 and Rate Year 2015. This projected increase accounts for contractually obligated union wage and benefit increases and projected wage and benefit increases for non-union employees.

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In assessing how to treat labor expenses we referred to the Guidelines. The Guidelines³ specify that:

"For all Labor Expense other than Workers Compensation Insurance expense, such Labor Expense for the Rate Year shall not exceed the total Labor Expense (other than Workers Compensation Insurance expense) for the Prior Year, multiplied by the rolling average of the RRI Labor Index for the Prior Years of all previous Rate Adjustment Cycles including Detailed Rate Review Years, and adjusted for any changes in the composition of CONTRACTOR'S labor force (i.e., the number and type of employees). "Rolling average" means the average year-over-year percentage increase in the RRI Labor Index calculated using the Annual Averages of such index over 12-month periods ending on March 31."

RYS projected all labor expenses other than workers compensation insurance expense to increase by approximately \$640,597, or 6.04 percent, between Rate Year 2013 and Rate Year 2015. This 6.04 percent increase exceeded the rolling average of the RRI Labor Index for the prior years (3.16 percent), allowed by the rate guidelines.

Subsequently, RWMA provided the following direction by proposing a new labor expense limitation:

"Pursuant to the direction of the RWMA Administrators, a modification to the Collection Service Agreements will be presented for consideration to the city councils and county boards of supervisors that would establish a different limitation on labor expenses than the current rate adjustment guidelines. The proposed new limitation on labor expenses is based the total Labor Expense (other than Workers Compensation Insurance expense) for the Prior Year, multiplied by one (1) plus the change in the Annual Average of the Labor Index between the 12-month period ending on March 31 of the Prior Year, and the preceding 12-month period change in the Annual Average of the Labor Index, and then multiplied by one (1) plus the change in the Annual Average of the Labor Index between the 12-month period ending on March 31 of the Current Year, and the preceding 12-month period and adjusted for any changes in the composition of the CONTRACTOR'S labor force (i.e., the number and type of employees)."

We decreased Labor and Related Expense based on the new labor expense limitation. This adjustment decreased projected expenses by **\$55,120** for Rate Year 2015 (see detailed calculations below):

Rate Year 2013 Total Labor Expense other than Workers Compensation Insurance expense	\$10,611,990
Multiplied by the RRI Labor Index change (2012-13), per the new rate Guidelines	x (1+3.16%)
Crowe Projected Rate Year 2014 Total Labor Expense other than Workers Compensation Insurance expense	\$10,947,329
Multiplied by the RRI Labor Index change (2013-14), per the new rate Guidelines	x (1+2.26%)
Crowe Projected Rate Year 2015 Total Labor Expense other than Workers Compensation Insurance expense	\$11,194,739
Multiplied by the projected RWMA share	x 95.28%
Crowe Projected Rate Year 2015 RWMA Labor Expense other than Workers Compensation Insurance expense	\$10,666,822
RYS Projected Rate Year 2015 RWMA Labor Expense other than Workers Compensation Insurance expense	\$10,721,942
Rate Year 2015 Labor Expense other than Workers Compensation Insurance expense adjustment	\$ 55,120

Additionally, RYS had a modification in the composition of the labor force. The company had an office manager that retired. RYS subsequently replaced this office manager with a new charge from the AP department. The net projected reduction in costs for this administrative change for 2015 is **\$65,116**.

Adjustment – Total labor and related expense adjustment = -\$55,120 – \$65,116 = -\$120,236.

3. Truck and Container Expense

RYS projected Truck and Container Expense to increase by approximately \$189,959 between Rate Year 2013 and Rate Year 2015. This projected increase is largely due to anticipated fuel cost increases of

³ Reference: Exhibit 2 of the new *Collection Service Agreements*, adopted by each jurisdiction in December 2011, titled, *Maximum Service Rate Adjustment Guidelines for Collection Service Agreement*.

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approximately \$118,473 for Rate Year 2014 (based on a projected average, combined fuel price of \$3.83 per gallon), and CPI escalations.

We made the following adjustment related to fuel costs:

We increased the projected Rate Year 2015 average diesel fuel price to \$4.094 per gallon to reflect the annual average of the RRI fuel index (Energy Information Administration, U.S. Department of Energy, California #2 Diesel Fuel, Retail Sales by All Sellers) for the April 2013 to March 2014 time period. During the rate review process, RYS subsequently revised their diesel fuel projection calculation using a projected diesel fuel price of \$4.09 per gallon. We used \$4.094 as the projected Rate Year 2015 average diesel fuel price.

We reduced the projected Rate Year 2015 average gasoline price to \$3.734 per gallon to reflect the annual average of the RRI fuel index (Energy Information Administration, U.S. Department of Energy, Weekly West Coast Regular All Formulations Retail Gasoline Prices) for the April 2013 to March 2014 time period. During the rate review process, RYS subsequently revised their gasoline projection calculation using a different gasoline fuel index (Energy Information Administration, U.S. Department of Energy, California All Grades All Formulations Retail Gasoline Prices). As this gasoline fuel index is for all grades, we did not allow this index.

We reduced the projected Rate Year 2015 compressed natural gas (CNG) fuel usage to 23,514 gallons-equivalent, based on the annualized Rate Year 2013 usage. In addition, based on direction from the RWMA we allowed a fuel price for CNG which was equivalent to the projected 2015 diesel fuel price of \$4.094. We made this adjustment to be consistent with allowing rate reimbursement for diesel vehicles rather than CNG vehicles (as noted in item #6 beginning on page 12).

RYS projected a Rate Year 2015 combined, average price of \$3.83 per gallon for diesel fuel, gasoline, and CNG fuel in the Application. For Rate Year 2015 combined, we projected an average price of \$4.09 per gallon for diesel fuel, gasoline, and CNG fuel.

The combination of these adjustments increased the projected expenses by **\$79,154** for Rate Year 2015.

Adjustment – Total truck and container expense adjustment = \$79,154.

4. Truck and Container Department Allocation

RYS allocated Truck and Container Department expenses to refuse collection services, recycling, transfer station / MRF operations, and composting processing (RWMA activities); Marysville street sweeping; Live Oak street sweeping; Yuba City sludge; Beale AFB; and non-franchised activities (non-RWMA activities) based on route days and green waste tons. RYS allocated Truck and Container Department expenses of approximately \$220,931 to non-RWMA activities for Rate Year 2015. This represents an increase of approximately \$12,433 in the amount allocated to non-RWMA activities for Rate Year 2015 as compared to Rate Year 2013.

We decreased Rate Year 2015 Truck and Container Department Allocation expenses by **\$3,730** to reflect the projected diesel and gasoline fuel price adjustments, discussed above.

Adjustment – Total truck and container department allocation adjustment = -\$3,730.

5. Insurance Expense

RYS projected Insurance Expense of approximately \$742,231 for Rate Year 2014. RYS then escalated Insurance Expense by approximately \$65,813 for Rate Year 2015. The Guidelines specify that:

"Liability Insurance expense for the Rate Year shall not exceed the total of the actual liability insurance expense for the Prior Year multiplied by the rolling average of the

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percentage change in the actual Liability Insurance expenses for the Prior Years of all rate cycles including Detailed Rate Review Years."

We found that the RYS projected Insurance Expense of \$808,044 for Rate Year 2015 is within the limit set by the new rate Guidelines (see detailed calculations below).

Rate Year 2013 RWMA Insurance Expense	\$745,481
Multiplied by the rolling average, per the new rate Guidelines	x 19.7%
Rate Year 2015 RWMA Insurance Expense limit, per the new rate Guidelines	\$892,341
RYS projected Rate Year 2015 RWMA Insurance Expenses	\$808,044

Adjustment – No adjustment.

6. Equipment Lease

RYS projected Equipment Lease expenses to decline by approximately \$331,691 for Rate Year 2015 versus Rate Year 2013. This projected reduction accounts for (1) the impacts of converting the leases to eight years (at prime interest rate), (2) a full year of increasing lease expenses for assets already placed in service, (3) leases expiring in Rate Years 2014 and 2015 that were on hand before, and (4) the addition of new leased equipment to be placed in service during Rate Years 2014 and 2015.

Based on our review, we made the following adjustments, per the Guidelines:

- The Rate Year 2012 Detailed Rate Application included additions of three diesel fueled vehicles. However, RYS acquired three compressed natural gas (CNG) vehicles (Vehicle Unit Numbers 13314, 13318, and 13319) in Rate Year 2013 as compared to the approved diesel fueled vehicles. RYS acquired these three CNG vehicles without obtaining written pre-authorization from the Contract Administrators.⁴ Below, we provide a current vehicle cost and lease expense comparison for a diesel fueled vehicle and a CNG fueled vehicle, based on RYS lease schedules.

Vehicle Part Description	Diesel Fuel Vehicle		CNG Vehicle	
	Costs	Annual Lease Expense	Costs	Annual Lease Expense
13 Autocar ACX64 Chassis	n/a	n/a	\$166,956.15	\$23,728.08
28YD HEIL Python Eject Body	n/a	n/a	\$152,020.94	\$21,605.52
DGE Roof Mounted Tank	n/a	n/a	\$25,618.48	\$3,640.92
Total per Vehicle	313,594.57	\$44,568.54	\$344,595.57	\$48,974.52
Difference per Vehicle			\$31,001.00	\$4,405.98

We reduced the Rate Year 2015 lease expense to account for the incremental difference in lease expenses for these three CNG vehicles as compared to diesel fueled vehicles. This adjustment reduced projected expenses by **\$13,218** (\$4,405.98 x 3) for Rate Year 2015.

- During the rate review process, RYS subsequently provided a final, revised lease schedule, with the projected 2015 total lease expense of \$1,520,025 for RWMA. We updated the lease expense for Rate Year 2015, based on RYS provided information. This adjustment reduced projected expenses by **\$9,979** for Rate Year 2015.

⁴ The new Collection Service Agreements include a provision that "acquisitions added to the lease schedule costing \$25,000 or more per individual item require advance written authorization from the Contract Administrators (i.e., computer, printer, cart would not require advance authorization)."

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RYS included CNG related lease acquisitions in the Application for Rate Years 2014 and 2015. These lease additions included eight CNG vehicles, two pickup vehicles, a CAT loader, and a CAT excavator. These additions represent annual expenses of \$348,466 for Rate Year 2015.

We reviewed the company's request to purchase a total of eight (8) new collection vehicles, one new excavator, and one new loader (all of which exceed the \$25,000 limit requiring Authority approval). We found the company's request for these new trucks reasonable in light of the fact that eight (8) collection vehicles have/will come off-lease and are nearing the end of their useful life. The ages and condition of the existing excavator (2003) and loader (2003) used at the transfer station also merit replacement at this time.

Consistent with the Authority's direction related to the three (3) recently purchased CNG trucks, we made an adjustment to reflect the incremental difference between the lease cost of a CNG truck and a diesel truck for the eight (8) collection vehicles RYS plans to purchase in 2014 and 2015. This adjustment reduced projected expenses by **\$39,827** for Rate Year 2015. As a matter of practice, we recommend that the company adopt a formal process to obtain written approval of assets above \$25,000, on a go forward basis, prior to requesting recovery of these assets in the rate base.

We made an equipment lease credit back to ratepayers for Rate Year 2015. This minor adjustment was based on the remaining costs of equipment items that were previously retrofitted with particulate matter traps, and then transferred and wrecked from the RYS' active fleet within five (5) years of the date of retrofit. This adjustment reduced projected expenses by **\$576** for Rate Year 2015.

Adjustment – Total equipment lease adjustment = -\$13,218-\$9,979-\$39,827-\$576 = -\$63,600.

7. Lease True-Up Adjustment

RYS initially calculated a Lease True-up Adjustment of approximately (\$218,258) for Rate Year 2015. This true-up adjustment credit reflects the reconciliation of lease expenses from Rate Year 2012 to Rate Year 2014.

During the rate review process, RYS subsequently identified lease true-up items for the balance of Rate Year 2014, which were included in the RYS projected lease schedule for FY2013 through FY2015, but not on the lease true-up schedule as submitted in the Application. These items are lease additions anticipated by RYS for Rate Year 2014. We updated the lease true-up adjustment for Rate Year 2015, based on RYS provided information. This adjustment decreased projected expenses by **\$10,729** for Rate Year 2015.

Adjustment – Total equipment lease adjustment = -\$10,729.

8. Depreciation

RYS projected Depreciation expenses to decrease by approximately \$225,847 for Rate Year 2015 versus Rate Year 2013, largely due to fully depreciated costs that already were collected in rates from the ratepayers. We verified that this reduction was consistent with RYS's depreciation schedule.

We identified depreciation items included on the depreciation schedule, related to improvements recommended in the Sloan Vasquez MRF Assessment Report, dated November 4, 2011. In its letter to the RWMA (dated December 20, 2011), RYS indicated to "installing these improvements forgoing any specific request for recovery through the rate application process, as long as there is not a significant change in the industry, market or regulation." This adjustment decreased projected expenses by **\$49,454** for Rate Year 2015.

The company provided a response to our adjustment as follows:

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"We disagree that the depreciation associated with the improvements to the MRF line as recommended by Sloan-Vasquez should be denied. We believe [the company's] letter dated December 20, 2011 needs to be taken within the context of the timing of events in the rate process. At that time, the rate process had concluded. To recover these costs, we would have had to make a "specific request" for rate recover in the interim years. We were forgoing the rate request because if the improvements worked the cost would be offset by additional revenue and reduce glass processing cost. The last phrase in the sentence you cited says, "as long as there is not a significant change in the industry, market, or regulation. The phrase adds some additional context to [the company's] letter. [The company] was saying that as long as there is not another event that would trigger a request for an "Extraordinary Adjustment" we will wait to receive recovery. It is only fair and reasonable to expect expense recovery on a go forward basis for equipment we were urged to put in place.

We can demonstrate that the new equipment recovers additional materials (primarily fiber and glass). If we do not get recovery for these assets, then we should be able to keep the related revenue and profit generated by the upgrade."

Additionally, RYS estimated the recent construction of the new crushed concrete pad at Feather River Organics for a cost of approximately \$439,382. Depreciated over eight years, the Rate Year 2015 depreciation amount is approximately \$54,923, and the RWMA share is approximately **\$44,488** (\$54,923 x 81%). At the direction of the RWMA, the RWMA's share of the composting concrete pad construction project costs will be considered for funding through the five-jurisdiction Rate Stabilization and Capitalization Fund and the Yuba City Rate Stabilization and Capitalization Fund. This adjustment decreased projected expenses by \$44,488 for Rate Year 2015.

Adjustment – Total depreciation cost adjustment = $-\$49,454 - \$44,488 = -\$93,942$.

9. Amortization

RYS reported no expenses for this line item.

Adjustment – No adjustment.

10. Recycling Material Purchases

RYS projected Recycling Material Purchases expense to increase by \$24,519 for Rate Year 2015 versus Rate Year 2013 due to increases in commodity prices and relatively flat volumes. We found this projection resulted in a reasonable Rate Year 2015 projection for Recycling Material Purchases.

Adjustment – No adjustment.

11. Transfer Station / MRF Operation

RYS projected Transfer Station / MRF Operations expenses to increase by approximately \$9,601 for Rate Year 2015 versus Rate Year 2013 due to the combined impact of an increase in facility repairs for Rate Year 2014 based on the four-year average expense, and the CPI escalation for Rate Year 2015. We found Rate Year 2015 Transfer Station / MRF Operation expenses appeared reasonable.

Adjustment – No adjustment.

12. Transfer Station / MRF Department Allocation (MRF Processing Costs)

In mid-2007, Recology Butte Colusa County (RBCC), a Recology subsidiary, started bringing curbside and source-separated materials to the RYS MRF for processing. In addition, in February 2011, RBCC began bringing the City of Colusa's curbside recyclable materials to the RYS MRF. RYS allocated MRF processing costs to RBCC for processing their recycling materials, by calculating a per ton MRF

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processing rate based on labor, capital, operating and maintenance costs, residue disposal costs, and overhead costs.

RYS allocated Transfer Station / MRF Department expenses of approximately \$651,497 to non-RWMA activities for Rate Year 2015. This represents a decrease of approximately \$71,024 in the amount allocated to non-RWMA activities for Rate Year 2015 as compared to Rate Year 2013. Of this total allocation for Rate Year 2015, RYS allocated \$491,890 to RBCC and \$159,607 to Beale AFB, to process curbside and source-separated materials delivered to the MRF.

After allocating Transfer Station / MRF Department expenses of \$491,890 to RBCC, RYS allocated Transfer Station / MRF Department expenses to refuse collection services (RWMA activities); the Ponderosa Transfer Station; Beale Air Force Base (AFB); and non-franchised activities (non-RWMA activities), based on refuse tons. RYS allocated Transfer Station / MRF Department expenses of approximately \$159,607 to non-RWMA activities for Rate Year 2015, based on projected refuse tons.

We increased the allocation of Transfer Station / MRF Department Allocation expenses to Non-RWMA activities from 2.0 percent (used in the Application) to 2.2 percent of total Transfer Station / MRF Department Allocation expenses. We calculated this Non-RWMA allocation percentage (2.2 percent), based on the projected RWMA and Non-RWMA refuse tons for Rate Year 2015. We projected Rate Year 2015 refuse tons based on the RYS projected account growth for RWMA (by sector) and non-RWMA activities. This adjustment to increase the allocation of expenses to non-RWMA activities had the impact of reducing projected Rate Year 2015 RWMA expenses by \$16,891.

Adjustment – Total transfer station / MRF department allocation adjustment = -\$16,891.

13. Hazardous Waste Operations

RYS reported no expenses for this line item.

Adjustment – No adjustment.

14. Other Operating Expense

RYS projected Other Operating Expense to increase by approximately \$2,304 for Rate Year 2015 versus Rate Year 2013, largely due to CPI escalations. Within Other Operating Expense, we identified non-allowable expenses, primarily associated with auction (non-market) purchases of beef and pork to use for year-end employee bonuses and end-of-year functions. We reduced Other Operating Expense to account for these non-allowable expenses. This adjustment reduced projected expenses by \$6,131 for Rate Year 2015.

Adjustment – Other operating expense adjustment = -\$6,131.

15. General & Administrative

RYS projected General & Administrative Expenses to increase by approximately \$5,286 for Rate Year 2015 versus Rate Year 2013, largely due to CPI escalations. RYS reduced General & Administrative expenses by approximately \$181,608 for non-allowable expenses.

Adjustment – No adjustment.

16. General & Administrative Department Allocation

RYS allocated General & Administrative Department expenses to RWMA collection services, recycling, and transfer station / MRF operations (RWMA activities) and Beale AFB and non-franchise (non-RWMA activities), based on actual Rate Year 2013 revenues and projected revenues for Rate Years 2014 and 2015. RYS allocated General & Administrative Department expenses of approximately \$190,292 to non-

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RWMA activities for Rate Year 2015. This represents a decrease of approximately \$12,245 in the amount allocated to non-RWMA activities for Rate Year 2015 as compared to Rate Year 2013.

Adjustment – No adjustment.

17. Regional & Corporate Overhead / Charges

RYS projected Regional & Corporate Overhead / Charges to increase by approximately \$48,954 for Rate Year 2015 versus Rate Year 2013, due to CPI escalations. We verified that the methodology used to allocate regional and corporate overhead charges was reasonable.

In assessing how to treat regional and corporate overhead charges we referred to the Guidelines. The Guidelines specify that

"Regional and corporate overhead and other corporate charges shall not exceed 0.76% and 6.09% respectively of total operating expenses (not including pass-through expenses)."

We decreased Regional & Corporate Overhead / Charges expenses based on application of these caps specified in the Guidelines. This adjustment decreased projected expenses by **\$3,375** for Rate Year 2015 (see detailed calculations below).

Adjusted, Projected RWMA Total Operating Expenses (not including Pass-Through Expenses) for Rate Year 2015	\$19,404,094
Plus Lease-True Up Back-up Credit	\$228,987
Plus YSDI Landfill Post-Closure Annual Cost Back-up Credit	\$218,628
Plus Maysville Fee Back-Up Credit	\$488,161
Multiplied by the sum of the limits, per the new rate Guidelines	x 6.85%
Rate Year 2015 RWMA Regional & Corporate Overhead / Charges limit, per the new rate Guidelines	\$1,393,281
RYS projected RWMA Regional & Corporate Overhead / Charges for Rate Year 2015	\$1,396,656
Regional & Corporate Overhead / Charges Adjustment for Rate Year 2015	\$3,375

Adjustment – Regional & corporate overhead / charges adjustment = -\$3,375.

18. Regulatory (Non Pass-through)

RYS projected non pass-through Regulatory expense to increase by approximately \$276,442 for Rate Year 2015 versus Rate Year 2013. RYS added an amount of \$274,186 for YSDI Landfill closure/post closure expenses for Rate Year 2015 for the estimated annual cost of post closure and the current shortfall over the four year rate cycle.

At the direction of the RWMA, we reclassified YSDI Landfill closure/post closure expenses for Rate Year 2015 to Regulatory (pass-through) expenses. This adjustment reduced projected expenses by **\$274,186** for Rate Year 2015.

Adjustment – Regulatory (non pass-through) adjustment = -\$274,186.

19. 2014 Post Closure True-up Adjustment

RYS received a rate increase of 4.52 percent for Rate Year 2014, including a 0.44 percent rate increase for the Rate Year 2012 fuel price true-up, and a 0.77 percent rate increase for the Rate Year 2014 YSDI Landfill post-closure cost true-up. RYS' projected revenues for Rate Year 2015 includes the rate increase of 3.8 percent (the 3.32 rate increase prior to true-ups, plus the 0.44 percent fuel price true-up rate increase), but not the 0.77 percent post-closure true-up rate increase. We made an associated adjustment to collection revenues to account for this 0.77 percent rate increase.

Adjustment – No adjustment.

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Operating Margin

We reduced the operating margin based on reductions in allowable costs (findings above related to Operating Expenses). This adjustment reduced the projected operating margin by **\$57,109** for Rate Year 2015.

Adjustment – Total operating margin adjustment = -\$57,074.

Pass-Through Expenses

1. Disposal – Ostrom Road Landfill

The Guidelines require that RWMA be charged a rate at Ostrom Road Landfill no higher than the rate charged to non-RWMA members (“most favored nation”). RYS provided a copy of the internal price sheet and other documentation for Ostrom Road Landfill to support that RWMA member agencies are currently charged no more than non-RWMA users of the landfill.

RYS projected Ostrom Road Landfill disposal expense to increase by approximately \$781,499 for Rate Year 2015 versus Rate Year 2013. This projected increase is largely due to projected increases in municipal solid waste (MSW) tons and tipping fees. RYS projected MSW tonnage to increase by approximately 3,423 tons for Rate Year 2015 versus Rate Year 2013. RYS projected the MSW tipping fees to increase by \$5.85 per ton from \$33.25 per ton in the Rate Year 2013 to \$39.10 per ton in Rate Year 2015.

RYS indicated the projected tipping fee of \$39.10 per ton for Rate Year 2015, based on four (4) major factors: (1) AB32 increased the landfill gas monitoring requirements; (2) the State Water Resources Control Board (SWRCB) increased their landfill gas migration requirements; (3) the SWRCB fees have increased significantly (the fees increased from \$28,500 to \$43,700 from 2011 to 2013); and (4) the loss of McCourtney volumes in August 2012 significantly decreased the base available to spread these additional costs on a per ton basis.

We requested detailed information regarding the basis for the increase in landfill tipping fees (e.g., the number of new monitoring wells). As of this writing, we did not receive this information from the company. The company’s position relative to this tipping fee rate is that even with the tipping fee increase, the \$39.10 per ton rate is below that charged by other comparable larger regional landfills.

Adjustment – No adjustment.

2. Green Waste Processing – Ostrom Road Landfill

RYS projected Ostrom Road Landfill Green Waste Processing expense to increase by approximately \$31,719 for Rate Year 2015 versus Rate Year 2013. This projected increase is largely due to projected increases in ADC/MRF screening tons and tipping fees.

We requested and reviewed green waste processing tonnage and tipping fee information. We verified that Ostrom Road Landfill Green Waste Processing expense was supportable. In addition, there was a minor difference in the projected 2015 green waste processing expense, between the figure in the Rate Application (\$126,232) and the figure in the RYS’ detailed supporting schedule (\$125,822). We used the total green waste processing expense in the detailed supporting schedule. This adjustment reduced projected expenses by **\$410** for Rate Year 2015.

Adjustment – Green waste processing – Ostrom Road Landfill adjustment = -\$410.

3. Regulatory Fees (Pass-through)

RYS projected pass-through Regulatory expenses to increase by approximately \$37,702 for Rate Year 2015 versus Rate Year 2013. RYS projected Rate Stabilization and Capitalization Fund contributions of

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\$563,539 for Rate Year 2015. RYS projected Marysville fees to increase by approximately \$17,280 from Rate Year 2013 to Rate Year 2015, to reflect the projected increases in disposal tonnage to the transfer station.

As discussed above, we reclassified YSDI Landfill closure/post closure expenses for Rate Year 2015 as Regulatory (pass-through) expenses. Additionally, during the rate review process, RYS subsequently updated its estimate of annual post closure maintenance costs. At the direction of the RWMA, we allowed these updated estimates of annual post closure maintenance costs. This adjustment increased projected expenses by **\$218,628** for Rate Year 2015.

Adjustment – Regulatory fees (pass-through) = \$218,628.

4. Member Agency Fees (Pass-through)

RYS reported no expenses for this line item.

Adjustment – No adjustment.

5. Franchise Fees

Franchise fees are charged at the rate of 5.0 percent of collection revenues. RYS calculated Rate Year 2015 franchise fees using the Rate Year 2015 projected collection revenues adjusted for the projected revenue surplus multiplied by the franchise fee rate of 5.0 percent.

We re-calculated and reduced franchise fees to account for the lower revenue requirement (based on the adjustments above). This adjustment reduced projected expenses by **\$19,054** for Rate Year 2015.

Adjustment – Total franchise fee adjustment = -\$19,054.

D. Recommended Rate Adjustments

As a result of the detailed review of the Application, we recommend a 4.04 percent rate decrease for the Cities of Yuba City, Live Oak, and Wheatland, and for Sutter County, with no allowance for the planned increase in the franchise fee for the City of Yuba City as noted in RYS' application. The recommended overall rate decrease of 4.04 percent for RY 2015 is equivalent to a revenue surplus of \$1,058,995. For the City of Marysville and Yuba County, our recommended rate decreases vary from the 4.04 percent rate decrease due to the presence of Member Agency specific programs. We projected the City of Marysville to have a revenue surplus of \$143,638 for street sweeping services in Rate Year 2015, resulting in a recommended rate decrease of 5.49 percent for the City of Marysville. Similarly, we projected Yuba County to have a revenue surplus of \$328,696 for the Ponderosa Transfer Station in Rate Year 2015, resulting in a recommended rate decrease of 4.37 percent for Yuba County.

* * * * *

Should you have any questions regarding the rate review process, or any of the contents of this draft report, please do not hesitate to contact Erik Nylund at (415) 230-4963.

Very truly yours,

Crowe Horwath LLP

Mr. Keith Martin
July 10, 2014

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Attachment A
Cost Allocation Methodology

Mr. Keith Martin
July 10, 2014

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Attachment A
Cost Allocation Methodology

RYS structured its Application to include the following expense categories:

Operating expenses

- Labor and related expense
- Truck and container expense
- Insurance expense
- Equipment lease
- Depreciation
- Recycling material purchases
- Transfer station / MRF operation
- Hazardous waste operations
- Other operating expense
- General & administrative costs
- Regional and corporate overhead / charges
- Regulatory (non pass-through) expense

Pass-through expenses

- Disposal – Ostrom Road Landfill
- Green waste processing – Ostrom Road Landfill
- Regulatory fees (pass-through)
- Franchise fees.

RYS assigned expenses from each of the categories above into the following ten (10) business activities:

1. Refuse collection
2. Recycling
3. Transfer station and MRF operation department
4. Truck and container repair department
5. General & administrative department
6. Compost processing
7. Street sweeping – Marysville
8. Street sweeping – Live Oak
9. Hazardous waste
10. Ponderosa Transfer Station
11. City of Yuba City Sludge.

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RYS allocated expenses within each business activity to RWMA and non-RWMA activities, based on approved allocation methods contained in the Guidelines. **Exhibit 1**, on the following page, illustrates the methods RYS used to allocate costs to RWMA and non-RWMA activities.

Expenses for business activities numbered one (1) through six (6) above, related to both RWMA and non-RWMA activities. These expenses were allocated based on allocation bases including route days, refuse tons, recycling tons, green waste tons, or revenues.

Expenses, for business activities numbered seven (7) through eleven (11), were specific to a Member Agency, and were assigned either through direct attribution or allocation (e.g., street sweeping to the Cities of Marysville and Live Oak, Ponderosa Transfer Station to Yuba County, and Yuba City sludge to the City of Yuba City).

Below, we discuss RYS cost allocations for each business activity, and we note the relative allocation percentages to non-RWMA activities for each business activity:

Refuse Collection

RYS allocated refuse collection costs between RWMA and non-RWMA activities, based on the number of route-days.⁵ RYS accumulates historical data on route times and uses this as a basis for determining route days. Route day percentage allocations to non-RWMA activities were 1.6 percent, 7.0 percent, and 9.2 percent, respectively, of residential, commercial, and debris box refuse collection costs.

Recycling

RYS allocated recycling costs, between RWMA and non-RWMA activities, based on the number of recycling route days. The route day percentage allocation to non-RWMA activities was 1.8 percent of recycling costs.

Transfer Station / MRF Operations

RYS transferred most refuse and recyclable materials collected to its transfer station/materials recovery facility (MRF) in Marysville. RYS consolidated and transferred refuse, and residuals from the sort line, to the Ostrom Road Landfill near Wheatland for disposal.⁶ This landfill is owned and operated by another Recology subsidiary, Recology Ostrom Road. RYS also processed green waste collected at its composting facility, located on the same property as the Marysville transfer Station / MRF. RYS charged a MRF processing fee to Recology Butte County and Colusa County (RBCC), a neighboring Recology subsidiary, to process curbside and source-separated materials brought to the MRF by RBCC.⁷ RYS charged RBCC a per ton processing fee based on RBCC's share of MRF labor, capital, operating and maintenance costs, residue disposal, and overhead costs. For Rate Year 2015, the allocation to RBCC was 30.1 percent of total MRF processing costs.

After deducting MRF processing costs allocated to RBCC, RYS allocated all remaining Transfer Station / MRF Operation expenses between RWMA and non-RWMA (Beale AFB) activities based on refuse tons. The refuse ton percentage allocation to non-RWMA activities was 2.2 percent of total Transfer Station / MRF Operating Department costs less the MRF processing costs allocated to RBCC.

⁵ The number of days spent on each residential, commercial, and/or debris box route.

⁶ RYS also direct hauled a small portion of collected refuse to Ostrom Road (i.e., without bringing the material to the transfer station to be consolidated).

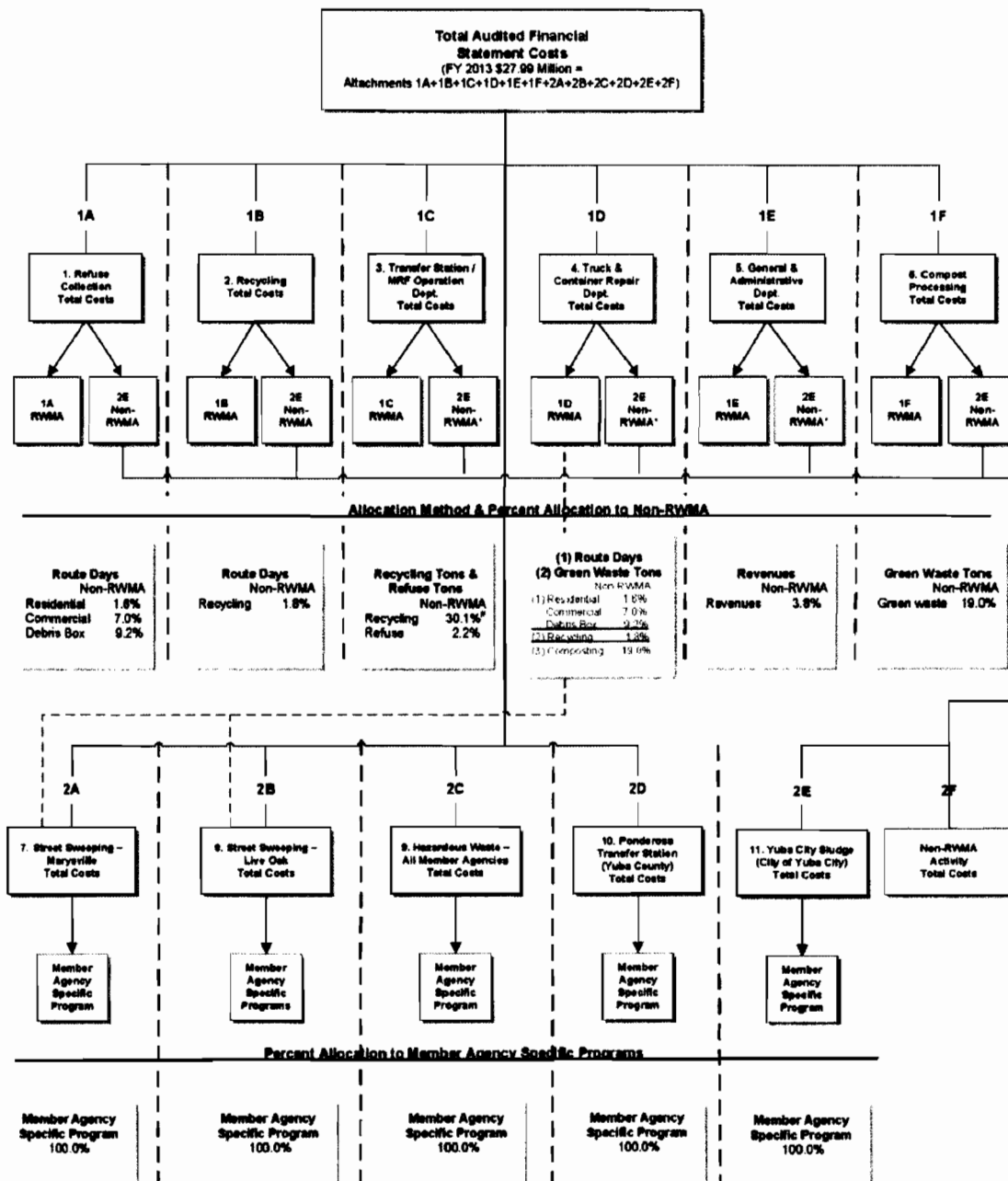
⁷ In mid-2007, RBCC started bringing curbside and source separated materials to the MRF for processing. In February 2011, RBCC began to bring City of Colusa curbside materials to the MRF for processing.

Mr. Keith Martin
July 10, 2014

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Exhibit 1
Recology Yuba-Sutter RWMA and Non-RWMA Cost Allocations
(Rate Year 2015)

Recology Yuba-Sutter RWMA and Non-RWMA Activity Cost Allocations
(Fiscal Year 2015)



* Shown as negative cost adjustments for RWMA activities on Attachments 1C, 1D, and 1E.

* Non-RWMA allocation is 30.1 percent of related MRF processing costs, but not total transfer station / MRF operation department costs.

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Truck and Container Repair Department

RYS allocated Truck and Container Repair expenses across business activities, including refuse collection, recycling, transfer station / MRF, compost processing, Marysville street sweeping, Live Oak street sweeping. This allocation was based on RYS records of recent actual expenses incurred on each vehicle or piece of equipment assigned to a business activity. RYS then further allocated the expenses between RWMA and non-RWMA activities, based on (1) route days for refuse collection and recycling collection, and (2) green waste tons for compost processing. RYS directly assigned truck and container repair costs to Member Agency specific programs.

Route day allocations to non-RWMA activities were 1.6 percent, 7.0 percent, and 9.2 percent, respectively, of residential, commercial, and debris box refuse collection costs. The recycling route day percentage allocation to non-RWMA activities was 1.8 percent of recycling costs. The green waste tonnage percentage allocation to non-RWMA activities was 19.0 percent of compost processing costs. RYS directly allocated 100 percent of the Marysville and Live Oak street sweeping expenses to Member Agency specific programs.

General & Administrative Costs

RYS allocated General & Administrative expenses between RWMA and non-RWMA activities based on revenues. The revenue percentage allocation to non-RWMA activities was 3.8 percent of total General & Administrative costs.

Compost Processing

RYS allocated compost processing costs, including composting related costs and compost material purchases, between RWMA and non-RWMA activities, based on the number of green waste tons. The percentage allocation to non-RWMA activities was 19.0 percent of compost processing costs.

Street Sweeping – Marysville

The Marysville street sweeping was a Member Agency specific program. All expenses related to the Marysville street sweeping operation were directly assigned to Member Agency specific program activities.

Street Sweeping – Live Oak

The Live Oak street sweeping was a Member Agency specific program. All expenses related to the Live Oak street sweeping operation were directly assigned to Member Agency specific program activities.

Hazardous Waste – All Member Agencies

The hazardous waste was a Member Agency specific program. All expenses related to the hazardous waste program were directly assigned to Member Agency specific program activities.

Ponderosa Transfer Station

The Ponderosa Transfer Station was a Member Agency specific program. All expenses related to the Ponderosa Transfer Station operation were directly assigned to Member Agency specific program activities.

Yuba City Sludge

The Yuba City sludge was a Member Agency specific program. All expenses related to the Yuba City sludge operation were directly assigned to Member Agency specific program activities.

Non-RWMA Activities

RYS included non-RWMA expenses, based on the above non-RWMA cost allocations for refuse collection, recycling, and compost processing, in the Application as Attachment 2F. All of the allocations noted above to non-RWMA activities were totaled in Attachment 2F.

Mr. Keith Martin
July 10, 2014

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Attachment B
RWMA California Air Resources Board (CARB) Standards Compliance

Mr. Keith Martin
July 10, 2014

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AURORA

ENVIRONMENTAL, INC.

June 4, 2014

Keith Martin, Administrator
Regional Waste Management Authority
2100 B Street
Marysville, California 95901

Re: Recology Yuba-Sutter Rate Year 2015 Detailed Rate Application – Review Relative to Diesel Engine Particulate Matter Control Retrofits Required by the California Air Resources Board Rules

Dear Keith:

This letter presents the results of the review of Recology Yuba-Sutter's Rate Year 2015 Detailed Rate Application relative to the California Air Resources Board (CARB) Rule pertaining to diesel engine particulate matter control retrofit requirements and the Collection Service Agreements adopted by each of the six member jurisdictions that became effective January 1, 2012. Articles in each of the Collection Service Agreements entitled, "Adjustments of Maximum Service Rates for Removal of Vehicles with Emissions Control Retrofit Equipment," specified that if any of the vehicles retrofitted with emissions control equipment are removed, for any reason, from the CONTRACTOR'S active fleet within five (5) years of the date of retrofit, the CONTRACTOR will credit the remaining pro-rated lease cost (from the removal date to the effective date of the next detailed rate application) of that vehicle's retrofit back to the rate payers in the next detailed rate application, including the operating margin charged on these costs.

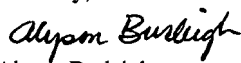
Three (3) vehicles in the Recology Yuba-Sutter fleet that were retrofitted and then transferred (two vehicles) and wrecked (one vehicle) have been identified. The following chart documents these vehicles and the amount to be credited to the service rates for Rate Years 2015 through 2018.

Truck Number	Transferred / Wrecked Date	Months* Adjustment	Monthly Lease	Adjustment Amount	RWMA Allocation	Total for Fiscal Year
10038	12/29/10	9	\$121.62	\$1,094.58	94.3%	\$1,032.19
10180	12/29/10	9	\$121.62	\$1,094.58	94.3%	\$1,032.19
13123	7/5/11	2	\$121.62	\$243.24	98.2%	<u>\$238.86</u>
Adjustment to be spread over the 2015 to 2018 rates						\$2,303.24
Annual Adjustment (\$2,303.24 / 4 years = \$575.81)						\$575.81
Operating Margin on Annual Adjustment						\$63.98
Franchise Fees						<u>\$33.67</u>
Annual Adjustment with Operating Margin & Franchise Fees						\$673.46

*The number of months of adjustments is from the Transferred/Wrecked Date back to 10/1/11 as the Rate Year 2015 Detailed Rate Application trues-up the lease schedule from the beginning of Rate Year 2012 (10/1/11).

Please let me know if you have any questions.

Sincerely,


Alyson Burleigh
President

cc. Erik Nylund, Crowe Horwath LLP

**Selected Comparative Franchise Fee Survey
of California Cities and Counties
(As of May 2014)**

Number	Description	Percent of Gross Revenue	Effective Year
1	City of San Mateo	4.0%	2009
2	Placer County	7.0%	2013
3	City of Lodi	4.8%	2007
4	Contra Costa County (Allied, RSS)	5.0%	2007
5	Contra Costa County areas served by CCCSWA (Allied)	5.0%	2007
6	City of Clayton	5.3%	2011
7	El Dorado County	5.0%	2005
8	Inyo County	10.0%	2011
9	City of San Juan Capistrano	5.0%	2009
10	City of Marysville	5.0%	2005
11	City of Vacaville	10.0%	2007
12	City of Piedmont	5.5%	2007
13	City of Menlo Park	5.8%	2009
14	City of Danville	6.0%	2007
15	City of Elk Grove	10.0%	2007
16	City of Pittsburg	10.0%	2008
17	City of Citrus Heights	7.0%	2007
18	Town of Paradise	7.0%	2007
19	City of Red Bluff	6.0%	2013
20	Sacramento County	10.0%	2012
21	City of Lancaster	8.1%	2007
22	City of Tracy	10.0%	2011
23	Humboldt County	9.0%	2011
24	City of Diamond Bar	9.7%	2009
25	County of Napa	10.0%	2005
26	City of Atascadero	10.0%	2008
27	City of Marina	10.0%	2008
28	Town of Atherton	10.0%	2009
29	City of Oakley	10.0%	2014
30	City of Oakland	10.0%	2006
31	City of Martinez	10.0%	2012
32	City of Moraga	10.0%	2007
33	City of Walnut Creek	10.0%	2007
34	City of Lafayette	10.0%	2007
35	City of Alameda	10.0%	2005
36	City of Albany	10.0%	2011
37	City of Fremont	10.0%	2013
38	City of Livermore	10.0%	2005
39	City of Los Altos	10.0%	2003
40	Town of Los Altos Hills	10.0%	2008
41	City of San Leandro	12.0%	2005
42	City of San Ramon	10.0%	2006
43	City of Emeryville	24.0%	2009
44	City of San Luis Obispo	10.0%	2007
45	Town of San Anselmo	10.0%	2010
46	Los Angeles County	10.0%	2006
47	City of Poway	10.0%	2006
48	City of Los Angeles	10.0%	2003
49	City of West Hollywood	10.0%	2002
50	City of Santa Clarita	10.0%	2013
51	City of Vallejo	11.0%	2008
52	City of Salinas	26.0%	2010
53	City of Milpitas	12.0%	2007
54	City of Antioch	12.0%	2010
55	City of Costa Mesa	16.0%	2011
56	City of Orinda	12.2%	2007
57	City of Hayward	12.5%	2005
58	Santa Clara County	12.5%	2008
59	City of Redwood City	13.0%	2009
60	City of Dublin	13.6%	2005
61	Marin County	15.0%	2009
62	City of Sausalito	15.0%	2006
63	City of Colton	15.0%	2006
64	City of Los Alamitos	8.0%	2009
65	City of Morgan Hill	15.5%	2005
66	City of Pasadena	23.1%	2008
67	City of Concord	9.4%	2014
68	City of Pleasant Hill	13.4%	2007
Average		10.3%	
min		4.0%	
max		26.0%	

Exhibit 1

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/14

Residential Rates

Program Areas **

Service Description	Rates Effective 10/1/2013						Rates Effective 10/1/2014					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge	Total Rate for Services
Standard 32 - Gallon Refuse Cart*	\$24.49	\$1.29	\$25.78	\$0.27	\$0.75	\$26.80	\$24.23	\$1.55	\$25.78	\$0.19	\$0.75	\$26.72
Low-Income Senior Citizen 32-Gallon Refuse Cart*	\$18.37	\$0.97	\$19.34	\$0.21	\$0.75	\$20.30	\$18.18	\$1.16	\$19.34	\$0.14	\$0.75	\$20.23
64 - Gallon Refuse Cart*	\$36.73	\$1.93	\$38.66	\$0.40	\$0.75	\$39.81	\$36.34	\$2.32	\$38.66	\$0.29	\$0.75	\$39.70
96 - Gallon Refuse Cart*	\$48.96	\$2.58	\$51.54	\$0.54	\$0.75	\$52.83	\$48.44	\$3.10	\$51.54	\$0.38	\$0.75	\$52.67
Extra 32 - Gallon Refuse Cart	\$12.24	\$0.64	\$12.88	\$0.13		\$13.01	\$12.11	\$0.77	\$12.88	\$0.10		\$12.98
Extra 64 - Gallon Refuse Cart	\$24.49	\$1.29	\$25.78	\$0.27		\$26.05	\$24.23	\$1.55	\$25.78	\$0.19		\$25.97
Extra 96 - Gallon Refuse Cart	\$36.73	\$1.93	\$38.66	\$0.40		\$39.06	\$36.34	\$2.32	\$38.66	\$0.29		\$38.95
Extra Bag of Refuse (Per Pickup Rate)	\$4.07	\$0.21	\$4.28	\$0.04		\$4.32	\$4.03	\$0.25	\$4.28	\$0.03		\$4.31

* Customers will be supplied 1 blue 64 - gallon cart for recycling and 1 green 96 - gallon cart for green yard waste.
The cost of these services is included in the price for refuse service.

** Program areas are within the mandatory collection area and include the communities of Linda, Olivhurst, and the Plumas Lake Specific Plan area. Areas outside Linda, Olivhurst, and the Plumas Lake Specific Plan area are in the non-program area.

*** Includes franchise fee impact on the Ponderosa Transfer Station fee.

Non-Program Areas **

Service Description	Rates Effective 10/1/2013						Rates Effective 10/1/2014					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge	Total Rate for Services
32 - Gallon Refuse Cart (limited)	\$20.83	\$1.10	\$21.93	\$0.23	\$0.75	\$22.91	\$20.61	\$1.32	\$21.93	\$0.16	\$0.75	\$22.84
Low-Income Senior Citizen 32 - Gallon Refuse Cart	\$15.63	\$0.82	\$16.45	\$0.18	\$0.75	\$17.38	\$15.47	\$0.95	\$16.42	\$0.12	\$0.75	\$17.29
96 - Gallon Refuse Cart	\$27.51	\$1.45	\$28.96	\$0.30	\$0.75	\$30.01	\$27.22	\$1.74	\$28.96	\$0.22	\$0.75	\$29.93
Low-Income Senior Citizen 96 - Gallon Refuse Cart	\$20.62	\$1.09	\$21.71	\$0.23	\$0.75	\$22.69	\$20.40	\$1.31	\$21.71	\$0.16	\$0.75	\$22.62
Additional 96 - Gallon Refuse Cart	\$12.50	\$0.66	\$13.16	\$0.13		\$13.29	\$12.37	\$0.79	\$13.16	\$0.10		\$13.26

Exhibit 1

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/14

Commercial Container Rates

Service Description	Rates Effective 10/1/2013						Rates Effective 10/1/2014					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMMA Surcharge	Total Rate for Services
1 Yard												
1 Time per Week	\$113.34	\$5.97	\$119.31	\$1.26	\$3.15	\$123.72	\$105.29	\$6.72	\$112.01	\$0.84	\$3.15	\$116.00
2 Times per Week	\$191.55	\$10.08	\$201.63	\$2.12	\$5.40	\$209.15	\$177.95	\$11.36	\$189.31	\$1.41	\$5.40	\$196.12
3 Times per Week	\$282.57	\$14.87	\$297.44	\$3.13	\$7.95	\$308.52	\$262.51	\$16.76	\$279.27	\$2.09	\$7.95	\$289.31
4 Times per Week	\$348.00	\$18.32	\$366.32	\$3.85	\$9.75	\$379.92	\$323.29	\$20.64	\$343.93	\$2.57	\$9.75	\$356.25
5 Times per Week	\$430.98	\$22.68	\$453.66	\$4.78	\$12.15	\$470.59	\$400.38	\$25.56	\$425.94	\$3.18	\$12.15	\$441.27
6 Times per Week	\$552.27	\$29.07	\$581.34	\$6.12	\$15.60	\$603.06	\$513.06	\$32.75	\$545.81	\$4.08	\$15.60	\$565.49
1.5 Yard												
1 Time per Week	\$151.65	\$7.98	\$159.63	\$1.68	\$4.35	\$165.66	\$140.88	\$8.99	\$149.87	\$1.12	\$4.35	\$155.34
2 Times per Week	\$261.83	\$13.78	\$275.61	\$2.91	\$7.35	\$285.87	\$243.24	\$15.53	\$258.77	\$1.93	\$7.35	\$268.05
3 Times per Week	\$359.22	\$18.91	\$378.13	\$3.98	\$10.20	\$392.31	\$333.72	\$21.30	\$355.02	\$2.65	\$10.20	\$367.87
4 Times per Week	\$465.99	\$24.53	\$490.52	\$5.17	\$13.20	\$508.89	\$432.90	\$27.63	\$460.53	\$3.44	\$13.20	\$477.17
5 Times per Week	\$573.03	\$30.16	\$603.19	\$6.35	\$16.20	\$625.74	\$532.34	\$33.98	\$566.32	\$4.23	\$16.20	\$586.75
6 Times per Week	\$735.91	\$38.73	\$774.64	\$8.16	\$20.70	\$803.50	\$683.66	\$43.64	\$727.30	\$5.43	\$20.70	\$753.43
2 Yard												
1 Time per Week	\$182.07	\$9.58	\$191.65	\$2.01	\$5.10	\$198.76	\$169.14	\$10.80	\$179.94	\$1.34	\$5.10	\$186.38
2 Times per Week	\$290.41	\$15.28	\$305.69	\$3.22	\$8.25	\$317.16	\$269.79	\$17.22	\$287.01	\$2.14	\$8.25	\$297.40
3 Times per Week	\$399.03	\$21.00	\$420.03	\$4.42	\$11.25	\$435.70	\$370.70	\$23.66	\$394.36	\$2.95	\$11.25	\$408.56
4 Times per Week	\$510.77	\$26.88	\$537.65	\$5.67	\$14.40	\$557.72	\$474.51	\$30.29	\$504.80	\$3.77	\$14.40	\$522.97
5 Times per Week	\$624.11	\$32.85	\$656.96	\$6.92	\$17.55	\$681.43	\$579.80	\$37.01	\$616.81	\$4.61	\$17.55	\$638.97
6 Times per Week	\$793.37	\$41.76	\$835.13	\$8.80	\$22.35	\$866.28	\$737.04	\$47.05	\$784.09	\$5.86	\$22.35	\$812.30
3 Yard												
1 Time per Week	\$220.37	\$11.60	\$231.97	\$2.45	\$6.15	\$240.57	\$204.72	\$13.07	\$217.79	\$1.63	\$6.15	\$225.57
2 Times per Week	\$365.66	\$19.25	\$384.91	\$4.06	\$10.35	\$399.32	\$339.70	\$21.68	\$361.38	\$2.70	\$10.35	\$374.43
3 Times per Week	\$533.13	\$28.06	\$561.19	\$5.91	\$15.00	\$582.10	\$495.28	\$31.61	\$526.89	\$3.93	\$15.00	\$545.82
4 Times per Week	\$660.84	\$34.78	\$695.62	\$7.34	\$18.60	\$721.56	\$613.92	\$39.19	\$653.11	\$4.88	\$18.60	\$676.59
5 Times per Week	\$810.93	\$42.68	\$853.61	\$8.99	\$22.80	\$885.40	\$753.35	\$48.09	\$801.44	\$5.99	\$22.80	\$830.23
6 Times per Week	\$1,037.52	\$54.61	\$1,092.13	\$11.50	\$29.25	\$1,132.88	\$963.86	\$61.52	\$1,025.38	\$7.66	\$29.25	\$1,062.29
4 Yard												
1 Time per Week	\$264.94	\$13.94	\$278.88	\$2.94	\$7.50	\$289.32	\$246.13	\$15.71	\$261.84	\$1.96	\$7.50	\$271.30
2 Times per Week	\$445.29	\$23.44	\$468.73	\$4.94	\$12.60	\$486.27	\$413.67	\$26.40	\$440.07	\$3.29	\$12.60	\$455.96
3 Times per Week	\$628.90	\$33.10	\$662.00	\$6.97	\$17.70	\$686.67	\$584.25	\$37.29	\$621.54	\$4.64	\$17.70	\$643.88
4 Times per Week	\$814.01	\$42.84	\$856.85	\$9.02	\$22.95	\$888.82	\$756.22	\$48.27	\$804.49	\$6.01	\$22.95	\$833.45
5 Times per Week	\$1,002.49	\$52.76	\$1,055.25	\$11.11	\$28.20	\$1,094.56	\$931.31	\$59.45	\$990.76	\$7.40	\$28.20	\$1,026.36
6 Times per Week	\$1,289.77	\$67.88	\$1,357.65	\$14.30	\$36.30	\$1,408.25	\$1,198.20	\$76.48	\$1,274.68	\$9.52	\$36.30	\$1,320.50

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Exhibit 1

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/14

Commercial Container Rates

Service Description	Rates Effective 10/1/2013						Rates Effective 10/1/2014					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
5 Yard												
1 Time per Week	\$274.44	\$14.44	\$288.88	\$3.05	\$7.80	\$299.73	\$254.95	\$16.27	\$271.22	\$2.03	\$7.80	\$281.05
2 Times per Week	\$486.75	\$25.62	\$512.37	\$5.40	\$13.80	\$531.57	\$452.19	\$28.86	\$481.05	\$3.59	\$13.80	\$498.44
3 Times per Week	\$702.35	\$36.97	\$739.32	\$7.78	\$19.80	\$766.90	\$652.48	\$41.65	\$694.13	\$5.18	\$19.80	\$719.11
4 Times per Week	\$922.69	\$48.56	\$971.25	\$10.23	\$25.95	\$1,007.43	\$857.18	\$54.71	\$911.89	\$6.81	\$25.95	\$944.65
5 Times per Week	\$1,141.39	\$60.07	\$1,201.46	\$12.65	\$32.25	\$1,246.36	\$1,060.35	\$67.68	\$1,128.03	\$8.42	\$32.25	\$1,168.70
6 Times per Week	\$1,478.04	\$77.79	\$1,555.83	\$16.38	\$41.70	\$1,613.91	\$1,373.10	\$87.64	\$1,460.74	\$10.91	\$41.70	\$1,513.35
6 Yard												
1 Time per Week	\$282.57	\$14.87	\$297.44	\$3.13	\$7.95	\$308.52	\$262.51	\$16.76	\$279.27	\$2.09	\$7.95	\$289.31
2 Times per Week	\$526.76	\$27.72	\$554.48	\$5.83	\$14.85	\$575.16	\$489.36	\$31.24	\$520.60	\$3.89	\$14.85	\$539.34
3 Times per Week	\$775.68	\$40.83	\$816.51	\$8.60	\$21.90	\$847.01	\$720.61	\$46.00	\$766.61	\$5.73	\$21.90	\$794.24
4 Times per Week	\$1,028.02	\$54.11	\$1,082.13	\$11.40	\$28.95	\$1,122.48	\$955.03	\$60.96	\$1,015.99	\$7.59	\$28.95	\$1,052.53
5 Times per Week	\$1,283.42	\$67.55	\$1,350.97	\$14.24	\$36.15	\$1,401.36	\$1,192.30	\$76.10	\$1,268.40	\$9.47	\$36.15	\$1,314.02
6 Times per Week	\$1,663.16	\$87.53	\$1,750.69	\$18.44	\$46.95	\$1,816.08	\$1,545.08	\$98.62	\$1,643.70	\$12.28	\$46.95	\$1,702.93
7 Yard												
1 Time per Week	\$316.12	\$16.64	\$332.76	\$3.51	\$8.85	\$345.12	\$293.68	\$18.75	\$312.43	\$2.33	\$8.85	\$323.61
2 Times per Week	\$587.38	\$30.91	\$618.29	\$6.52	\$16.50	\$641.31	\$545.68	\$34.83	\$580.51	\$4.34	\$16.50	\$601.35
3 Times per Week	\$861.95	\$45.37	\$907.32	\$9.56	\$24.30	\$941.18	\$800.75	\$51.11	\$851.86	\$6.36	\$24.30	\$882.52
4 Times per Week	\$1,141.39	\$60.07	\$1,201.46	\$12.65	\$32.25	\$1,246.36	\$1,060.35	\$67.68	\$1,128.03	\$8.42	\$32.25	\$1,168.70
5 Times per Week	\$1,420.59	\$74.77	\$1,495.36	\$15.75	\$40.05	\$1,551.16	\$1,319.73	\$84.24	\$1,403.97	\$10.48	\$40.05	\$1,454.50
6 Times per Week	\$1,845.23	\$97.12	\$1,942.35	\$20.45	\$52.05	\$2,014.85	\$1,714.22	\$109.42	\$1,823.64	\$13.62	\$52.05	\$1,889.31
8 Yard												
1 Time per Week	\$360.68	\$18.98	\$379.66	\$3.99	\$10.20	\$393.85	\$335.07	\$21.39	\$356.46	\$2.66	\$10.20	\$369.32
2 Times per Week	\$644.89	\$33.94	\$678.83	\$7.15	\$18.15	\$704.13	\$559.10	\$38.24	\$637.34	\$4.76	\$18.15	\$660.25
3 Times per Week	\$960.80	\$50.57	\$1,011.37	\$10.65	\$27.15	\$1,049.17	\$892.58	\$56.97	\$949.55	\$7.09	\$27.15	\$983.79
4 Times per Week	\$1,276.92	\$67.21	\$1,344.13	\$14.15	\$36.00	\$1,394.28	\$1,186.26	\$75.72	\$1,261.98	\$9.42	\$36.00	\$1,307.40
5 Times per Week	\$1,585.06	\$83.42	\$1,668.48	\$17.57	\$44.70	\$1,730.75	\$1,472.52	\$93.99	\$1,566.51	\$11.70	\$44.70	\$1,622.91
6 Times per Week	\$1,945.79	\$102.41	\$2,048.20	\$21.57	\$54.90	\$2,124.67	\$1,807.64	\$115.38	\$1,923.02	\$14.36	\$54.90	\$1,992.28

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Exhibit 1

Recology/ Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/14

Commercial Container Rates

Service Description	Rates Effective 10/1/2013						Rates Effective 10/1/2014					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
1 Yard Bin - Extra Service Only	\$30.80	\$1.62	\$32.42	\$0.34		\$32.76	\$28.61	\$1.83	\$30.44	\$0.23		\$30.67
1.5 Yard Bin - Extra Service Only	\$34.14	\$1.80	\$35.94	\$0.37		\$36.31	\$31.72	\$2.02	\$33.74	\$0.25		\$33.99
2 Yard Bin - Extra Service Only	\$41.08	\$2.16	\$43.24	\$0.46		\$43.70	\$38.16	\$2.44	\$40.60	\$0.30		\$40.90
3 Yard Bin - Extra Service Only	\$47.88	\$2.52	\$50.40	\$0.53		\$50.93	\$44.48	\$2.84	\$47.32	\$0.35		\$47.67
4 Yard Bin - Extra Service Only	\$54.67	\$2.88	\$57.55	\$0.60		\$58.15	\$50.79	\$3.24	\$54.03	\$0.40		\$54.43
5 Yard Bin - Extra Service Only	\$58.13	\$3.06	\$61.19	\$0.64		\$61.83	\$54.00	\$3.45	\$57.45	\$0.43		\$57.88
6 Yard Bin - Extra Service Only	\$61.61	\$3.24	\$64.85	\$0.67		\$65.52	\$57.24	\$3.65	\$60.89	\$0.45		\$61.34
7 Yard Bin - Extra Service Only	\$68.42	\$3.60	\$72.02	\$0.76		\$72.78	\$63.56	\$4.06	\$67.62	\$0.50		\$68.12
8 Yard Bin - Extra Service Only	\$75.20	\$3.96	\$79.16	\$0.83		\$79.99	\$69.86	\$4.46	\$74.32	\$0.56		\$74.88
Temporary 7 Yard Bin (available to residences)	\$147.73	\$7.78	\$155.51	\$1.64	\$3.00	\$160.15	\$137.24	\$8.76	\$146.00	\$1.09	\$3.00	\$150.09

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Exhibit 1

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/14

Front Load Compactor Rates

Service Description	Rates Effective 10/1/2013							Rates Effective 10/1/2014						
	Base Rate *	Franchise Fees	Including Franchise Fees	Pondrosa Transfer ***	Hazardous Waste / RWMA Surcharge **	Total Rate for Services		Base Rate *	Franchise Fees	Including Franchise Fees	Pondrosa Transfer ***	Hazardous Waste / RWMA Surcharge **	Total Rate for Services	
1.3 Yd Compactor														
1 time per week	\$240.57	\$12.66	\$253.23	\$2.67	\$4.35	\$260.25		\$223.49	\$14.27	\$237.76	\$1.78	\$4.35	\$243.89	
2 times per week	\$481.15	\$25.32	\$506.47	\$5.33	\$7.35	\$519.15		\$446.99	\$28.53	\$475.52	\$3.55	\$7.35	\$486.42	
3 times per week	\$721.71	\$37.98	\$759.69	\$8.00	\$10.20	\$777.89		\$670.47	\$42.80	\$713.27	\$5.33	\$10.20	\$728.80	
4 times per week	\$962.28	\$50.65	\$1,012.93	\$10.67	\$13.20	\$1,036.80		\$893.96	\$57.06	\$951.02	\$7.10	\$13.20	\$971.32	
5 times per week	\$1,202.84	\$63.31	\$1,266.15	\$13.33	\$16.20	\$1,295.68		\$1,117.44	\$71.33	\$1,188.77	\$8.88	\$16.20	\$1,213.85	
6 times per week	\$1,443.43	\$75.97	\$1,519.40	\$16.00	\$20.70	\$1,556.10		\$1,340.95	\$85.59	\$1,426.54	\$10.65	\$20.70	\$1,457.89	
2 Yd Compactor														
1 time per week	\$370.12	\$19.48	\$389.60	\$4.10	\$5.10	\$398.80		\$343.84	\$21.95	\$365.79	\$2.73	\$5.10	\$373.62	
2 times per week	\$740.19	\$38.96	\$779.15	\$8.21	\$8.25	\$795.61		\$687.64	\$43.89	\$731.53	\$5.46	\$8.25	\$745.24	
3 times per week	\$1,110.32	\$58.44	\$1,168.76	\$12.31	\$11.25	\$1,192.32		\$1,031.49	\$65.84	\$1,097.33	\$8.19	\$11.25	\$1,116.77	
4 times per week	\$1,480.43	\$77.92	\$1,558.35	\$16.40	\$14.40	\$1,589.15		\$1,375.32	\$87.79	\$1,463.11	\$10.93	\$14.40	\$1,488.44	
5 times per week	\$1,850.52	\$97.40	\$1,947.92	\$20.51	\$17.55	\$1,985.98		\$1,719.13	\$109.73	\$1,828.86	\$13.66	\$17.55	\$1,860.07	
6 times per week	\$2,220.61	\$116.87	\$2,337.48	\$24.62	\$22.35	\$2,384.45		\$2,062.95	\$131.68	\$2,194.63	\$16.39	\$22.35	\$2,233.37	
3 Yd Compactor														
1 time per week	\$555.17	\$29.22	\$584.39	\$6.15	\$6.15	\$596.69		\$515.75	\$32.92	\$548.67	\$4.10	\$6.15	\$558.92	
2 times per week	\$1,110.33	\$58.44	\$1,168.77	\$12.31	\$10.35	\$1,191.43		\$1,031.50	\$65.84	\$1,097.34	\$8.19	\$10.35	\$1,115.88	
3 times per week	\$1,665.49	\$87.66	\$1,753.15	\$18.46	\$15.00	\$1,786.61		\$1,547.24	\$98.76	\$1,646.00	\$12.29	\$15.00	\$1,673.29	
4 times per week	\$2,220.62	\$116.87	\$2,337.49	\$24.62	\$18.60	\$2,380.71		\$2,062.96	\$131.68	\$2,194.64	\$16.39	\$18.60	\$2,229.63	
5 times per week	\$2,775.80	\$146.09	\$2,921.89	\$30.76	\$22.80	\$2,975.45		\$2,578.72	\$164.60	\$2,743.32	\$20.49	\$22.80	\$2,786.61	
6 times per week	\$3,330.96	\$175.31	\$3,506.27	\$36.93	\$29.25	\$3,572.45		\$3,094.46	\$197.52	\$3,291.98	\$24.58	\$29.25	\$3,345.81	
4 Yd Compactor														
1 time per week	\$740.20	\$38.96	\$779.16	\$8.21	\$7.50	\$794.87		\$687.65	\$43.89	\$731.54	\$5.46	\$7.50	\$744.50	
2 times per week	\$1,480.44	\$77.92	\$1,558.36	\$16.40	\$12.60	\$1,587.36		\$1,375.33	\$87.79	\$1,463.12	\$10.93	\$12.60	\$1,486.65	
3 times per week	\$2,220.62	\$116.87	\$2,337.49	\$24.62	\$17.70	\$2,379.81		\$2,062.96	\$131.68	\$2,194.64	\$16.39	\$17.70	\$2,228.73	
4 times per week	\$2,960.84	\$155.83	\$3,116.67	\$32.82	\$22.95	\$3,172.44		\$2,750.62	\$175.57	\$2,926.19	\$21.85	\$22.95	\$2,970.99	
5 times per week	\$3,701.05	\$194.79	\$3,895.84	\$41.03	\$28.20	\$3,965.07		\$3,438.28	\$219.46	\$3,657.74	\$27.32	\$28.20	\$3,713.26	
6 times per week	\$4,441.28	\$233.75	\$4,675.03	\$49.22	\$36.30	\$4,760.55		\$4,125.95	\$263.36	\$4,389.31	\$32.78	\$36.30	\$4,458.39	
5 Yd Compactor														
1 time per week	\$925.25	\$48.70	\$973.95	\$10.26	\$7.80	\$992.01		\$859.56	\$54.87	\$914.43	\$6.83	\$7.80	\$929.06	
2 times per week	\$1,850.54	\$97.40	\$1,947.94	\$20.51	\$13.80	\$1,982.25		\$1,719.15	\$109.73	\$1,828.88	\$13.66	\$13.80	\$1,856.34	
3 times per week	\$2,775.80	\$146.09	\$2,921.89	\$30.76	\$19.80	\$2,972.45		\$2,578.72	\$164.60	\$2,743.32	\$20.49	\$19.80	\$2,783.61	
4 times per week	\$3,701.05	\$194.79	\$3,895.84	\$41.03	\$25.95	\$3,962.82		\$3,438.28	\$219.46	\$3,657.74	\$27.32	\$25.95	\$3,711.01	
5 times per week	\$4,626.34	\$243.49	\$4,869.83	\$51.29	\$32.25	\$4,953.37		\$4,297.87	\$274.33	\$4,572.20	\$34.15	\$32.25	\$4,638.60	
6 times per week	\$5,551.59	\$292.19	\$5,843.78	\$61.54	\$41.70	\$5,947.02		\$5,157.43	\$329.20	\$5,486.63	\$40.97	\$41.70	\$5,569.30	
6 Yd Compactor														
1 time per week	\$1,110.33	\$58.44	\$1,168.77	\$12.31	\$7.95	\$1,189.03		\$1,031.50	\$65.84	\$1,097.34	\$8.19	\$7.95	\$1,113.48	
2 times per week	\$2,220.62	\$116.87	\$2,337.49	\$24.62	\$14.85	\$2,376.96		\$2,062.96	\$131.68	\$2,194.64	\$16.39	\$14.85	\$2,225.88	
3 times per week	\$3,330.96	\$175.31	\$3,506.27	\$36.93	\$21.90	\$3,565.10		\$3,094.46	\$197.52	\$3,291.98	\$24.58	\$21.90	\$3,338.46	
4 times per week	\$4,441.28	\$233.75	\$4,675.03	\$49.22	\$28.95	\$4,753.20		\$4,125.95	\$263.36	\$4,389.31	\$32.78	\$28.95	\$4,451.04	
5 times per week	\$5,551.59	\$292.19	\$5,843.78	\$61.54	\$36.15	\$5,941.47		\$5,157.43	\$329.20	\$5,486.63	\$40.97	\$36.15	\$5,563.75	
6 times per week	\$6,661.91	\$350.63	\$7,012.54	\$73.85	\$46.95	\$7,133.34		\$6,188.91	\$395.04	\$6,583.95	\$49.17	\$46.95	\$6,680.07	

* Base Rate is based on 4,333 pick-ups per month at \$39.67/cu yd. or \$171.92 per month times the compactor size and frequency of pick-ups per week.

** Household Hazardous Waste / RWMA Surcharge Rates are based on rates for the same size of commercial containers and service frequency. Rates for the 1.3 Yard Compactor are based on the rates for the 1.5 Yard Commercial Container.

*** Includes franchise fee impact on the Pondrosa Transfer Station fee.

Exhibit 1

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/14

Commercial Can and Cart Rates

Service Description	Rates Effective 10/1/2013						Rates Effective 10/1/2014					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMMA Surcharge	Total Rate for Services
Commercial Can	\$25.50	\$1.34	\$26.84	\$0.28	\$0.75	\$27.87	\$23.69	\$1.51	\$25.20	\$0.19	\$0.75	\$26.14
Additional Commercial Can	\$23.61	\$1.24	\$24.85	\$0.26	\$0.75	\$25.86	\$21.93	\$1.40	\$23.33	\$0.17	\$0.75	\$24.25
Commercial Cart	\$51.15	\$2.69	\$53.84	\$0.57	\$1.50	\$55.91	\$47.52	\$3.03	\$50.55	\$0.38	\$1.50	\$52.43
Additional Commercial Cart	\$51.15	\$2.69	\$53.84	\$0.57	\$1.50	\$55.91	\$47.52	\$3.03	\$50.55	\$0.38	\$1.50	\$52.43

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Exhibit 1

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/14

Debris Box Rates

Service Description	Rates Effective 10/1/2013						Rates Effective 10/1/2014					
	Base Rate	Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services		
09Yd Dirt/Concrete Debris	\$393.00	\$20.68	\$413.68	\$4.36	7.50	\$425.54	\$388.86	\$24.82	\$413.68	\$3.09	\$424.27	
15 Yd Debris Box	\$316.54	\$16.66	\$333.20	\$3.51	6.30	\$343.01	\$313.21	\$19.99	\$333.20	\$2.49	\$341.99	
20 Yd Debris Box	\$365.22	\$19.22	\$384.44	\$4.05	7.50	\$395.99	\$361.36	\$23.06	\$384.44	\$2.87	\$394.81	
25 Yd Debris Box	\$393.08	\$20.69	\$413.77	\$4.36	8.10	\$426.23	\$388.94	\$24.83	\$413.77	\$3.09	\$424.96	
30 Yd Debris Box	\$431.40	\$22.71	\$454.11	\$4.78	9.00	\$467.89	\$426.86	\$27.25	\$454.11	\$3.39	\$466.50	
40 Yd Debris Box	\$507.91	\$26.73	\$534.64	\$5.63	10.80	\$551.07	\$502.56	\$32.08	\$534.64	\$3.99	\$549.43	
Compactor Rate Per Cubic Yard	\$44.48	\$2.34	\$46.82	\$0.50	\$0.90	\$48.22	\$44.01	\$2.81	\$46.82	\$0.35	\$48.07	
Wood Debris Box	\$172.18	\$9.06	\$181.24	\$1.91		\$183.15	\$170.37	\$10.87	\$181.24	\$1.35	\$182.59	
15 Yard Tires	\$580.45	\$30.55	\$611.00	\$6.43	\$10.20	\$627.63	\$574.34	\$36.66	\$611.00	\$4.56	\$625.76	
20 Yard Tires	\$735.27	\$38.70	\$773.97	\$8.15	\$12.90	\$795.02	\$727.53	\$46.44	\$773.97	\$5.78	\$792.65	
25 Yard Tires	\$879.73	\$46.30	\$926.03	\$9.75	\$15.45	\$951.23	\$870.47	\$55.56	\$926.03	\$6.92	\$946.40	
30 Yard Tires	\$1,024.26	\$53.91	\$1,078.17	\$11.36	\$18.00	\$1,107.53	\$1,013.48	\$64.69	\$1,078.17	\$8.05	\$1,104.22	
40 Yard Tires	\$1,228.13	\$64.64	\$1,292.77	\$13.61	\$21.45	\$1,327.83	\$1,215.20	\$77.57	\$1,292.77	\$9.65	\$1,323.87	
Trip Charge / Same Day Service	\$71.88	\$3.78	\$75.66	\$0.00		\$75.66	\$71.12	\$4.54	\$75.66		\$75.66	
Demurrage Charge	\$17.70	\$0.93	\$18.63	\$0.00		\$18.63	\$17.51	\$1.12	\$18.63		\$18.63	

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Commercial Rate Survey July 2014

Community	Commercial Service Rates 1 x week service			
	<u>Cart or 1 yd.</u>	<u>2 yd.</u>	<u>3 yd.</u>	<u>4 yd.</u>
Davis	\$60.31 Cart \$94.44 1 yd.	\$157.09	\$234.00	\$306.83
Grass Valley	\$58.96 Cart	\$267.96	\$341.18	\$433.25
Oroville	\$24.09 Cart \$105.70 1 yd.	\$153.47	\$204.19	\$254.96
Rocklin	\$34.60 Cart \$90.66 1 yd.	\$158.61	\$226.84	\$295.08
West Sacramento	\$38.77 1 yd.	\$77.54	\$116.31	\$155.08
Woodland	\$32.63 Cart \$67.37 1 yd.	\$102.23	\$131.16	\$164.66
Yuba-Sutter	\$55.34 Cart \$122.46 1 yd.	\$196.75	\$238.12	\$286.38

Note: For comparison purposes, the actual rates presented may also include a variety of factors detailed in the above stated chart. For example, there may be varying services provided, additional fees for recycling vs. free recycling, different franchise fees, other unknown financial factors, etc.



County of Yuba Community Development

915 8th Street, Suite 123, Marysville, CA 95901

Environmental Health Division

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Web: <http://www.co.yuba.ca.us>

Memo

To: Board of Supervisors

From: Environmental Health Director, Tejinder Maan
Environmental Health Supervisor, Paul Donoho, Jr.

Subject: Adoption of a Graywater ordinance specific to the area of Yuba County

Date: 08/26/2014

Recommendation:

Staff recommends the adoption of a Graywater Ordinance for the continued protection of the health and safety of Yuba County residents. This ordinance will allow the use and regulation of graywater systems (separate from septic systems) in appropriate areas of the county, while restricting or prohibiting their use where conditions are not favorable.

Background:

The California gray water ordinance was enacted as a water saving measure on August 4th, 2009. The law authorized a city, county, or other local agency to adopt an ordinance that would prohibit gray water systems outright or establish more restrictive standards than those published in the California Building Standards Code. Very few inquiries were received by the Yuba County Building Department and Environmental Health Department after the enactment of that law. An ordinance was not proposed at that time.

On October 8th, 2011 in response to ongoing drought conditions, AB 849 was approved. This Bill amended the original law to repeal the authority of the city, county, or other local agency to prohibit entirely the use of graywater systems while still allowing the adoption of more restrictive standards under specific requirements. The amendment requires that to adopt a more restrictive ordinance local climatic, geological, topographical, or public health conditions are to be outlined and they must be limited to

the areas where the conditions exist. Since the adoption of this amendment, inquiries have been made to the Environmental Health Department regarding the application and use of graywater. It was during review of these inquiries that it was realized that due to varied conditions in the county a graywater ordinance with more restrictive requirements was needed.

Discussion:

Due to the types of geology, drainage and soils formations found in a large part of Yuba County, it is not feasible to safely or practically support the application of graywater as proposed under the California Building Standards Code. This varied geology also makes it difficult to delineate specific areas and restrictions will have to be made on a case by case basis.

The use of advanced septic systems to overcome some of those restrictive conditions is also, in its own right a limiting factor for graywater use. These advanced septic systems will not function properly if the gray water is removed prior to application to the treatment units.

A copy of the proposed ordinance and a summary of AB 849 are being forwarded with this memo.

Committee Approval:

The Protective Inspection Committee recommended moving the ordinance forward at the meeting on 08/12/2014.

Fiscal Impact:

Appropriate fees, which will cover staff time, for permitting and review will be developed so that there will be no direct fiscal impact to the county. No other impact is expected from this approval.

An act to amend Section 18941.7 of the Health and Safety Code, and to amend Section 14877.3 of the Water Code, relating to water.

| Approved by Governor October 08, 2011. Filed Secretary of State October 08, 2011. |

LEGISLATIVE COUNSEL'S DIGEST

AB 849. Gatto. Water: use efficiency: graywater building standards.

Existing law authorizes a city, county, or other local agency to adopt, after a public hearing and enactment of an ordinance or resolution, building standards that prohibit entirely the use of graywater, or building standards that are more restrictive than the graywater building standards adopted by the Department of Housing and Community Development and published in the California Building Standards Code.

This bill would repeal the authority of a city, county, or other local agency to adopt building standards that prohibit entirely the use of graywater and instead authorize the adoption, under specified requirements, of standards that are more restrictive than that adopted pursuant to state requirements. The bill would require that an ordinance enacted pursuant to this authority include the local climatic, geological, topographical, or public health conditions requiring different building standards. The bill would also require a city, county, or other local agency to seek consultation with the local public health department prior to commencing the issuance of permits for indoor graywater systems, as specified.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: NO Local Program: NO

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 18941.7 of the Health and Safety Code is amended to read:

18941.7.

Subject to Section 14877.3 of the Water Code, a city, county, or other local agency may adopt, after a public hearing and enactment of an ordinance or resolution, building standards that are more restrictive than the graywater building standards adopted by the Department of Housing and Community Development under Section 17922.12 and published in the California Building Standards Code.

SEC. 2.

Section 14877.3 of the Water Code is amended to read:

14877.3.

(a) Subject to subdivision (b), a city, county, or other local agency may adopt, after a public hearing and enactment of an ordinance or resolution, building standards that are more restrictive than the graywater building standards adopted pursuant to state requirements.

(b) An ordinance adopted pursuant to subdivision (a) shall include the local climatic, geological, topographical, or public health conditions that necessitate building standards that are more restrictive than the graywater building standards adopted pursuant to state requirements and shall be limited to the specific area of the city, county, or local agency where the conditions exist.

(c) Prior to commencing the issuance of permits for indoor graywater systems pursuant to state requirements relating to graywater, a city, county, or other local agency shall seek consultation with the local public health department to ensure that local public health concerns are addressed in local standards or ordinances, or in issuing permits.

SEC. 3.

It is the intent of the Legislature to encourage the use of graywater systems and to provide consistency and uniformity in the implementation of graywater standards in this state, where appropriate. It is the intent of the Legislature to support innovation in the development of graywater technology that promotes prudent water conservation efforts for this state.

ORDINANCE NO. _____

**AN ORDINANCE ADDING CHAPTER 7.09 ADDRESSING THE USE OF
GRAYWATER TO THE YUBA COUNTY ORDINANCE CODE**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

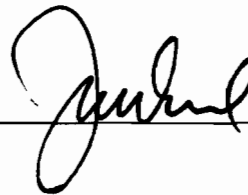
Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: _____



THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect Thirty (30) days (60 days if pertaining to fees) after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2.

CHAPTER 7.09

GRAYWATER SYSTEMS

(NONPOTABLE WATER REUSE SYSTEMS)

Sections

7.09.010	Intent
7.09.020	Restricted Use
7.09.030	Graywater Systems-General
7.09.040	Definitions
7.09.050	Permit Required
7.09.060	System Requirements
7.09.070	Drawings and Specifications
7.09.080	Groundwater Depth
7.09.090	Inspection and Testing
7.09.100	Procedure for Estimating Graywater Discharge
7.09.110	Determination of Maximum Absorption Capacity
7.09.120	Required Area of Irrigation or Disposal Field
7.09.130	Tank Construction
7.09.140	Graywater Systems
7.09.150	Irrigation, Disposal Field and Mulch Basin Construction
7.09.160	Mulch Basin
7.09.170	Irrigation Field
7.09.180	Disposal Field
7.09.190	Special Provisions
7.09.200	Indoor Use of Treated Graywater

ARTICLE I GENERAL

7.09.010 Intent

The intent of this Ordinance is:

- (A)** To conserve water in Yuba County by facilitating greater reuse of laundry, shower, lavatory and similar sources of discharge water for irrigation and/or indoor use where appropriate.
- (B)** Help reduce the number of non-compliant graywater systems by making legal compliance more easily achievable.
- (C)** Provide guidance for avoiding potentially unhealthful conditions.
- (D)** Reduce the loading on standard (permitted and functioning) private sewage disposal systems by diverting the graywater.
- (E)** Establish the Yuba County Environmental Health Department as the Enforcement Agency for the review and permitting of Gray Water Systems.

7.09.020 Restricted Use

Many areas in Yuba County do not meet the requirements of the graywater ordinance due to improper soils, drainage, slopes, etc.. Many areas of the southern valley portion of the county (such as Linda, Olivehurst, Plumas Lakes and the Wheatland area) have poor drainage and deep hardpan soils. Many areas in the foothills and hill portions of the county (such as Loma Rica, Dobbins, Browns Valley, Camp Far West, and Smartsville) have shallow soils and/or slow perking soils as well as slopes and many surface drainages that are not conducive to the proper disposal of graywater.

Conditions which restrict or will prohibit the use of graywater systems in Yuba County include but are not limited to:

- (A)** Any parcel that requires an advanced (pretreatment) type septic system will not be allowed a gray water system. These advanced systems need full household water flows to maintain proper operation and treatment.
- (B)** Any parcel with less than 36" of suitable soils under the application zone is not appropriate for graywater application. Many parcels in the county do not meet this requirement. (i.e. perks < 5 mpi or > 60 mpi, soil type classed as sand/gravel, hardpan, fractured, or highly weathered rock, etc..).

- (C) Shallow lines or fields will not be allowed on excessive slopes. The allowable slope of a useable area will depend on the trench or field depth and/or the soil type and perk rates but in no case will disposal be allowed on slopes greater than 30%.
- (D) Any parcel highly restricted by geologic conditions (i.e. drainage, rock outcrops, etc.) or one that is too small to accommodate an appropriately sized graywater system while maintaining all applicable setbacks (as outlined below in Table 7.09-1) will not be allowed to discharge graywater.

70.09.030 Definitions

Clothes Washer System A graywater system utilizing only a single domestic clothes washing machine in a one- or two-family dwelling shall be considered a Clothes Washer System.

Complex System Graywater systems that discharge over 250 gallons (947 L) per day are considered complex systems.

Disposal Areas An intended destination for graywater including but not limited to a mulch basin, drip irrigation field, disposal leach field, or other method of disposal approved by the Enforcement Agency.

Disposal Leach Field A trench system designed only for disposal of graywater.

Enforcement Agency Yuba County Environmental Health (YCEH)

Graywater Pursuant to Health and Safety Code Section 17922.12, "graywater" means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes but is not limited to wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

Graywater System A system designed to collect graywater and transport it out of the structure for distribution in an Irrigation or Disposal Field. A graywater system may include tanks, valves, filters, pumps or other appurtenances along with piping and receiving landscape.

Drip Irrigation Field An intended destination for graywater disposal that utilizes drip tubing and/or emitters that are dedicated to landscape irrigation (i.e. shrubs, trees, flower beds, etc.)

Mulch Organic waste material including but not limited to leaves, pruning material, straw, pulled weeds and wood chips. Mulch shall be permeable enough to allow rapid infiltration of graywater.

Mulch Basin A type of irrigation or disposal field filled with mulch or other approved permeable material of sufficient depth, length and width to prevent ponding or runoff. A mulch basin may include a basin around a tree, a trough along a row of plants or other shapes necessary for irrigation or disposal.

Receiving Landscape Includes features such as soil, basins, swales, mulch, and plants.

Simple System A graywater system serving a one- or two-family dwelling with a discharge of 250 gallons (947 L) per day or less are considered simple systems and exceed a clothes washer system.

Treated Graywater Non-potable water collected and treated on-site suitable for direct beneficial use.

ARTICLE II

OUTDOOR USE OF GRAYWATER

7.09.040 Graywater Systems – General

- (A) Except as otherwise provided for in this chapter, the provisions of this code shall be applicable to gray water system installation. The provisions of this part shall apply to the construction, alteration, discharge, use, and repair of graywater systems. The graywater system shall not be connected to any potable water system without an air gap or other physical device which prevents backflow and shall not cause the ponding or runoff of graywater.
- (B) Installation of a gray water system shall not be considered to decrease the capacity of any private sewage disposal system, including any required future replacement areas.
- (C) The type of system shall be determined by the location, discharge capacity, soil type, and ground water level. The system shall be designed to handle graywater discharged from the building and may include tank(s) and other appurtenances necessary to ensure proper function of the system.

Note: It is not the intent of this section to require that all graywater must be handled by an irrigation field or disposal field. It is acceptable for excess graywater to be diverted to the building sewer through the overflow required pursuant to Section 7.09.130 (E).

- (D) No graywater system or part thereof shall be located on any lot other than the lot that is the site of the building or structure that discharges the graywater, nor shall any graywater system or part thereof be located at any point having less than the minimum setback distances indicated in Table 7.09-1.
- (E) Fill soil shall not be used to meet the requirements for disposal of graywater.
- (F) A standard septic system or pressure dosed septic system that does not have an outlet filter on the septic tank will be required to add one when a gray water system is used. This is to protect the septic system from the high solids waste that may be generated by removing gray water from the septic system influent.
- (G) No construction permit for any graywater system shall be issued until a plot plan with appropriate data (as outlined in section 7.09.070) that is satisfactory to the Enforcement Agency (YCEH) has been submitted and approved. When there is insufficient lot area or when soil conditions are not appropriate to prevent the ponding or runoff of the graywater, as determined by the Enforcement Agency (YCEH), no graywater system shall be allowed.
- Exception:** A construction permit shall not be required for a clothes washer system which does not require cutting into or adding to the existing plumbing system provided that it is in compliance with Section 7.09.061.
- (H) All graywater systems shall be designed to allow the user to direct the flow to either the irrigation/disposal field or to the building sewer. The means of changing the direction of the graywater shall be clearly labeled and readily accessible to the user.
- (I) Water used to wash diapers or similarly soiled or infectious garments or other prohibited contents such as hazardous chemicals derived from activities including the cleaning of car parts, washing greasy or oily rags, or disposing of waste solutions from home photo labs or similar hobbyist or home occupational activities, shall be diverted by the user to the building sewer.
- (J) Graywater shall not be used in spray irrigation, allowed to pond or runoff and shall not be discharged directly into or reach any storm water system or any surface body of water.
- (K) Human contact with graywater or the soil irrigated by graywater shall be minimized and avoided, except as required to maintain the graywater system. The discharge point of any graywater irrigation or disposal field shall be covered by at least (2) inches (51 mm) of mulch, rock, or soil, or a solid shield to minimize the possibility of human contact.
- (L) Graywater shall not be used to irrigate root crops or edible parts of food crops that touch the soil.

(M) Common times you are required to divert your Graywater system to the building sewer:

- a) During the rainy season.
- b) When washing dirty diapers.
- c) When washing anything with chemicals, such as oily rags.
- d) Anytime you notice that the water isn't draining well and pooling or runoff may occur in the disposal/use area.
- e) If you think your plants are receiving too much water.
- f.) Anytime you use products that are harmful to plants (i.e. bleach , harsh cleaners, etc)

7.09.050 Permit

A written construction permit shall be obtained from the Enforcement Agency (YCEH) prior to the erection, construction, reconstruction, installation, relocation or alteration of any graywater system that requires a permit as outlined in the following chart:

Construction Permit Requirements

Type of System	Permit Requirements
Clothes Washer System (outdoor)	No construction permit required if conditions in Section 7.09.061 are met. Notification and plans are required to be submitted to Environmental Health.
Simple System (outdoor)	Permit and plans required may also require a separate building permit.
Complex System (outdoor)	Permit and plans required may also require a separate building permit.
Treated Graywater (indoor or outdoor))	Permit and plans required may also require a separate building permit.

7.09.060 System Requirements

7.09.061 Clothes Washer System

A clothes washer system in compliance with all of the following is exempt from the construction permit specified in Section 7.09.050 and may be installed or altered without a construction permit:

- (A) Notification has been provided to the Enforcement Agency (YCEH) and to any Water Agency that may supply the parcel with domestic potable water. This notification must have plans showing the proposed location and installation of the graywater irrigation or disposal system as well as a completed notification form and the appropriate review fee.

- (B) The design shall allow the user to direct the flow to the irrigation/ disposal field or to the building sewer. The directional control of the graywater system shall be clearly labeled and readily accessible to the user.
- (C) The installation, change, alteration or repair of the system does not include a potable water connection or a pump and does not affect other building, plumbing, electrical or mechanical components including structural features, egress, fire-life safety, sanitation, potable water supply piping or accessibility.

Note: The pump in a clothes washer shall not be considered part of the graywater system.

- (D) The graywater shall be contained on the parcel/site where it is generated.
- (E) Graywater shall be directed to and contained within an irrigation or disposal field.
- (F) Ponding or runoff is prohibited and shall be considered a potential health hazard and a nuisance.
- (G) Graywater may be released above the ground surface provided at least two (2) inches (51 mm) of mulch, rock, or soil, or a solid shield covers the release point. Other methods which provide equivalent separation are also acceptable.
- (H) Graywater systems shall be designed to minimize contact with humans and domestic pets. (Shallow and above ground systems must be fenced from all animal intrusion)
- (I) Water used to wash diapers or similarly soiled or infectious garments shall not be used and shall be diverted to the building sewer.
- (J) Graywater shall not contain hazardous chemicals derived from activities such as cleaning car parts, washing greasy or oily rags, or disposing of waste solutions from home photo labs or similar hobbyist or home occupational activities.
- (K) Exemption from the construction permit requirements of this code shall not be deemed to grant authorization for any graywater system to be installed in a manner that will violate other provisions of this code or any other laws or ordinances of Yuba County or the State of California.
- (L) An operation and maintenance manual for the system shall be provided for the system. Directions shall indicate the manual is to remain with the building throughout the life of the system and indicate that upon change of ownership or occupancy, the new owner or tenant shall be notified that the structure contains a graywater system.

7.09.062 Simple System

Simple systems discharge more than just graywater from a clothes washer and shall comply with the following:

- (A) The discharge capacity of a graywater system shall be determined by Section 7.09.100. Simple systems have a discharge capacity of 250 gallons (947 L) or less per day.
- (B) Simple systems shall require a construction permit from the Enforcement Agency. The Enforcement Agency (YCEH) shall consult with any public water system (as defined in Health and Safety Code, Section 116275) providing drinking water to the dwelling before issuing a construction permit.
- (C) The design of simple systems shall be acceptable to the Enforcing Agency and shall meet generally accepted graywater system design criteria.
- (D) Any system requiring modification to the plumbing system, electrical system or other building related appurtenances shall also require the appropriate building permits.

7.09.063 Complex System

Any graywater system that is not a clothes washer system or simple system shall comply with the following:

- (A) The discharge capacity of a graywater system shall be determined by Section 7.09.100. Complex systems have a discharge capacity over 250 gallons (947 L) per day.
- (B) Complex systems shall require a construction permit from the Enforcement Agency (YCEH). The Enforcement Agency (YCEH) shall consult with any public water system (as defined in Health and Safety Code, Section 116275) providing drinking water to the dwelling before issuing a construction permit.
- (C) A complex system shall be designed by a person who can demonstrate competence to the satisfaction of the Enforcing Agency (YCEH).
- (D) Any system requiring modification to the plumbing system, electrical system or other building related appurtenances shall also require the appropriate building permits.

7.09.070 Drawings and Specifications

Graywater systems for which a construction permit is required must submit plans and details of the proposed graywater system necessary to ensure compliance with the

requirements of this chapter. The Enforcement Agency (YCEH) may require any or all of the following information to be included with or in the plot plan before a permit is issued for a graywater system:

- (A) A plot plan to scale completely dimensioned, showing lot lines and structures, direction and approximate slope of surface, location of all present or proposed retaining walls, drainage channels, water supply lines, wells, paved areas and structures on the plot, number of bedrooms and plumbing fixtures in each structure, location of private sewage disposal system and 100 percent expansion area or building sewer connecting to public sewer, and location of the proposed graywater system.
- (B) Details of construction necessary to ensure compliance with the requirements of this Ordinance together with a full description of the complete installation, including installation methods, construction and materials as required by the Enforcement Agency (YCEH).
- (C) A log of soil formations and ground water level determined by test holes dug in close proximity to any proposed irrigation area, together with a statement of water absorption characteristics of the soil at the proposed site. In lieu of perk tests the Enforcement Agency may allow the use of table 7.09-2, an infiltration rate designated by the Enforcement Agency, or an infiltration rate determined by a test approved by the Enforcement Agency (YCEH).

Exception: The Enforcement Agency (YCEH) may waive the requirement for identification of groundwater level and/or soil absorption qualities based on knowledge of local conditions.

7.09.080 Groundwater Depth

Verification of ground water levels which exceed three (3) vertical feet (915 mm) from the deepest irrigation or disposal point of the proposed graywater system shall not be required.

Note: The absence of groundwater or signs of groundwater in a test hole three (3) vertical feet (915 mm) below the deepest irrigation or disposal point shall be sufficient to satisfy this section unless seasonal high groundwater levels have been documented to rise to within this area.

7.09.090 Inspection and Testing

(A) Inspection

A graywater system for which a construction permit is required shall be subject to inspection by the Enforcement Agency (YCEH) and such construction or work shall remain accessible and exposed for inspection purposes until approved. At

the time of final inspection, an operation and maintenance manual shall be provided to the owner and/or tenant. Directions shall indicate the manual is to remain with the building throughout the life of the system and upon change of ownership or occupancy, the new owner or tenant shall be notified the structure contains a graywater system.

(B) Testing

- a) Tanks shall be filled with water to the overflow line prior to and during inspection. Seams and joints shall be left exposed, and the tank shall remain watertight.
- b) A flow test shall be performed through the system to the point of graywater irrigation or disposal. Lines and components shall be watertight.

7.09.100 Procedure for Estimating Graywater Discharge

(A) Single Family Dwellings and Multi-Family Dwellings.

The graywater discharge for single family and multi-family dwellings shall be calculated by estimates of graywater use based on water use records, calculations of local daily per person interior water use, or the following procedure:

- a) The number of occupants of each dwelling unit shall be calculated as follows:
 - First Bedroom2 occupants
 - Each additional bedroom1 occupant
- b) The estimated graywater flows of each occupant shall be calculated as follows:
 - Showers, bathtubs.....25 GPD (95 LPD)/occupant and wash basins.
 - Laundry.....15 GPD (57 LPD)/occupant

The total number of dwellings shall be multiplied by the applicable estimated graywater discharge as provided above and the type of fixtures connected to the graywater system.

(B) Daily Discharge – Graywater systems using tanks shall be designed to minimize the amount of time graywater is held in the tank and shall be sized to distribute the total amount of estimated graywater on a daily basis.

Exception: Treated graywater systems when approved by the Enforcement Agency (YCEH).

7.09.110 Required Area of Irrigation or Disposal Fields

Irrigation or disposal fields may have one or more valved zones. Each zone must be of adequate size to receive the graywater anticipated in that zone.

No irrigation or disposal field shall extend within three (3) vertical feet (915 mm) of the highest known seasonal groundwater, or to a depth where graywater contaminates the groundwater, ocean water or surface water. The applicant shall supply evidence of groundwater depth to the satisfaction of the Enforcement Agency (YCEH).

Note: The absence of groundwater in a test hole three (3) vertical feet (915 mm) below the deepest irrigation or disposal point shall be sufficient to satisfy this section unless seasonal high groundwater levels have been documented to rise to within this area.

7.09.120 Determination of Maximum Absorption Capacity

(A) Wherever practicable, irrigation or disposal field size shall be computed from Table 7.09-2.

(B) In order to determine the absorption quantities of questionable soils other than those listed in Table 7.09-2, the proposed site may be subjected to percolation tests acceptable to the Enforcement Agency (YCEH).

Exception: Irrigation fields in compliance with Section 7.09.170, which only utilize drip type emitters.

(C) When a percolation test is required; no graywater system shall be permitted if the test shows the absorption capacity of the soil is unable to accommodate the intended discharge of the proposed graywater system.

Exception: The Enforcement Agency (YCEH) may waive the requirement for percolation tests based on knowledge of local conditions or may accept other testing methods.

7.09.130 Tank Construction

(A) When system design includes a tank, specifications for the tank shall be submitted to the Enforcement Agency (YCEH) for approval. Such plans shall show all dimensions and other pertinent data.

(B) Tanks shall be constructed of solid, durable materials not subject to excessive corrosion or decay and shall be water-tight.

- (C) Each tank shall be vented as required by Chapter 9 of the California Plumbing code, shall be sealed against vermin and mosquitoes, and have an access opening to allow for inspection and cleaning.
- (D) Each tank shall have its rated capacity permanently marked on the unit. In addition, a sign stating "GRAYWATER IRRIGATION SYSTEM, CAUTION — UNSAFE WATER -- DO NOT DRINK" shall be permanently marked on the holding tank.
- (E) Each tank shall have an overflow drain. The overflow drain shall have a permanent connection to the building drain or building sewer, upstream of septic tanks, if any. The overflow drain shall not be equipped with a shutoff valve.
- (F) The overflow drain shall not be less in size than the inlet pipe. The vent size shall be determined based on the total graywater fixture units as outlined in Table 7-5 of the California Plumbing Code. Unions or equally effective fittings shall be provided for all piping connected to the holding tank.
- (G) Each tank shall be structurally designed to withstand all anticipated earth or other loads. Tank covers shall be capable of supporting an earth load of not less than three hundred (300) pounds per square foot (1,464.7 kg/m²) when the tank is used for underground installation.
- (H) The overflow system must be designed so that the tank overflow will gravity drain to the existing sewer line or septic tank. The tank shall be protected against sewer line backflow by a backwater valve.
- (I) An overflow drain and backwater valve is not required on a clothes washer system.

7.09.140 Graywater Systems

Graywater systems shall comply with Sections 7.09.141 through 7.09.143.

7.09.141 Pipe Materials

Graywater pipe, valves and fittings shall conform to the requirements of Sections 604.0, 605.0 and 606.0 of the California Plumbing Code.

7.09.142 Identification

Graywater distribution piping upstream of any connection to an irrigation or disposal field or a distribution valve shall be identified with the words "CAUTION: NONPOTABLE WATER -- DO NOT DRINK." Marking shall be at intervals not to exceed five (5) feet (1,524 mm).

7.09.143 Valves

All valves shall be accessible and appropriately marked. A backwater valve installed pursuant to this code shall be provided on all tank drain connections to the sanitary drain or sewer piping.

7.09.150 Disposal Areas

Irrigation fields, disposal fields and mulch basins used in graywater systems shall comply with this section. Graywater systems may contain either an irrigation field or a disposal field or a combination of both. This section is not intended to prevent the use of other methods of graywater irrigation or disposal approved by the Enforcement Agency (YCEH).

7.09.151 Mulch Basin

A mulch basin may be used as an irrigation or disposal field. Mulch basins shall be sized in accordance with Table 7.09.2 and be of sufficient depth, length and width to prevent ponding or runoff during the graywater surge of a clothes washer, bathtub or shower. Mulch must be replenished as required due to decomposition of organic matter. Mulch basins will require periodic maintenance, reshaping or removal of dirt to maintain surge capacity and to accommodate plant growth and prevent ponding or runoff.

7.09.152 Drip Irrigation Field

The provisions of this section are not intended to prevent the use of any appropriate material, appliance, installation, device, design or method of construction. If an alternate design is not available, the following provisions may be used as guidance in the design of a graywater irrigation field:

- (A) Filters used in graywater irrigation systems shall be as specified by the manufacturer's installation instructions for the design flow rate and intended use. The filter backwash and flush discharge shall be contained and disposed of into the building sewer system, septic tank or, with approval of the Enforcement Agency (YCEH), a separate mini-leachfield sized to accept all the backwash and flush discharge water per table 7.09-2. Filter backwash water and flush water shall not be used for any purpose. Sanitary procedures shall be followed when handling filter backwash and flush discharge or graywater.
- (B) Emitters shall be designed to resist root intrusion and shall be of a design recommended by the manufacturer for the intended graywater flow and use. For emitter ratings, refer to Irrigation Equipment Performance Report, Drip Emitters and Micro-Sprinklers, Center for Irrigation Technology, California State University, 5730 N. Chestnut Avenue, Fresno, California 93740-0018.

- (C) Each irrigation zone shall be designed to include no less than the number of emitters specified in Table 7.09-3, or through a procedure designated by the Enforcement Agency (YCEH). Minimum spacing between emitters is in any direction and shall be sufficient to prevent surfacing or runoff.
- (D) The system design shall provide user controls, such as valves, switches, timers and other controllers, as appropriate, to rotate the distribution of graywater between irrigation zones.
- (E) All drip irrigation supply lines shall be polyethylene tubing or PVC Class 200 pipe or better and Schedule 40 fittings. All joints shall be properly solvent-cemented, inspected and pressure tested at 40 psi (276 kPa), and shown to be drip tight for five minutes, before burial. All supply piping shall be covered to a minimum depth of two (2) inches (51 mm) of mulch or soil. Drip feeder lines can be poly or flexible PVC tubing and shall be covered to a minimum depth of two (2) inches (51 mm) of mulch or soil.
- (F) Where pressure at the discharge side of the pump exceeds 20 psi (138 kPa), a pressure-reducing valve able to maintain downstream pressure no greater than 20 psi (138 kPa) shall be installed downstream from the pump and before any emission device.
- (G) Each irrigation zone shall include a flush valve/anti-siphon valve to prevent back siphonage of water and soil.

7.09.153 Disposal Leach Field

The provisions of this section are not intended to prevent the use of any appropriate material, appliance, installation, device, design or method of construction. If an alternate design is not available the following provisions may be used as guidance in the design of a graywater disposal field:

- (A) Disposal systems shall be not less than three (3) inches (80 mm) in cross sectional dimension and shall be constructed of perforated high-density polyethylene pipe, perforated ABS pipe, perforated PVC pipe, leaching chambers or other approved materials, provided that sufficient openings are available for distribution of the graywater into the trench area. Material, construction, and perforation shall be in compliance with the appropriate absorption field's drainage standards and shall be approved by the Enforcement Agency (YCEH).
- (B) Filter material, clean stone, gravel, slag, or similar filter material acceptable to the Enforcement Agency (YCEH), varying in size from three-quarter (3/4) inch (19.1 mm) to two and one-half (2-1/2) inches (64 mm) shall be placed in the trench to the depth and grade required by this section. The perforated section

shall be laid on the filter material in an approved manner. The perforated section shall then be covered with filter material to the minimum depth required by this section. The Enforcement Agency shall then be called for inspection. After inspection and acceptance filter material shall then be covered with untreated building paper, straw, or similar porous material to prevent closure of voids with earth backfill and then the final earth backfill shall be placed over the filter material cover.

Exception Manufactured leaching chambers shall be installed in compliance with the manufacturer's installation instructions.

- (C)** Disposal fields shall be constructed as follows:
(See chart below)

Specification	Minimum	Maximum
Number of drain lines per valved zone ¹	1	—
Length of each perforated line ¹	—	100 ft. (30,840 mm)
Bottom width of trench ¹	12 in. (305 mm)	24 in. (610 mm)
Spacing of lines, center to center ¹	4 ft. (1219 mm)	—
Depth of earth cover of lines	2 in. (51 mm)	—
Depth of filter material cover of lines	2 in. (51 mm)	—
Depth of filter material beneath lines ¹	3 in. (76 mm)	—
Grade of perforated lines	level	3 in./100 ft. (2 mm/m)

¹ Manufactured leaching chambers shall be installed in compliance with the manufacturer's installation instructions.

- (D)** When necessary on sloping ground to prevent excessive line slopes, disposal lines shall be stepped or installed on the contour lines of the slope. The lines between the horizontal leaching sections shall be made with approved water-tight joints and installed on natural or unfilled ground.

7.09.160 Special Provisions

- (A)** Other collection and distribution systems shall be permitted by the local Enforcement Agency (YCEH), as allowed by Section 108.7 of the current version of the California Plumbing Code.
- (B)** Nothing contained in this chapter shall be construed to prevent a city, county, or city and county or other local government from, after a public hearing and enactment of an ordinance or resolution, further restricting or prohibiting the use of graywater systems. For additional information, see Health and Safety Code Section 18941.7.

- (C) Graywater stub-out plumbing may be allowed for future connection prior to the installation of irrigation lines and landscaping. Stub-out shall be permanently marked "GRAYWATER STUB-OUT, CAUTION --- UNSAFE WATER-DO NOT DRINK".

Table 7.09-1 Location setbacks for Graywater Systems

Min. Horizontal Distance	Tank	Irrigation Field	Disposal Field
Required From:	Feet/mm	Feet/mm	Feet/mm
Building structures ¹	5 (1,524 mm) ²	2 (610 mm)	5 (1,524 mm)
Property line adjoining private Property	5 (1,524 mm)	1.5 (458 mm)	5 (1,524 mm)
Private Water supply wells ³	50 (15,240 mm)	100 (30,480 mm)	100 (30,480 mm)
Public water supply wells	100 (30,480 mm)	150 (30,480 mm)	150 (45,720 mm)
Streams and lakes ³	50 (15,240 mm)	100 (30,480 mm) ^{4,5}	100 (30,480mm) ⁴
Swales and Drainages	25(7,620mm)	50(15,240mm)	50(15,240mm)
Sewage pits or cesspools	5 (1,524 mm)	5 (1,524 mm)	5 (1,524 mm)
Sewage disposal field	5 (1,524 mm)	4 (1,219 mm) ⁶	4 (1,219 mm) ⁶
Septic tank	0 (0)	5 (1,524 mm)	5 (1,524 mm)
Onsite domestic water service Line	5 (1,524 mm)	0 (0)	0 (0)
Pressurized public water main	10 (3,048 mm)	10 (3,048 mm) ⁷	10 (3,048 mm) ⁷

¹ Building structures does not include porches and steps, whether covered or uncovered, breezeways, roofed porte cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances.

² Underground tanks shall not be located within a 45 degree angle from the bottom of the foundation, or they shall be designed to address the surcharge imposed by the structure. The distance may be reduced to six (6) inches (153 mm) for aboveground tanks when first approved by the Enforcement Agency (YCEH).

³ Where special hazards are involved, the distance required shall be increased as directed by the Enforcement Agency (YCEH).

⁴ These minimum clear horizontal distances shall also apply between the irrigation or disposal field and the ocean mean higher high tide line.

⁵ The minimum horizontal distance may be reduced to 50 feet (15,240 mm) for irrigation fields utilizing graywater which has been filtered prior to entering the distribution piping.

⁶ Plus two (2) feet (610 mm) for each additional foot of depth in excess of one (1) foot (305 mm) below the bottom of the gray water drain line.

⁷ For parallel construction or crossings, approval by the Enforcement Agency (YCEH) shall be required.

Table 7.09-2 Design Criteria of Six Typical Soils

Type of Soil	Square Feet	Gallons	Square Meters	Liters	MPI
	Minimum square feet of irrigation/leaching area per 100 gallons of estimated graywater discharge per day	Maximum absorption capacity in gallons per square foot of irrigation/leaching area for a 24-hour period	Minimum square meters of irrigation/leaching area per liter of estimated graywater discharge per day	Maximum absorption capacity in liters per square meter of irrigation/leaching area for a 24-hour period	Approximate perk rate
Coarse sand or Gravel	20	5.0	0.005	203.7	5
Fine sand	25	4.0	0.006	162.9	12
Sandy loam	40	2.5	0.010	101.8	18
Sandy clay	60	1.7	0.015	69.2	24
Clay with considerable sand or gravel	90	1.1	0.022	44.8	48
Clay with small amounts of sand or gravel	120	0.8	0.030	32.6	60

Table 7.09-3 Subsurface Drip Design Criteria of Six Typical Soils

Type of Soil	Maximum emitter discharge (gal/day)	Minimum number of emitters per gpd of graywater production
1.Sand	1.8	0.6
2.Sandy loam	1.4	0.7
3.Loam	1.2	0.9
4.Clay loam	0.9	1.1
5.Silty clay	0.6	1.6
6.Clay	0.5	2.0

Use the daily graywater flow calculated in Section 7.09.100 to determine the number of emitters per line.

ARTICLE III **INDOOR USE**

7.09.170 Indoor Use of Treated Graywater

Graywater shall not be allowed for indoor use, such as flushing toilets and urinals, unless treated by an approved onsite water treatment system approved by the Enforcement Agency (YCEH). For the purposes of this section, graywater treated by an approved on-site water treatment system shall be considered "Treated Graywater". Treated graywater and treated graywater systems shall comply with the provisions of the current adopted version of the California Plumbing Code, Chapter 16A Non-potable Water Reuse Systems Part II (DWR) sections 1613A.0 to 1621A.0, and all of the following:

- (A) The treated graywater shall have a separate tank sized to minimize the length of time it is retained.
- (B) A maintenance and operation manual for the treatment system shall be kept at the location of the system.
- (C) Treated graywater intended for use indoors shall meet the California Department of Public Health statewide uniform criteria for disinfected tertiary recycled water as provided in California Code of Regulations, Title 22 Section 60301.230.
- (D) Approval and Permits from the Enforcement Agency (YCEH) and the building department.

NOTE: Authority Cited: Health and Safety Code Sections 17040, 17921, 17922 and 19990.
Reference: Health and Safety Code Sections 17922.12 and 18941.7.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
 915 8th Street, Suite 123
 Marysville, California 95901
www.co.yuba.ca.us



BUILDING
 749-5440 • Fax 749-5616

CODE ENFORCEMENT
 749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
 749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
 749-5460 • Fax 749-5464

PLANNING
 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
 749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
 749-5430 • Fax 749-5434

DATE: August 26, 2014

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
 Jeremy Strang, Division Manager

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 1321 Country Club Road, Arboga, CA and to Authorize Recording an Abatement Lien.

RECOMMENDATION: Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

BACKGROUND: On November 7, 2012, property owners Robert W. & Vivian S. Morton together with Bank of America N.A ("B of A") were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of a vacant and abandoned, substandard dwelling and accessory structures; overgrown weeds and vegetation; broken fencing; inadequate, dilapidated pool covering creating hazardous conditions for children; the storage of junk, trash and debris; and the maintenance of an environment for the propagation and harborage of vector and vermin.

Neither Robert W. & Vivian S. Morton nor B of A requested a hearing to show cause why the use of their property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they correct or remove the violations as ordered. On May 28, 2013, B of A gave notice that they were no longer the servicer of the loan and that any correspondence should be directed to Ocwen Loan Servicing. On July 24, 2013, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected and/or removed. On July 30, 2013, the property owner along with Ocwen Loan Servicing were served with a final Demand for Payment of administrative and abatement costs and penalties associated with the abatement of the public nuisance. The demand for payment sent to Robert W. & Vivian S. Morton and Ocwen Loan Servicing remains unpaid, the total due now being \$23,722.58. Please refer to Attachment A for the Cost Accounting.

Robert W. & Vivian S. Morton along with Ocwen Loan Servicing have been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

DISCUSSION: This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

COMMITTEE ACTION: None required.

FISCAL IMPACT: Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

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**HEARING TO ASSESS PROPERTY AND RECORD
NOTICE OF ABATEMENT LIEN
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

COUNTY OF YUBA,	)	CASE NO.	CE10-0219
)		
)		
Plaintiff,	)	RE:	1321 Country Club Road
	)		Argoba, CA
vs.)		
	)	APN:	014-391-003
Robert W. Morton)		
Vivian S. Morton	)	FINDINGS OF FACT	
Ocwen Loan Servicing	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 014-391-003 is located at 1321 Country Club Road, Arboga, CA 95961, and is owned by Robert W. & Vivian S. Morton.
2. On November 7, 2012, property owners Robert W. & Vivian S. Morton together with Bank of America N.A ("B of A") were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of a vacant and abandoned, substandard dwelling and accessory structures; overgrown weeds and vegetation; broken fencing; inadequate, dilapidated pool covering creating hazardous conditions for children; the storage of junk, trash and debris; and the maintenance of an environment for the propagation and harborage of vector and vermin.
3. Neither Robert W. & Vivian S. Morton nor B of A requested a hearing to show cause why the use of their property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they abate the violations as ordered.
4. On July 24, 2013, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected and/or removed.

5. On May 28, 2013, B of A gave notice that they were no longer the servicer of the loan and that any correspondence should be directed to Ocwen Loan Servicing. On July 30, 2013, Robert W. & Vivian S. Morton along with Ocwen Loan Servicing were served with a final Demand for Payment of administrative and abatement costs and penalties associated with the abatement of the public nuisance.
6. The property owners Robert W. & Vivian S. Morton along with Ocwen Loan Servicing have been served with written notice of this hearing.
7. A Hearing was held on August 26, 2014 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.
 - (a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.
 - (b) The owners, Robert W. & Vivian S. Morton and/or Ocwen Loan Servicing were () were not () present.
8. The administrative and abatement costs and penalties incurred total: \$23,722.58.

CONCLUSIONS OF LAW

1. Robert W & Vivian S. Morton and Ocwen Loan Servicing were properly notified to appear before the Board of Supervisors on August 26, 2014 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 1321 Country Club Road, Arboga, CA, APN 014-391-003, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 014-391-003 were properly incurred in the amount of \$23,722.58 and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$23,722.58 shall be an assessment against the property located at 1321 Country Club Road, Arboga, CA, APN 014-391-003.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 26th day of August 2014, by the following vote:

AYES:

NOES:

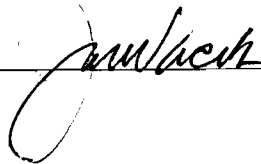
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: August 26, 2014

Case #: CE10-0219

APN: 014-391-003

Owner: Robert W & Vivian S Morton; Ocwen Loan Servicing
Situs: 1321 Country Club Road, Arboga CA 95961

Date	Reason for Charge	Hours	Total
3/21/2013	Phone Call with Bank Representative (Altisource)	.50	52.50
3/28/2013	Phone Call with Bank Representative (Altisource)	.50	52.50
3/28/2013	Reinspection	1.00	105.00
4/3/2013	Email from Bank Representative (Altisource)	.25	26.25
4/5/2013	Phone Call with Property Preservation Company (NDB Company)	.50	52.50
6/4/2013	Reinspection	1.00	105.00
6/4/2013	Confernece with Code Enforcement Supervisor	.25	26.25
6/4/2013	Phone Call with Bank Representative (Altisource)	.50	52.50
7/24/2013	Phone Call to PG&E; Service Disconnect Request	.50	69.00
7/24/2013	Reinspection	1.00	138.00
7/30/2013	Prepared Demand for Payment & Cover Letter	.50	69.00
	Total Staff Hours Billed	6.50	\$ 748.50
12/7/2012	Unpaid Billing Statement #		2,047.50
5/19/2013	Administrative Penalties; \$88.00 Per Day @ 178 Days (November 7, 2012 to May 19, 2013)		15,664.00
7/24/2013	Administrative Penalties; \$88.00 Per Day @ 36 Days (June 19, 2013 to July 24, 2013)		3,168.00
8/26/2014	Cost Accounting Hearing, Before Board of Supervisors		1,470.00
8/26/2014	Release of Abatement Lien		147.00
8/26/2014	Notice of Compliance		147.00
8/26/2014	CDSA Processing Fee, Two Document		147.00
8/26/2014	Recordation Fee, Two Documents		24.00
8/26/2014	CDSA Support Fee (6%)		159.57
		Total	23,722.58



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

Robert W. Morton
Vivian S. Morton
4482 North Beale Road
Marysville CA 95901

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on August 26, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 1321 Country Club Road, Arologa CA, APN 014-391-003, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: August 11, 2014

Certified Mail # 7013 1090 0000 2901 2292

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: _____

Jeremy Strang

Attachment B



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

Ocwen Loan Servicing
Attn: Customer Service Dept.
P O Box 785057
Orlando FL 32878-5057

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on August 26, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 1321 Country Club Road, Arologa CA, APN 014-391-003, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: August 11, 2014

Certified Mail # 7013 1090 0000 2901 2315

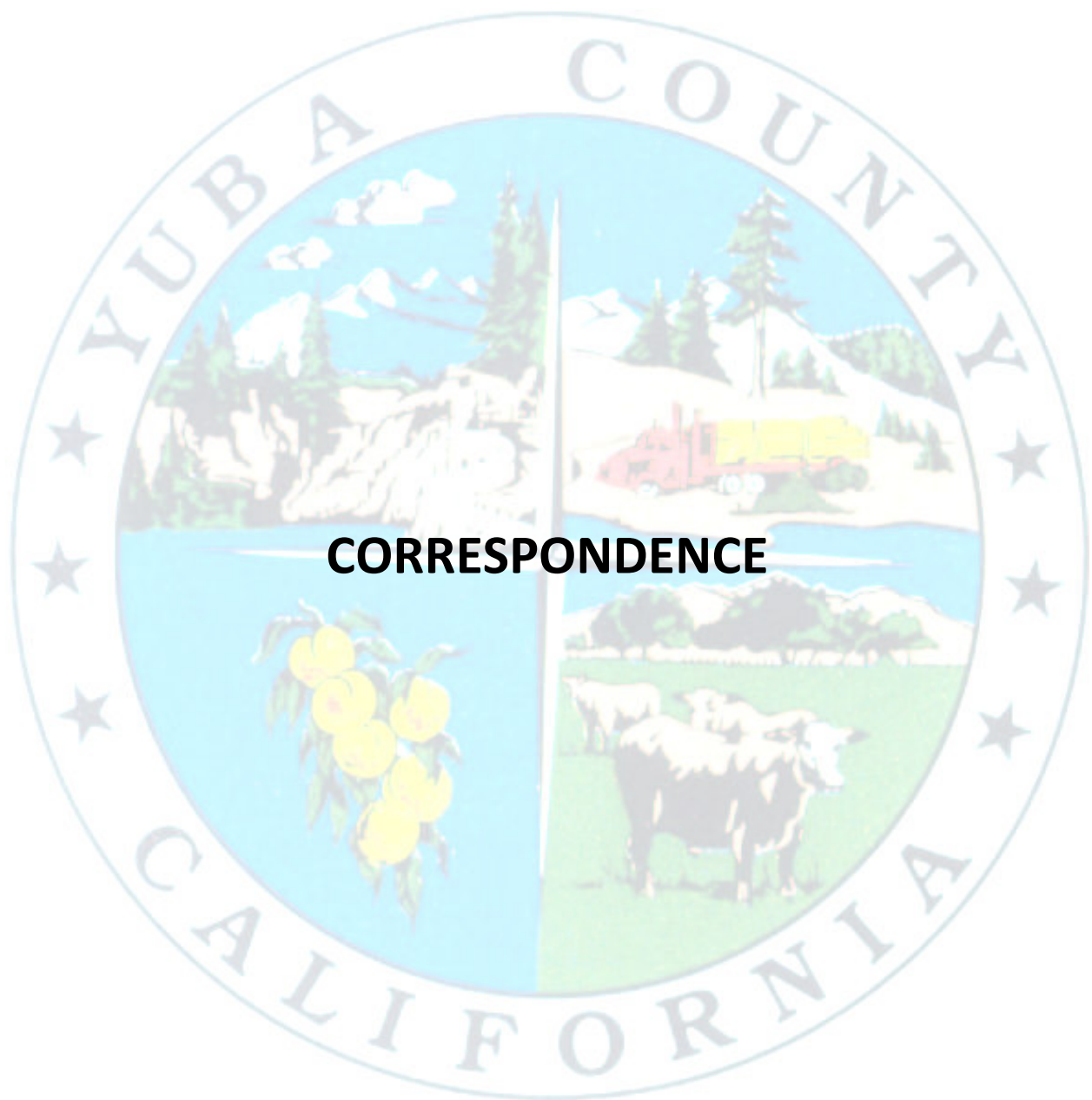
Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: _____

Jeremy Strang

Attachment B





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RECEIVED

AUG 7 2014



**Pacific Gas and
Electric Company**

Clerk/Board of Supervisors

Mark Stewart
Sr. Distribution Specialist
4636 Missouri Flat Rd.
Placerville, CA 95667
Tel: (530) 621-7243
Email: M9S5@pge.com

August 5, 2014

Via Electronic Filing (E-File)

Kimberly D. Bose, Secretary
 Federal Energy Regulatory Commission
 888 First Street, NE
 Washington, DC 20426

Subject: Narrows No. 2 Transmission Line Project
FERC Project No. 2678-006
Request for Finding of No Discharge or, in the Alternative, Extension of Time

Dear Secretary Bose:

Pacific Gas and Electric Company (PG&E or Licensee), as owner and operator of the Narrows No. 2 Transmission Line Project, FERC No. 2678, (Project) filed with the Federal Energy Regulatory Commission (FERC or the Commission) a Final Application (FLA) for a Subsequent License (License Application) on April 24, 2014. On June 9, 2014, FERC issued the "*Notice of Application Accepted for Filing, Soliciting Motions to Intervene and Protests, Ready for Environmental Analysis and Soliciting Comments, Recommendations, and Preliminary Term and Conditions*" (Notice) for the Narrows No. 2 Transmission Line (P-2678-006). Paragraph "q" of the Notice requires PG&E to file no later than 60 days following the date of issuance of the Notice, either a copy of the water quality certification, a copy of the Licensee's request for certification, or evidence of a waiver for water quality certification.

PG&E requests that the Commission find that PG&E need not obtain water quality certification under Section 401(a)(1) of the Clean Water for the Project or, in the alternative, grant PG&E a 180-day extension of time to satisfy Paragraph "q" of the Notice.

Section 401(a)(1) of the Clean Water Act (CWA) provides that:

Any applicant for a Federal license or permit to conduct any activity including, but not limited to, the construction or operation of facilities, which *may result in any discharge* into the navigable waters, shall provide the licensing or permitting agency a certification from the State in which the discharge originates or will originate . . . 33 U.S.C. §1341(a)(1) (emphasis added).

As described in PG&E's FLA, the Project does not affect consumptive water use in the region and will not result in any discharge of pollutants into waters of the United States. FERC's SDI did not

Ms. Kimberly D. Bose
Federal Energy Regulatory Commission
August 5, 2014
Page 2

identify any potential effects of the Project on waters of the United States, and PG&E believes the Project does not require certification under CWA Section 401. The Commission has previously found that transmission line only projects do not need water quality certification under the CWA. For example, the Commission did not require a water quality certification when issuing a Subsequent License for the Donnellys-Curtis Transmission Line Only Project (P-2118) or for the French Meadows Transmission Line Only Project (P-2479). In addition, on April 22, 2008, the Commission in a letter to PG&E (accession no. 20080422-3025) clarified that PG&E's Sly Creek and Woodleaf-Kanaka Junction transmission line projects (FERC Nos. 4851 and 2281) were not required to obtain water quality certification under CWA Section 401, stating that the requirements of paragraph "q" were "not applicable" to the subject transmission line projects.

In the alternative event that the Commission finds that PG&E needs to obtain water quality certification under Section 401(a)(1) of the CWA for these Projects, PG&E respectfully requests an additional 180 days to determine the appropriate process to obtain either a waiver or water quality certification and satisfy paragraph "q" of the Commission's Notice.

If you have any questions regarding this request for finding of no discharge, please contact me at (530) 621-7243.

Respectfully submitted,

PACIFIC GAS & ELECTRIC COMPANY

A handwritten signature in black ink that reads "Mark Stewart". The signature is written in a cursive, flowing style.

Mark Stewart
Senior Distribution Specialist

cc: FERC Service List for the Narrows No. 2 Transmission Line Project (FERC Project No. 2678-006) (via electronic mail to the Relicensing Participants with email addresses and via US Mail otherwise)

Certificate of Service

I hereby certify that I have this day served the foregoing document upon each person on the designated official service list compiled by the Secretary of the Federal Energy Regulatory Commission in this proceeding (Narrows No. 2 Transmission Line Project, FERC Project No. 2678-006)

Dated in Sacramento, California this 5th day of August, 2014

A handwritten signature in black ink, reading "Fred Holzmer". The signature is written in a cursive, flowing style.

Fred Holzmer, Environmental & Regulatory Manager
HDR Engineering, Inc.
Hydropower Services
2379 Gateway Oaks, Suite 200
Sacramento, CA 95833
(916) 679-8727



U.S. Department
of Transportation
**Federal Aviation
Administration**

Air Traffic Organization
Western Service Center

1601 Lind Avenue SW
Renton, WA 98057

B

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AUG 7 2014

Public Notice: FAA Northern California Optimization of Airspace and Procedures in the Metroplex (NorCal OAPM) Final Environmental Assessment (EA) Finding of No Significant Impact (FONSI) and Record of Decision (ROD) – Notice of Availability

Clerk/Board of Supervisors

The NorCal OAPM project will improve the efficiency of the national airspace system in the Northern California area by optimizing aircraft arrival and departure procedures at four Northern California airports: San Francisco International Airport, Oakland International Airport, Mineta San José International Airport, and Sacramento International Airport.

The Federal Aviation Administration (FAA) has prepared a Final Environmental Assessment (EA) to assess the potential environmental impacts of the NorCal OAPM project. This notice announces that based on the information and analysis contained in the Final EA and Responses to Comments to the March 25, 2014 Draft EA, the FAA has issued a Finding of No Significant Impact and Record of Decision (FONSI-ROD) for the project. The FONSI-ROD documents the FAA's determination that the project, as proposed, would not significantly affect the quality of the human environment and that an Environmental Impact Statement (EIS) is therefore not necessary. The FONSI-ROD documents the FAA's decision to proceed with the preferred alternative detailed in the EA. Implementation of the project is expected to begin third quarter 2014.

The FONSI-ROD and EA are available at:

http://www.oapmenvironmental.com/norcal_metroplex/norcal_introduction.html

For additional information, contact:

Ryan Weller
Environmental Specialist
Western Service Center - Operations Support Group
1601 Lind Ave., SW
Renton, WA 98057
e-mail address: 7-ANM-NorCalOAPM@faa.gov



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

600 BERCUT DRIVE • SACRAMENTO CA 95811 • 916.445.5073 • BSCC.CA.GOV

RECEIVED

AUG 13 2014



EDMUND G. BROWN, JR.
Governor

Clerk/Board of Supervisors

August 12, 2014

Mr. John Nicoletti, Chairperson
Yuba County Board of Supervisors
915 8th Street, Ste. 109
Marysville, CA 95901

Mr. Jim Arnold
Yuba County Chief Probation Officer
Courthouse, 215 Fifth Street
Marysville, CA 95901

Dear Chairperson Nicoletti and Chief Probation Officer Arnold:

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code section 1233.10 (Attachment I). Counties are eligible to receive funds if the Board of Supervisors, in collaboration with the county's Community Corrections Partnership, agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services. In developing the grant program, the Board of Supervisors, in collaboration with the Community Corrections Partnership must establish minimum requirements, funding criteria, grant award limits, and procedures for the county to award grants. Please note, each county must notify the Board of State and Community Corrections of their interest in participating in this grant program. Upon approval by the Board of Supervisors, please send a letter to the BSCC, to the attention of Megan Barber-Brancamp, that confirms your county's interest in receiving the funding, and include the Board of Supervisors meeting minutes authorizing this action by September 30, 2014.

Grants must be awarded by the Board of Supervisors to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities. Community recidivism and crime reduction services include, but are not limited to delinquency prevention, homelessness prevention, and reentry services.

Counties receiving funds are also required to collect and submit data to the Board of State and Community Corrections on grants awarded. Service providers that receive a grant are responsible for reporting to the county Board of Supervisors or the Community Corrections Partnerships on the number of individuals served and the types of services provided. The Board of Supervisors or the Community Corrections Partnerships must report any information received from grant recipients to the Board of State and Community Corrections on or before July 1, 2015 and each year until the final reporting date of July 1, 2018.

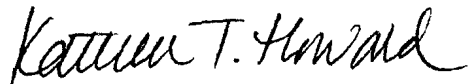
Each county's allocation is based on the population within the county as specified on Attachment II. In addition, pursuant to Penal Code section 1233.10, subdivision (e), the maximum amount

that can be awarded to a service provider is based on the population of the county, and is also specified on Attachment II. Each county may use up to five percent of its allocation for administrative costs.

This funding is available for expenditure for four years and any unspent funds revert to the state. Funds not encumbered with a service provider one year after allocation of grant funds to the county will immediately revert to the state.

If you have any questions, please contact Megan Barber-Brancamp via email at megan.barber-brancamp@BSCC.ca.gov or by phone at (916) 445-9435.

Sincerely,

A handwritten signature in black ink that reads "Kathleen T. Howard". The signature is written in a cursive, flowing style.

KATHLEEN T. HOWARD
Executive Director
Board of State and Community Corrections

cc: Mr. Matt Cate, Executive Director, California State Association of Counties
Ms. Elizabeth Howard Espinosa, Senior Legislative Representative, California State Association of Counties
Ms. Karen Pank, Executive Director, Chief Probation Officers of California
Mr. Nick Warner, Policy Director, California State Sheriffs' Association

Attachments



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

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Governor

Attachment I

California Penal Code Section 1233.10(a)

Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services. The funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014-15 according to the following schedule:

Alameda	\$ 250,000
Alpine	\$ 10,000
Amador	\$ 10,000
Butte	\$ 50,000
Calaveras	\$ 10,000
Colusa	\$ 10,000
Contra Costa	\$ 250,000
Del Norte	\$ 10,000
El Dorado	\$ 50,000
Fresno	\$ 250,000
Glenn	\$ 10,000
Humboldt	\$ 50,000
Imperial	\$ 50,000
Inyo	\$ 10,000
Kern	\$ 250,000
Kings	\$ 50,000
Lake	\$ 25,000
Lassen	\$ 10,000
Los Angeles	\$1,600,000
Madera	\$ 50,000
Marin	\$ 50,000
Mariposa	\$ 10,000
Mendocino	\$ 25,000
Merced	\$ 50,000
Modoc	\$ 10,000

Mono	\$ 10,000
Monterey	\$ 100,000
Napa	\$ 50,000
Nevada	\$ 25,000
Orange	\$ 500,000
Placer	\$ 50,000
Plumas	\$ 10,000
Riverside	\$ 500,000
Sacramento	\$ 250,000
San Benito	\$ 25,000
San Bernardino	\$ 500,000
San Diego	\$ 500,000
San Francisco	\$ 250,000
San Joaquin	\$ 250,000
San Luis Obispo	\$ 50,000
San Mateo	\$ 250,000
Santa Barbara	\$ 100,000
Santa Clara	\$ 500,000
Santa Cruz	\$ 50,000
Shasta	\$ 50,000
Sierra	\$ 10,000
Siskiyou	\$ 10,000
Solano	\$ 100,000
Sonoma	\$ 100,000
Stanislaus	\$ 100,000
Sutter	\$ 25,000
Tehama	\$ 25,000
Trinity	\$ 10,000
Tulare	\$ 100,000
Tuolumne	\$ 25,000
Ventura	\$ 250,000
Yolo	\$ 50,000
Yuba	\$ 25,000

(b) For purposes of this section, "community recidivism and crime reduction service provider" means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph (2), to the target population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in

crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

- (A) Self-help groups.
- (B) Individual or group assistance with basic life skills.
- (C) Mentoring programs.
- (D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.
- (E) Job training skills and employment.
- (F) Truancy prevention programs.
- (G) Literacy programs.
- (H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.
- (I) Individual or group assistance with referrals for any of the following:
 - (i) Mental and physical health assessments.
 - (ii) Counseling services.
 - (iii) Education and vocational programs.
 - (iv) Employment opportunities.
 - (v) Alcohol and drug treatment.
 - (vi) Health, wellness, fitness, and nutrition programs and services.
 - (vii) Personal finance and consumer skills programs and services.
 - (viii) Other personal growth and development programs to reduce recidivism.
 - (ix) Housing assistance.

(d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.

(e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following:

- (A) One hundred thousand dollars (\$100,000) in a county with a population of over 4,000,000 people.
- (B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.
- (C) Twenty five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.
- (D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.

(2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000).

(f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.

(g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent

with paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period. Any funds not encumbered with a community recidivism and crime reduction service provider one year after allocation of grant funds to counties shall immediately revert to the state General Fund.



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

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Governor

Attachment II County Allocations

County	Funding Allocation	Population*	Maximum Provider Allocation
Alameda	\$250,000.00	1,573,254	\$50,000.00
Alpine	\$10,000.00	1,079	\$10,000.00
Amador	\$10,000.00	36,151	\$10,000.00
Butte	\$50,000.00	222,361	\$10,000.00
Calaveras	\$10,000.00	44,650	\$10,000.00
Colusa	\$10,000.00	21,660	\$10,000.00
Contra Costa	\$250,000.00	1,087,008	\$50,000.00
Del Norte	\$10,000.00	28,131	\$10,000.00
El Dorado	\$50,000.00	182,404	\$10,000.00
Fresno	\$250,000.00	964,040	\$50,000.00
Glenn	\$1,000.00	28,353	\$10,000.00
Humboldt	\$50,000.00	134,648	\$10,000.00
Imperial	\$50,000.00	180,672	\$10,000.00
Inyo	\$10,000.00	18,590	\$10,000.00
Kern	\$250,000.00	873,092	\$50,000.00
Kings	\$50,000.00	150,181	\$10,000.00
Lake	\$25,000.00	64,699	\$10,000.00
Lassen	\$10,000.00	32,581	\$10,000.00
Los Angeles	\$1,600,000.00	10,041,797	\$100,000.00
Madera	\$50,000.00	153,897	\$10,000.00
Marin	\$50,000.00	255,846	\$10,000.00
Mariposa	\$10,000.00	18,467	\$10,000.00
Mendocino	\$25,000.00	89,029	\$10,000.00
Merced	\$50,000.00	264,922	\$10,000.00
Modoc	\$10,000.00	9,197	\$10,000.00
Mono	\$10,000.00	14,143	\$10,000.00
Monterey	\$100,000.00	425,756	\$25,000.00
Napa	\$50,000.00	139,255	\$10,000.00
Nevada	\$25,000.00	97,225	\$10,000.00
Orange	\$500,000.00	3,113,991	\$50,000.00
Placer	\$50,000.00	366,115	\$10,000.00
Plumas	\$10,000.00	19,140	\$10,000.00
Riverside	\$500,000.00	2,279,967	\$50,000.00
Sacramento	\$250,000.00	1,454,406	\$50,000.00
San Benito	\$25,000.00	57,517	\$10,000.00
San Bernardino	\$500,000.00	2,085,669	\$50,000.00

County	Funding Allocation	Population	Max. Provider Allocation
San Diego	\$500,000.00	3,194,362	\$50,000.00
San Francisco	\$250,000.00	836,620	\$50,000.00
San Joaquin	\$250,000.00	710,731	\$50,000.00
San Luis Obispo	\$50,000.00	272,357	\$10,000.00
San Mateo	\$250,000.00	745,193	\$50,000.00
Santa Barbara	\$100,000.00	433,398	\$25,000.00
Santa Clara	\$500,000.00	1,868,558	\$50,000.00
Santa Cruz	\$50,000.00	271,595	\$10,000.00
Shasta	\$50,000.00	179,412	\$10,000.00
Sierra	\$10,000.00	3,089	\$10,000.00
Siskiyou	\$10,000.00	45,231	\$10,000.00
Solano	\$100,000.00	424,233	\$25,000.00
Sonoma	\$100,000.00	490,486	\$25,000.00
Stanislaus	\$100,000.00	526,042	\$25,000.00
Sutter	\$25,000.00	95,733	\$10,000.00
Tehama	\$25,000.00	63,717	\$10,000.00
Trinity	\$10,000.00	13,389	\$10,000.00
Tulare	\$100,000.00	459,446	\$25,000.00
Tuolumne	\$25,000.00	53,604	\$10,000.00
Ventura	\$250,000.00	842,967	\$50,000.00
Yolo	\$50,000.00	206,381	\$10,000.00
Yuba	\$25,000.00	73,682	\$10,000.00

*As estimated by the Department of Finance



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

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393-14

EDMUND G. BROWN, JR.
Governor

Clerk/Board of Supervisors

August 12, 2014

Mr. John Nicoletti, Chairperson
Yuba County Board of Supervisors
915 8th Street, Ste. 109
Marysville, CA 95901

Mr. Jim Arnold
Yuba County Chief Probation Officer
Courthouse, 215 Fifth Street
Marysville, CA 95901

Dear Chairperson Nicoletti and Chief Probation Officer Arnold:

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocates \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code section 1233.10 (Attachment I). Counties are eligible to receive funds if the Board of Supervisors, in collaboration with the county's Community Corrections Partnership, agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services. In developing the grant program, the Board of Supervisors, in collaboration with the Community Corrections Partnership must establish minimum requirements, funding criteria, grant award limits, and procedures for the county to award grants. Please note, each county must notify the Board of State and Community Corrections of their interest in participating in this grant program. Upon approval by the Board of Supervisors, please send a letter to the BSCC, to the attention of Megan Barber-Brancamp, that confirms your county's interest in receiving the funding, and include the Board of Supervisors meeting minutes authorizing this action by September 30, 2014.

Grants must be awarded by the Board of Supervisors to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities. Community recidivism and crime reduction services include, but are not limited to delinquency prevention, homelessness prevention, and reentry services.

Counties receiving funds are also required to collect and submit data to the Board of State and Community Corrections on grants awarded. Service providers that receive a grant are responsible for reporting to the county Board of Supervisors or the Community Corrections Partnerships on the number of individuals served and the types of services provided. The Board of Supervisors or the Community Corrections Partnerships must report any information received from grant recipients to the Board of State and Community Corrections on or before July 1, 2015 and each year until the final reporting date of July 1, 2018.

Each county's allocation is based on the population within the county as specified on Attachment II. In addition, pursuant to Penal Code section 1233.10, subdivision (e), the maximum amount

The County of Yuba



Fish and Game Advisory Commission

Supervisor John Nicoletti, Chairman
Yuba County Board of Supervisors
915 8th Street
Marysville, CA 95901

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BOARD MEMBER

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AUG 14 2014

August 13, 2014

Clerk/Board of Supervisors

Dear Supervisor Nicoletti,

In an effort to increase communication between the Board of Supervisors and the Yuba County Fish and Game Advisory Commission, from time to time we will be providing an informational letter of important items which we feel should be communicated to the entire Board of Supervisors. As you are aware, we meet on the first Thursday of each month at 5:30 pm and each of the supervisors are always invited to attend.

At a recent meeting, and through additional investigation, we have become aware of several issues which we believe are of significant importance not only to this advisory commission, but to the Board of Supervisors and ultimately the citizens of our county. This information is advisory in nature and as an advisory commission, actions pertaining to these items have been noted and we will consider them should they arise in the course of our future business.


First, communication has occurred between a current Commissioner and the NRA Foundation with no knowledge or direction from our Commission. This communication is significant as it was represented as being from the entire Yuba County Fish and Game Advisory Commission when that was not the case.

In the course of this communication, inaccurate information was exchanged regarding grants received from the NRA Foundation. In at least one instance, incorrect information in the form of a report was filed when the correct information had already been properly filed by our Commission. Another instance we have been made aware of was an inaccurate report being filed with the NRA Foundation for the most recent grant. Any checking of these reports by the NRA Foundation will show errors and conflicting information, and may affect the ability of the Yuba County Fish and Game Advisory Commission to secure grants from this organization in the future.

It should be noted that, at a Commission meeting, the filing of the final report to the NRA Foundation had been previously delegated to a completely different person, after all the correct and accurate information was obtained. Additionally, the Commissioner who filed the unauthorized report, was informed that the manner in which he was attempting to gather and disseminate information was possibly in violation of the Brown Act. He replied that the Board of Supervisors had told him his methods were acceptable and in no way a violation of said act, although there does not appear to be a Board of Supervisors agenda item which contains this issue.

We believe these items have potential impacts on the Yuba County Fish and Game Advisory Commissions ability to secure future grants, and sets a precedence where singular acts by a Commissioner may affect the entire county. For the most part, we operate as a team and follow the laws we operate within. We shall continue to attempt to do this even given these obstacles.

Sincerely,


Christian Hogan
Chairman

*Yuba County Fish and Game Commission
Christian Hogan, Chair
Yuba County Agriculture Department
915 8th Street, Suite 127
Marysville, CA 95901*

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF FISH AND WILDLIFE

WILDLIFE CONSERVATION BOARD

1807 13TH STREET, SUITE 103
SACRAMENTO, CALIFORNIA 95811
(916) 445-8448
FAX (916) 323-0280
www.wcb.ca.gov

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AUG 28 2014

Clerk/Board of Supervisors

NOTICE OF MEETING
WILDLIFE CONSERVATION BOARD

August 28, 2014
10:00 AM
1/ State Capitol, Room 112
Sacramento, California 95814

FINAL AGENDA ITEMS

ITEM NO.		PAGE NO.
1.	Roll Call	1
2.	Funding Status - Informational	2
3.	Special Project Planning Account - Informational	11
4.	Proposed Consent Calendar (Items 5 – 14)	11
*5.	Approval of Minutes – May 22, 2014	11
*6.	Recovery of Funds	12

* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities; more information on page ix.

ITEM NO.**PAGE NO.**

- *7. Swiss Ranch Conservation Easement,
Expansion 5,
Calaveras County

\$500,000.00

14

To consider the acquisition of a 329± acre conservation easement by the California Department of Fish and Wildlife for protection of oak woodland, conifer, mixed chaparral and important migratory deer habitat corridors connecting the upper and lower Sierra mountain and foothill areas for the Rail Road Flat deer herd, in Calaveras County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat, including native oak woodlands, to protect deer and mountain lions. [Habitat Conservation fund (Proposition 117), Fish and Game Code Section 2786(a)]

- *8. Santa Cruz Long-toed Salamander (King),
Santa Cruz County

\$40,000.00

18

To consider the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant and an Environmental Enhancement Mitigation Program (EEMP) grant for a cooperative project with the Trust for Public Land to assist with the acquisition of 40+/- acres of land by the California Department of Fish and Wildlife for the protection of the Santa Cruz long toed salamander located southeast of the City of Aptos in Santa Cruz County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- *9. San Joaquin River Parkway, Sycamore Island Pond
Isolation, Planning and Design Augmentation,
Madera/Fresno County

\$73,000.00

22

To consider the allocation for an augmentation to an existing grant to the Department of Water Resources for a cooperative project with the San Joaquin River Conservancy (Conservancy) to complete preliminary and final design, prepare analyses and environmental review in compliance with CEQA, and prepare permit documents to allow for the enhancement of riparian habitat and the stabilization of ponds on the Conservancy's Sycamore Island property in Fresno and Madera Counties adjacent to the San Joaquin River. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(b)(5)]

ITEM NO.**PAGE NO.**

- | | | |
|--|--------------|----|
| *10. San Joaquin River Parkway, San Joaquin Hatchery
Public Access and Trail Augmentation,
Fresno County | \$300,000.00 | 26 |
|--|--------------|----|

To consider the allocation for an augmentation to an existing grant to the California Department of Water Resources to improve public fishing access and enhance riparian habitat on the San Joaquin River and to improve recreational access to the Department of Fish and Wildlife's San Joaquin Hatchery within the San Joaquin River Parkway, located on the south bank of the San Joaquin River one quarter mile downstream of the Highway 206 bridge in Fresno County. The purposes of this project are consistent with the proposed funding source that allows for river parkway projects identified by the San Joaquin River Conservancy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75050(f)]

- | | | |
|--|-------------|----|
| *11. Amargosa Tecopa Hot Springs, Expansions 1 – 3,
Inyo County | \$29,550.00 | 30 |
|--|-------------|----|

To consider the acquisition of 4+/- acres and a conservation easement over 2+/- acres of land by the California Department of Fish and Wildlife and the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant for the protection of wetland and upland habitat areas supporting the State and federally-listed endangered Amargosa vole and the Amargosa niterwort, located in the community of Tecopa Hot Springs, in Inyo County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- | | | |
|--|--------|----|
| *12. Allensworth Ecological Reserve, Expansion 41 - 49,
Tulare County | \$0.00 | 35 |
|--|--------|----|

To consider the acquisition of 12 separate parcels of land totaling 29+/- acres by the California Department of Fish and Wildlife for the protection of habitat supporting the San Joaquin kit fox and other rare species found within the Allensworth Ecological Reserve and to enhance habitat linkages and connectivity, located near the city of Earlimart in Tulare County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which is being provided by the California Department of Corrections Statewide Electric Fence Project mitigation fund assigned to CDFW.

ITEM NO.**PAGE NO.**

- *13. Western Riverside MSHCP (2013) - North Peak
El Toro,
Riverside County

\$95,000.00

38

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority); and to consider a Wildlife Conservation Board (WCB) grant to the Authority to acquire in fee 47± acres of land in western Riverside County for the protection of habitat that supports threatened and endangered species; and to increase regional wildlife habitat corridors and linkages located within the Western Riverside County Multiple Species Habitat Conservation Plan. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- *14. Western Riverside MSHCP (2013) - Patterson,
Riverside County

\$160,500.00

42

The proposal is to consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority); and to consider a Wildlife Conservation Board (WCB) grant to the Authority to acquire in fee 29± acres of land in western Riverside County for the protection of habitat that supports threatened and endangered species; and to increase regional wildlife habitat corridors and linkages located within the Western Riverside County Multiple Species Habitat Conservation Plan. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

15. Sacramento River Boating Access,
Red Bluff River Park,
Tehama County

\$970,000.00

46

To consider the allocation for a grant to the City of Red Bluff (City) for a cooperative project with the Department of Parks and Recreation, Division of Boating and Waterways, to construct a boat launch facility compliant with the Americans with Disabilities Act that includes a 2-lane boat ramp, improved parking, a new restroom, picnic areas and pedestrian paths. The proposed project is located on property owned by the City and the State Lands Commission, in the City of Red Bluff in Tehama County. The purposes of this project are consistent with the authorized

ITEM NO.**PAGE NO.**

uses of the proposed funding sources, which allow for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance and the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

- | | | | |
|-----|---|--------------|----|
| 16. | Leininger Ranch Habitat Improvement,
Tehama County | \$271,000.00 | 49 |
|-----|---|--------------|----|

To consider the allocation for a grant to the Tehama County Resource Conservation District, for a cooperative project with the landowners, the U. S. Natural Resources Conservation Service, and the U. S. Fish and Wildlife Service to improve water features and enhance wildlife habitat on two ranches in Tehama County: the Leininger Ranch and the C&R Ranch, located approximately ten miles east and 17 miles west of the City of Corning, respectively. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for projects to assist farmers in integrating agricultural activities with ecosystem restoration and wildlife protection. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(d)(4)].

- | | | | |
|-----|---|--------------|----|
| 17. | Truckee River Watershed Forest Enhancement,
Sierra/Nevada County | \$965,000.00 | 52 |
|-----|---|--------------|----|

To consider the allocation for a grant to the National Forest Foundation for a cooperative project with the U.S. Forest Service, the Sierra Nevada Conservancy, Trout Unlimited, and the Truckee River Watershed Council to protect and enhance habitat, restore forest stand ecology and reduce fuel loads in the federally-owned Tahoe National Forest, located generally ten miles north of the City of Truckee in Nevada and Sierra Counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

- | | | | |
|-----|--|--------------|----|
| 18. | American Basin Conservation Easement
(High Ridge Ranch),
Yuba County | \$805,000.00 | 58 |
|-----|--|--------------|----|

To consider the allocation for a grant to the California Waterfowl Association to acquire a conservation easement over 226± acres of land for the protection of giant

ITEM NO.**PAGE NO.**

garter snake, Swainson's hawk, black rails, and wetlands, located near the City of Marysville, in Yuba County. The purposes of this acquisition project are consistent with the proposed funding sources, which allow for the acquisition of habitat to protect rare, endangered threatened or fully protected species [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 (b/c)], and for the acquisition, enhancement or restoration of wetlands . [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 (d) , Inlands Wetlands Conservation Program].

- | | | | |
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| 19. | El Dorado Ranch Phase 1B
El Dorado County | \$4,810,000.00 | 62 |
|-----|--|----------------|----|

This proposal is to consider the allocation for a grant to The American River Conservancy (ARC) to acquire in fee 1,080± acres of land for the protection and preservation of riparian and woodland habitat, that includes native fisheries and oak woodlands, and to provide for potential future wildlife oriented public use opportunities on land fronting the Cosumnes River. The purposes of this project are consistent with the proposed funding sources that provide funding for the acquisition and protection of habitat to promote the recovery of threatened and endangered species and to protect corridors linking separate habitat areas, to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a), and the Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

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| 20. | Mark West Creek (McCullough II),
Sonoma County | | 66 |
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This project is being withdrawn from consideration at this time.

- | | | | |
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| 21. | Martinelli Ranch Conservation Easement,
Marin County | \$1,510,000.00 | 67 |
|-----|---|----------------|----|

To consider the allocation for a grant to the Marin Agricultural Land Trust to acquire a conservation easement over 238± acres of land for the protection of threatened and endangered species habitat and significant wildlife corridors, located west of Bolinas Lagoon in Marin County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of habitat to promote the recovery of threatened and endangered species, to provide corridors linking separate habitat areas to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

Project Management	\$75,000	\$60,000	\$0	\$0	\$0	\$0	\$135,000
Operating Cost	\$117,000	\$24,000	\$0	\$0	\$0	\$0	\$141,000
TOTAL	\$965,000	\$339,000	\$1,123,000	\$350,000	\$189,000	\$321,000	\$3,287,000
Key to Acronyms NFF=National Forest Foundation, SNC=Sierra Nevada Conservancy, TRWC=Truckee River Watershed Council, TU=Trout Unlimited, USFS=US Forest Service, WCB=Wildlife Conservation Board							

Project costs will be for salaries and wages; vehicle expenses; supplies/equipment; restoration contracts; monitoring; and project administration.

FUNDING SOURCE

The proposed funding source for this project is the WCB's Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006, Public Resources Code Section 75055 (a), which provides funding for the promotion of the ecological integrity and economic stability of California's diverse native forests for all their public benefits through restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types and is consistent with the objectives of this project.

CEQA AND CDFW RECOMMENDATION

The Tahoe Resource Conservation District, as lead agency, prepared a Mitigated Negative Declaration (MND) for the project pursuant to the provisions of the California Environmental Quality Act (CEQA). Staff considered the MND and has prepared proposed, written findings documenting WCB's compliance with CEQA. Subject to approval of this proposal by the WCB, the appropriate Notice of Determination will be filed with the State Clearinghouse. The California Department of Fish and Wildlife has reviewed this proposal and recommends it for funding by the WCB.

STAFF RECOMMENDATION

Staff recommends that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$965,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006, Public Resources Code Section 75055 (a); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the California Department of Fish and Wildlife to proceed substantially as planned.

18. American Basin Conservation Easement (High Ridge Ranch), Yuba County \$805,000.00

This proposal is to consider the allocation for a grant to the California Waterfowl Association (CWA) to acquire a conservation easement over 226± acres of land for the protection of giant garter snake, Swainson's hawk, black rails, and wetlands, as well as to enhance the wetland and flood protection corridor in Yuba County.

LOCATION AND SURROUNDING USES

The subject property (Property) is located in the northeast portion of Yuba County in the Browns Valley, an area that transitions from the central valley floor into the lower Sierra Nevada Mountain range foothills. More specifically the Property is located east of Highway 70 and north of Highway 20 off Loma Rica Road, approximately 7 miles northeast of Marysville. To the east lies the unincorporated community of Loma Rica and to the west is a privately managed hunting reserve area. To the immediate south of the Property is the northern boundary of a rural-subdivision known as Las Quintas Del Yuba. The immediate area is characterized by rolling hills with many properties dedicated to a combination of rice ranches, grazing lands, and duck clubs.

The eastern boundary of the Property is contiguous to the 4,221± acre Saddleback Ranch property, which is protected and managed under a wildlife friendly agricultural conservation easement held by CWA. The Property also lies just to the east of a 357-acre federal wetland conservation easement and state-funded habitat restoration project commonly known as the Provo WRP or Hillside Duck Club. Additional habitat areas protected by conservation easements can be found only a few miles to the north west of the Property in the upper reaches of the American Basin. California Department of Fish and Wildlife's 5,089 acre Daugherty Hills Wildlife Area and 11,942 acre Spenceville Wildlife Area are located just to the east.

The Property lies within the American Basin, which is one of nine drainage basins that serve as the Central Valley Joint Venture's (CVJV) primary planning units for conservation work in the Central Valley. In 2005 the CVJV initiated the "American Basin Project" to address habitat conservation needs within the basin. Land that lent itself to wetland development, habitat conservation, and long-term protection of wildlife friendly agriculture was identified and strategies for their protection were developed. The conservation needs in the American Basin are among the highest of the Central Valley's nine drainage basins. The agricultural based habitats, primarily rice, are extremely important to waterfowl in the American Basin providing 95% of the food energy now available to ducks. Rice lands also provide important habitat for breeding and water birds and provide up to 50% of the food energy needs of shorebirds.

Habitat loss in the American Basin in recent years has been significant with substantial development occurring on flatter rice lands and vernal pool grasslands areas. Development and related population growth in the basin is forecasted to increase by 398,000 individuals by 2040. This growth is expected to lead to a subsequent loss of irrigated farmland in the area of up to 16%, creating the urgent need for agricultural based conservation actions and strategies.

PROJECT DESCRIPTION

The Property provides important habitat for all six major bird groups for which the CVJC has developed conservation objectives: wintering waterfowl, breeding waterfowl, wintering shorebirds, breeding shorebirds, water birds, and breeding riparian songbirds. Additionally the Property provides habitat for sensitive species including the state and federal threatened giant garter snake and the state threatened Swanson's hawk, and black rails.

The Property is irregularly shaped and has terraced elevations and rice fields with an approximate site elevation range between 100 to 190-feet above sea level. A guest residence is located on a knoll. The knoll is approximately mid-property generally along the southerly boundary and is the high-point of the Property. The terraced ponds and wetlands on the Property are integral to gravity-irrigating the Property. Unpaved roads provide access to the farming checks, as well as to the residence.

The majority of the Property is farmed to rice (150+/- acres). Water is pumped up to the two high ponds and gravity fed down to the lower rice fields. The balance of the Property includes roughly 76+/- acres of wetlands and associated upland habitats, which will be managed as breeding waterfowl habitat. The uplands contain dense nesting cover and managed wetlands used for brood rearing and molting ducks, primarily mallards, wood ducks, and Canada geese.

WCB PROGRAM

This project is being proposed under WCB's Inland Wetlands Conservation Program (Fish and Game Code Section 1400, et seq) and meets the program's goal of assisting the Central Valley Joint Venture's mission to protect, restore, and enhance wetlands and associated habitats.

MANAGEMENT OBJECTIVES AND NEEDS

Baseline Property conditions have been mapped and documented as part of the due diligence and conservation easement negotiation process. A baseline report and management plan must be completed and approved by WCB prior to funding. The grant agreement requires CWA to complete annual monitoring reports and submit them to the State.

The conservation easement and an associated stewardship fund provided by the landowner to cover annual monitoring and stewardship activities will be held and managed by CWA. The protection and management of the Property will help meet

regional habitat goals and build upon the wildlife corridors created by the adjacent properties including Saddleback Ranch and nearby federal and state wetland conservation easement areas, which were protected and restored through the joint efforts of the Natural Resource Conservation Service, CWA, and the State.

CWA currently holds conservation easements on more than 8,380 acres and owns and manages roughly 4,000 acres of wetlands and uplands, which provide the general public access to hunting and other outdoor recreation and educational opportunities. Potential future public access opportunities on the Property may include guided wetland tours, educational field trips, and hunting through CWA's Hunt Program.

TERMS

The conservation easement (Easement) has been appraised as having a fair market value of \$795,000.00. The appraisal has been reviewed by WCB and reviewed and approved by the Department of General Services (DGS). The Property owner has agreed to sell the Easement for the approved appraised fair market value. The terms and conditions of the proposed grant to CWA provide that staff of the WCB must review and approve all title documents, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to the distribution of funds directly into the escrow account established for the acquisition. In the event of a breach of the grant terms the WCB can seek specific performance of the grant or require the Grantee to convey its interest in the conservation easement to WCB (or, at the election of WCB, another entity or organization authorized by California law to acquire and hold conservation easements and that is willing and financially able to assume all of the obligations and responsibilities of Grantee).

PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

Wildlife Conservation Board	\$ 795,000.00
Total Purchase Price	\$ 795,000.00
Other Project-Related Costs	<u>\$ 10,000.00</u>
TOTAL WCB ALLOCATION	\$ 805,000.00

It is estimated that an additional \$10,000.00 will be needed to cover project-related administrative costs, including DGS appraisal review.

WCB FUNDING SOURCE

The proposed funding source for this project is the Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Inland Wetlands Conservation Program. This funding allows for the acquisition, enhancement or restoration of wetlands and is consistent with the purposes of this project.

ENVIROMENTAL COMPLIANCE AND STATE RECOMMENDATIONS

The project has been reviewed for compliance with California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space and existing natural conditions, including plant or animal habitats. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse.

STAFF RECOMMENDATION

Staff recommends that the Wildlife Conservation Board approve this project as proposed; allocate \$805,000.00 from the Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Inland Wetlands Conservation Program for the grant and to cover project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Wildlife to proceed substantially as planned.

19. El Dorado Ranch Phase 1B \$4,810,000.00
El Dorado County

This proposal is to consider the allocation for a grant to The American River Conservancy (ARC) to acquire in fee 1,080± acres of land for the protection and preservation of riparian and woodland habitat, that includes native fisheries and oak woodlands, and to provide for potential future wildlife oriented public use opportunities on land fronting the Cosumnes River.

LOCATION and SURROUNDING USES

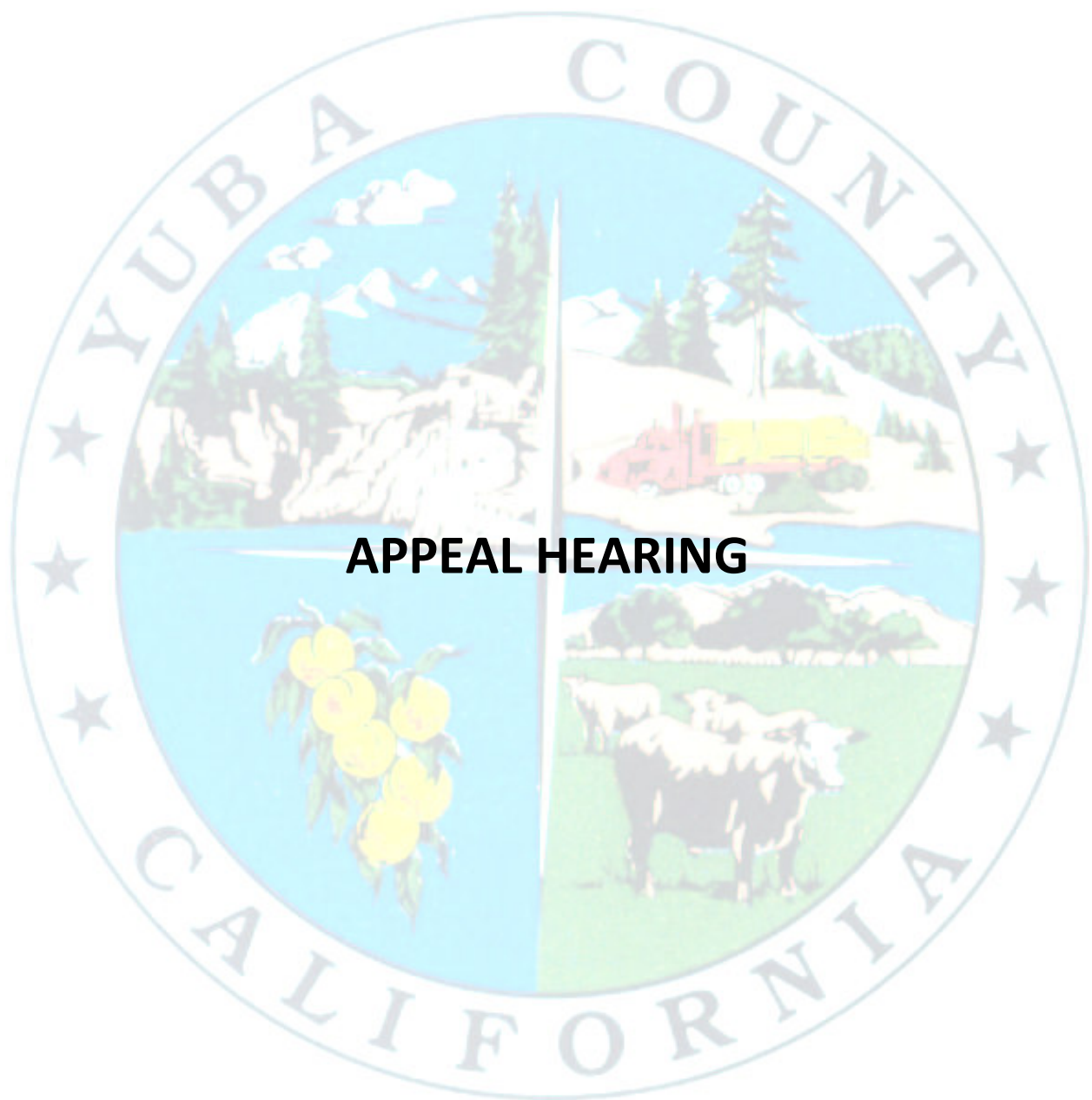
The subject property (Property) is located east of Highway 49 approximately four miles south of the town of El Dorado and 35 miles west of Sacramento, in southwestern El Dorado County. The Ranch lies in proximity to a nearby corridor of protected properties located along the Cosumnes River that are owned by ARC, the California Department of Fish and Wildlife (Pine Hill Ecological Reserve & Hope Valley Wildlife Area), the U.S. Bureau of Land Management, and the U.S. Forest Service and borders the original El Dorado Ranch (1,059± acres) property recently acquired by ARC with funding from the Natural Resources Agency and the Wildlife Conservation Board (WCB). The Property is also located within the Upper Cosumnes River Basin Conceptual Area Protection Plan, which helps guide efforts to preserve an intact, landscape scale ecosystem, running the entire 80 mile length of the Cosumnes River; and protect the foothill belt of the Cosumnes watershed that supports intact blue oak woodlands and a number of sensitive wildlife species.

The Cosumnes River is one of the last undammed rivers flowing from the Sierra Nevada Mountains into the greater Central Valley. The river harbors runs of steelhead and salmon, and provides habitat for otters, beavers, and the rare giant garter snake. The river and riparian corridor support numerous species including deer, mountain lion, and coyotes along with numerous migratory song birds and waterfowl.

The Property currently remains in its natural and undeveloped state. The surrounding neighborhood is comprised of open land with single-family homes situated on large lots or acreages to the south, west, and east of the Property. The area primarily supports livestock grazing activities and is noted for its scenic beauty consisting of rolling hills, riverfront properties, and open space appeal. These attributes along with the Property's close proximity to the greater Sacramento metropolitan area, make the Property appealing for more intensive development.

PROJECT DESCRIPTION

The Property is comprised of two non-contiguous properties containing a total of 11 legal parcels that are zoned for agricultural use. The Property is characterized by a slightly sloping to rolling topography, covered with chaparral, sage, oak woodlands, grasslands, riparian vegetation, and riverine habitat areas along the





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The County Of Yuba

Community Development
& Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

Public Nuisance Hearing

To: Yuba County Board of Supervisors
From: Jeremy Strang, Code Enforcement Division Manager
Date: August 26, 2014

Statement of Facts:

The properties that are subject of this hearing are Assessor's Parcel Numbers (APN) 019-070-024, 019-070-025, 019-070-026, are located in the unincorporated area of the County of Yuba near the community of Smartsville and are commonly referred to as 7460 Loretta Lane, Smartsville, CA 95977. The properties have the zoning designation RHCP RR-5, River Highlands Community Plan, Rural Residential 5 acre minimum, and are 5.02, 5.02 and 7.14 acres respectively.

Ann Marie Barnett is the owner of all three parcels and has been since March 6, 2013.

Development permits that have been issued but have not yet received final approvals include a water well (issued 2/8/2013) and septic (issued 8/6/2014); no other permits have been issued. Permits under review include a 384 square foot single family dwelling (SFD), fire sprinklers for the SFD, and an encroachment/rural driveway - all improvements are to be located on parcel 019-070-024. All properties are currently being assessed as vacant land with no improvements.

Previous Code Case History:

Case Number: MMJ13-0067
Date: 8/14/2013
Complaint: Marijuana Cultivation; Occupied Travel Trailer
Disposition: Founded; Violations included: no dwelling, occupied travel trailer, marijuana cultivation, and accessory uses. Contact with property owner. Property owner was advised of the Yuba County Ordinance Code and its requirements (verbal notice of violation). A follow-up inspection on 8/21/2013 revealed that the violations had been removed.
Case Closed: 9/18/13

Current Code Case:

Case Number: MMJ14-0035
Date: 7/11/2014
Complaint: Marijuana Cultivation
Disposition: Founded; No dwelling, cultivation of marijuana (62 plants) over multiple parcels, travel trailer, keeping of horses. Notice and Order to Abate Public Nuisance issued.
Case Closed: N/A

Public Nuisance Declared:

On July 11, 2014, an inspection of the properties revealed that:

1. Marijuana was being cultivated without having a single family dwelling,
 - a. the number of plants exceeded the maximum amount allowed,
 - b. the plants were not fully surrounded by a fence;
2. Accessory uses and chattel were present;
3. Use of a travel trailer for human habitation; and
4. Vacant property that was not being adequately maintained.

Based on the prior history of the properties, including the fact that the property owner, Ms. Barnett, has previously been made aware of Yuba County Ordinance Code provisions, the determination to immediately issue a Notice and Order to Abate Public Nuisance was made.

On July 18, 2014, Code Enforcement Officer John Jacenich issued a Notice and Order to Abate Public Nuisance [(Order) (see **Attachment A – Notice and Order**)]. The Order was served by U.S. Mail, both Certified Mail with Return Receipt and First Class, to the owner as it appears on the last equalized assessment roll. In addition, the Order was posted at the property and mailed to an alternate address discover by Officer Jacenich; proof of service was completed (see **Attachment B – Proof of Service**). An amended Order was sent on July 24, 2014, because it was discovered that multiple properties were owned by Ms. Barnett, no delineation of parcel lines exist and that the violations extended beyond any single parcel (see **Attachment C – Amended Order** and **Attachment D – Proof of Service**).

The Order alleges the following violations:

1. **Yuba County Code § 7.36.310(a)(1)** *Anything which is injurious to health, poses a significant potential to cause economic and/or physical injury or damage to persons or property, or constitutes a significant detriment to the prevention or suppression of fire, or significantly interferes with the provision of emergency services to the public, to wit:*
 - A. Cultivating marijuana in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.
 - B. Utilizing accessory uses without first establishing a primary use.
 - C. Emplacement and occupancy of a travel trailer.
2. **Yuba County Code § 7.36.310(a)(5)** *The maintenance or use of any real property in violation of any provision of the Yuba County Ordinance Code, State law or federal law, to wit:*

- A. Cultivating marijuana on a parcel of at least five (5) acres but not greater than twenty (20) acres in size in violation of Yuba County Ordinance Code Chapter 7.40 including but not limited to, the following violations:
 - A.1. Cultivating marijuana on a parcel that does not have an occupied, legally established residence.
 - A.2. Immature plants in excess of 60 plants.
 - A.3. The Defined Area of Cultivation is not fully surrounded by a solid fence at least six (6) in height with a locking gate.
 - B. Conducting activities on a site which are not permitted uses in the Agricultural/Rural Residential Zone in violation of Yuba County Ordinance Code Chapter 12.01 et seq.; as described in 1.B. above.
 - C. Emplacement and occupancy of a travel trailer as a place of human habitation in violation of Yuba County Ordinance Code Chapter 10.20.
3. **Yuba County Code § 7.36.310(a)(10)** *Anything which is indecent offensive to the senses, or an obstruction to the free use of property, so as to unreasonably interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or of any public park, square, street or highway, and which at the same time affects an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals and/ or property may be unequal.*
4. **Yuba County Code § 7.36.311 et. seq** which regulates the maintenance of vacant properties.

Attached and incorporated as part of this report as **Attachment E – Photographs**, are photographs taken on July 11, 2014, by Officer John Jacenich. The photographs accurately depict the conditions of the subject properties observed by Officer Jacenich on that date and further support the existence of a public nuisance.

The Order required that the property owner abate the nuisance by removing all of the violations as listed above on, or before, July 29, 2014.

Pursuant to Chapter 7.40, Section 7.40.440, an Administrative Penalty shall be calculated based on subsection 7.40.440c, and shall begin to accrue immediately upon the issuance of an Order (7.40.440d). An Administrative Penalty, the subject of this hearing, was applied for the amount of \$6,600.00 per day (see **Attachment F – Administrative Penalty Worksheet**).

Ann Marie Barnett filed a timely request, along with the fee deposit of \$4,116.00, for hearing to appeal the imposition of the Administrative Penalty (see **Attachment G – Request for Hearing**). The Administrative Penalty was stayed on July 31, 2014 pursuant to the request.

On, or about, August 8, 2014, attorney Jennifer Granger advised that the marijuana plants had been reduced to 60.

Applicable Law:

YUBA COUNTY ORDINANCE CODE CHAPTER 7.36, PROPERTY MAINTENANCE (1303)

Yuba County Code § 7.36.310(a). *a public nuisance shall be deemed to exist when any of the following conditions or circumstances are present:*

Yuba County Code § 7.36.310(a)(1)

Anything which is injurious to health, poses a significant potential to cause economic and/or physical injury or damage to persons or property, or constitutes a significant detriment to the prevention or suppression of fire, or significantly interferes with the provision of emergency services to the public.

Yuba County Code § 7.36.310(a)(5)

The maintenance or use of any real property in violation of any provision of the Yuba County Ordinance Code, State law or federal law.

Yuba County Code § 7.36.310(a)(10)

Anything which is indecent offensive to the senses, or an obstruction to the free use of property, so as to unreasonably interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or of any public park, square, street or highway, and which at the same time affects an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals and/ or property may be unequal.

7.36.311 Maintenance of Vacant Properties

(a) It is hereby declared a public nuisance for any person owning, leasing, or having charge of any premises in the County of Yuba to maintain that property in such a manner that the maintenance of the landscaping, the exterior of any vacant or unoccupied building or the interior of any such building which is readily visible from any public street or adjacent parcel of property is in a state of unsightliness so as to constitute a condition that is detrimental to the quality of life and community values in the neighborhood or otherwise detrimental to the public welfare.

(b) The existence of any one or more of the following exterior property conditions constitutes a violation of this subdivision:

1) The property contains overgrown, diseased, dead or decayed trees, weeds or other vegetation that:

A. Constitutes a fire hazard or other condition that is dangerous to the public health, safety and/or welfare; or

B. Creates the potential for the harboring of rats, vermin, vector or other similar nuisances; or

C. Substantially detracts from the aesthetic by reducing or harming the quality of life or values in the neighborhood and/or community; or

D. Is overgrown at least twelve inches onto a public right-of-way or easement.

2) The property fails to comply with applicable development permit requirements with respect to any landscaping requirements.

(c) For purposes of this subdivision, a building shall be deemed vacant and unoccupied if it has stood vacant for more than thirty (30) days, unless the owner establishes by substantial evidence to the reasonable satisfaction of the department head or his/her designees that one of the following applies:

1) The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation.

2) The building does not contribute to, and is not likely to contribute to, blight because the owner is actively maintaining and monitoring the building. Calls for service to local law enforcement are a factor that will be considered in determining whether the building contributes to blight. Active maintenance and monitoring shall include all of the following:

A. Maintenance of landscaping and plant material in good condition; and

- B. Maintenance of the exterior of the building including, but not limited to, paint and finishes, in good condition; and*
- C. Prompt and regular removal of all exterior trash, debris, and graffiti; and*
- D. Maintenance of the building in continuing compliance with all applicable codes and regulations; and*
- E. Prevention of criminal activity on the premises including, but not limited to, use and sale of controlled substances, graffiti, prostitution, criminal street gang activity, loitering or trespassing.*

3) The building is vacant due to fire, flood, earthquake or other form of natural disaster and the owner is actively pursuing assistance for demolition, rehabilitation or restoration of the building and/or premises from local, state, or federal assistance programs or from insurance agencies. (#1459)

YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1522)

7.40.200 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

- a. Any person owning, leasing, occupying or having charge or possession of any parcel of land within the unincorporated area of the County to cause or allow such parcel of land to be used for the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.*
- b. The cultivation of marijuana on a parcel that does not have an occupied legally established residence in conformance with the Yuba County Ordinance Code.*
- c. The cultivation of marijuana on a parcel by anyone other than a qualified patient or a primary caregiver.*
- d. Marijuana plants in public view as defined in Section 7.40.140 of this Chapter.*
- e. Marijuana plants accessible to a minor (under the age of 18).*
- f. The cultivation of marijuana in a manner that exceeds the exceptions of Section 7.40.300 of this Chapter.*
- g. The improper use, storage and/or disposal (per the manufacturer's instructions and/or any law that governs same) of chemicals, fertilizers, gas products (CO₂, butane, etc.) or any other products or equipment associated with the cultivation of marijuana.*
- h. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence.*

7.40.300 Exceptions

This ordinance shall not apply to cultivation where all of the following conditions are met:

- a. The cultivation occurs on a parcel with an occupied legally established residence, and*
- b. The cultivation is conducted by one or more qualified patients or primary caregivers and at least one of the plants being cultivated is for the qualified patient or primary caregiver who occupies the dwelling as their physical and legal place of residence, and*
- c. The defined areas of cultivation are in accordance with this section and sections 7.40.310, 7.40.320, and 7.40.330 of this Chapter, there is not more than one outdoor defined area of cultivation per parcel and not more than one indoor defined area of*

cultivation as allowed for in this Chapter, and

- d. The cultivation does not exceed the marijuana plant quantities listed below:*
 - 1. For parcels less than one (1) acre in size with one residence, there is a combined limit of indoor and outdoor cultivation of no more than 18 marijuana plants. Of that total, only 12 can be mature marijuana plants. A maximum of 6 of the 12 mature marijuana plants can be cultivated outdoors.*
 - 2. For parcels one (1) acre but less than five (5) acres in size with one residence, there is a combined limit of indoor and outdoor cultivation of no more than 30 marijuana plants. Of that total, only 18 can be mature marijuana plants. Mature marijuana plants can all be cultivated outdoors or a combination of outdoors and indoors.*
 - 3. For parcels five (5) acres but less than twenty (20) acres in size with one residence, there is a combined limit of indoor and outdoor cultivation of no more than 60 marijuana plants. Of that total, only 36 can be mature marijuana plants. Mature marijuana plants can all be cultivated outdoors or a combination of outdoors and indoors.*

7.40.320 Outdoor Cultivation

- a. Outdoor cultivation of marijuana shall not occur outside a single defined area of cultivation, shall not be in public view, shall be surrounded by a fence as required by 7.40.330, and shall not be accessible to minors.*
- b. All outdoor cultivation shall not be located on parcels in a manner that increases the potential to create a public nuisance, and shall reduce the potential by:*
 - 1. First and foremost, locating the area of cultivation on the parcel as far away as possible from neighboring residences, and*
 - 2. Locating the area of cultivation on the parcel as close as possible to the cultivator's residence for security purposes, but taking into consideration the need to keep the cultivation away from neighboring residences,*
- c. Outdoor cultivation of marijuana shall not be located within:*
 - 1. Ten (10) feet of the property line and within three hundred (300) feet of a school, school bus stop, park, or youth-oriented facility on parcels less than one (1) acre in size.*
 - 2. Fifty (50) feet of the property line and within six hundred (600) feet of a school, school bus stop, park, or youth-oriented facility on parcels one (1) acre but less than five (5) acres in size.*
 - 3. One hundred (100) feet of the property line and within one thousand (1,000) feet of a school, school bus stop, park, or youth-oriented facility on parcels five (5) acres but less than twenty (20) acres in size.*
 - 4. Two hundred (200) feet of the property line and within one thousand (1,000) feet of a school, school bus stop, park, or youth-oriented facility on parcels twenty (20) acres or more in size.*
- d. The distances specified in this section shall be the horizontal distance measured in a straight line to the closest area in which the medical marijuana is cultivated.*

7.40.330 Fencing

Outdoor cultivation shall be fully surrounded by a solid fence at least six (6) feet but not greater than (8) feet in height with a locking gate and conform to the following:

- a. Fencing materials shall be in compliance with Section 7.40.140i, and*

- b. *Location of fence shall meet zoning setback and height requirements, and*
- c. *Fences over six (6) feet in height will require proof of an approved building permit, and*
- d. *Marijuana plant(s) shall not be higher than the fence, and*
- e. *The fence and gate must be adequately secure to prevent unauthorized entry and keep the area out of reach of minors.*
- f. *Bushes or hedgerows alone shall not constitute an adequate fence under this Chapter. However, for parcels greater than 5 acres in size, a combination of mature vegetation or natural topography that keeps the cultivation out of public view in combination with a securable six foot tall chain link fence may be substituted for a solid fence.*

YUBA COUNTY ORDINANCE CODE CHAPTER 12.01, (ZONING) GENERAL PROVISIONS (906)

12.01.050 Permitted Uses Only

No structure or part thereof shall be erected, altered, or enlarged nor shall any site or structure be used, designated or intended for use other than the uses hereinafter listed as permitted or conditional in the zone in which such structure, land or premises is located. Such use shall not be caused or allowed by the property owner or by any person or persons utilizing the property with or without the permission of the property owner.

YUBA COUNTY ORDINANCE CODE CHAPTER 10.20, REGULATING THE EMPLACEMENT OF TRAVEL TRAILERS AND MOTOR HOMES AS TEMPORARY RESIDENCES (1455)

10.20.030 Permit Required.

No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.

Recommendation:

The evidence and testimony given clearly show violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

1. Confirm the existence of a public nuisance;
2. Confirm the Administrative Penalty
3. Order the abatement of all violations by removal, of all marijuana; removal of all vehicles, including recreational vehicles; removal of all junk, trash, debris, chattel, and/or other items incidental to the cultivation
4. Order that if all violations are not corrected Code Enforcement staff shall have the authority and jurisdiction to abate the nuisance
5. Confirm enforcement costs of \$54,932.24 assessed to date (see **Attachment H – Cost Accounting**) and order payment within 30 days of your decision
6. Order that where the enforcement costs go unpaid for 30 days, an abatement lien shall be recorded and a special tax assessment be place for each parcel; no Accounting Hearing shall be required.



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ14-0035

ANN MARIE BARNETT
7460 LORETTA LANE
SMARTSVILLE, CA 9597

RE: 7460 LORETTA LANE, SMARTVILLE, CA 95977

APN: 019-070-026

LEGAL DESCRIPTION: P-3 PM 05-05 90/36

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

1. **Yuba County Code § 7.36.310(a)(1)** *Anything which is injurious to health, poses a significant potential to cause economic and/or physical injury or damage to persons or property, or constitutes a significant detriment to the prevention or suppression of fire, or significantly interferes with the provision of emergency services to the public, to wit:*
 - A. Cultivating marijuana in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.
 - B. Utilizing accessory uses without first establishing a primary use.
 - C. Emplacement and occupancy of a travel trailer.
2. **Yuba County Code § 7.36.310(a)(5)** *The maintenance or use of any real property in violation of any provision of the Yuba County Ordinance Code, State law or federal law, to wit:*
 - A. Cultivating marijuana on a parcel of at least five (5) acres but not greater than twenty (20) acres in size in violation of Yuba County Ordinance Code Chapter 7.40 including but not limited to, the following violations:
 - A.1. Cultivating marijuana on a parcel that does not have an occupied, legally established residence.
 - A.2. Immature plants in excess of 60 plants.
 - A.3. The Defined Area of Cultivation is not fully surrounded by a solid fence at least six (6) in height with a locking gate.
 - B. Conducting activities on a site which are not permitted uses in the Agricultural/Rural Residential Zone in violation of Yuba County Ordinance Code Chapter 12.01 et seq.; as described in 1.B. above.

C. Emplacement and occupancy of a travel trailer as a place of human habitation in violation of Yuba County Ordinance Code Chapter 10.20.

3. **Yuba County Code § 7.36.310(a)(10)** *Anything which is indecent offensive to the senses, or an obstruction to the free use of property, so as to unreasonably interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or of any public park, square, street or highway, and which at the same time affects an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals and/ or property may be unequal.*

4. **Yuba County Code § 7.36.311 et. seq** which regulates the maintenance of vacant properties.

YOU ARE HEREBY ORDERED to correct or remove all violations from subject property on or before July 29, 2014. Administrative Penalties in the amount of **\$6,600.00** per day pursuant to Yuba County Code § 7.40.440 (d) have begun to accrue and will continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer.

If you disagree with the determination that a public nuisance exists on the subject property, you have the right to a hearing to show cause, if any, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Yuba County Code. You may request a hearing by filing a written request for a hearing with the Yuba County Code Enforcement office, whose address appears above, within 10 calendar days of the date of this Notice. A \$4,116.00 deposit, pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request. Even if you do not request a hearing with respect to the existence of a public nuisance, you may contest the Administrative Penalties by filing a written request for a hearing solely to contest the imposition of the Administrative Penalties.

If you do not request a hearing and fail to comply with the time requirements set forth, the County will abate the nuisance. If you request a hearing, and after such hearing a public nuisance is found to exist, you shall abate said violations as set forth in the Findings of Fact, Conclusions of Law, and Orders. Furthermore if the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of men and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

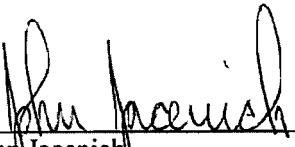
If such abatement costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

If there is a hearing, and subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action. If you fail to request a hearing, or appear at the hearing and fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICIAL CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.

CERTIFIED MAIL: 7003 0500 0005 1306 1803

DATED: JULY 18, 2014

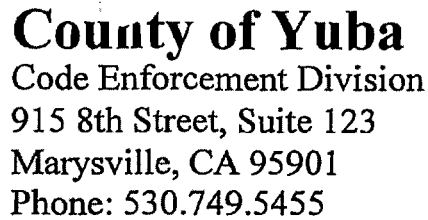


John Jacenich
Code Enforcement Officer

Additional Notes:

- ◆ Contained in this packet are copies of:
 - Excerpt from Yuba County Ordinance Code Chapter 7.36
 - Billing Invoice #601
- ◆ Pictures

CC: Ann Marie Barnett, 21150 Dog Bar Road, Grass Valley, CA 95949



DATE	INVOICE #
7/18/2014	601

Number: MMJ14-0035
Officer: J. Jacenich
7460 Loretta Lane
Smartsville CA 95977
Cert #: 7003 0500 0005 1306 1803

TERMS	DUE DATE
Net 30	8/17/2014

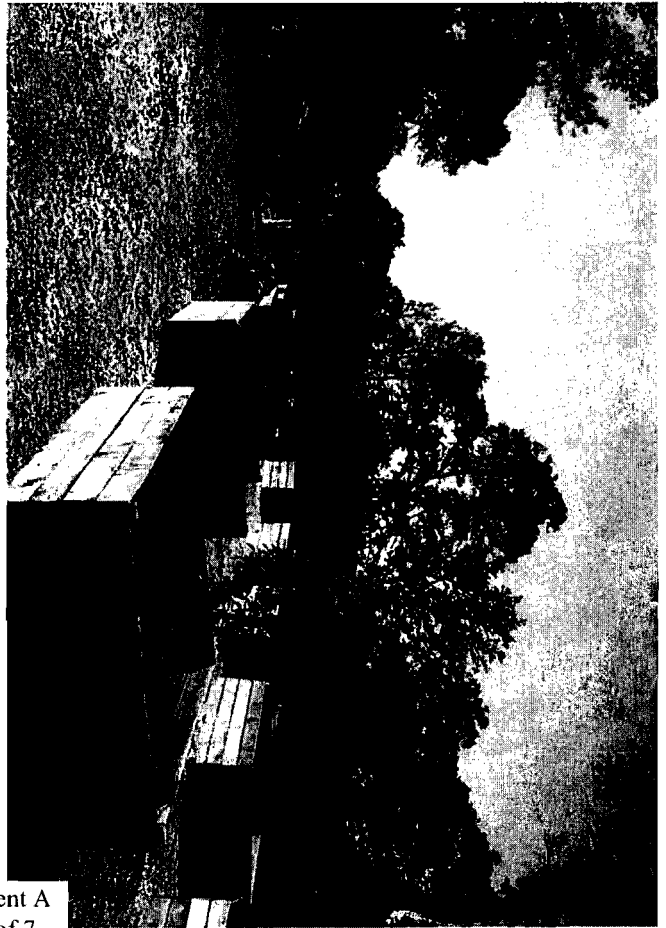
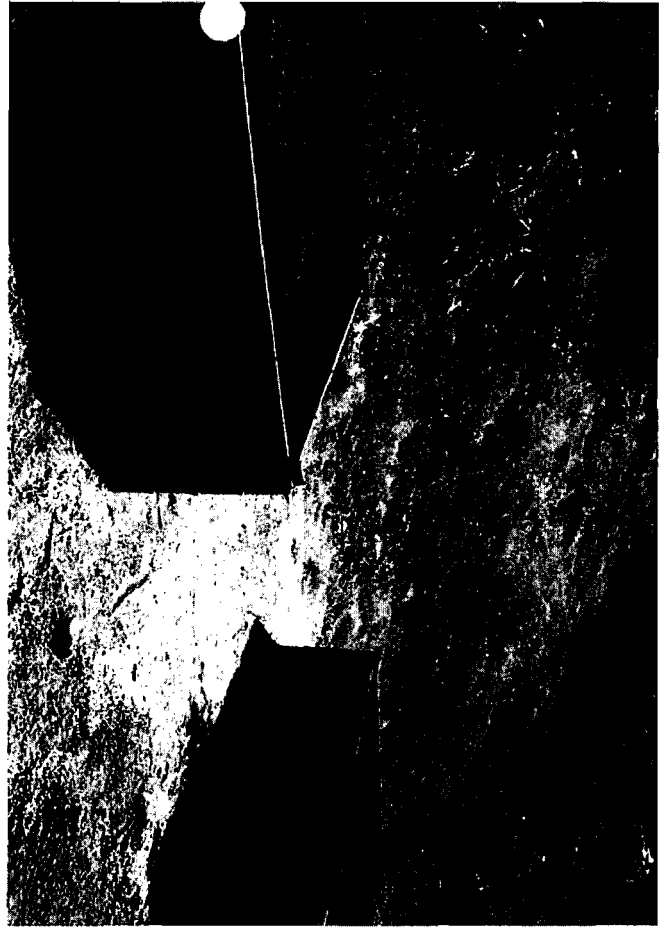
**FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE
WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:**

Total	\$1,791.93
--------------	-------------------

1-30 DAYS PAST DUE = 25%
31-61 DAYS PAST DUE = 50%
61+ DAYS PAST DUE = 100%

Attachment A
Page 4 of 7

**FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.
REMIT PAYMENT TO CDSA. ATTENTION: ACCOUNTS RECEIVABLE. (VISA CREDIT CARD NOT ACCEPTED)**







COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order No. MMJ14-0035 with attachments on the following persons by:

- ☐ Personally delivering a copy to:
Name:
Address:
Date:
Time:
- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested & First Class Mail to the property owner:
Name: Ann Marie Barnett
Address: 7460 Loretta Lane, Smartville CA 95977
Date of Delivery to Post Office: July 18, 2014
Registration No.: 7003 0500 0005 1306 1803
- ☒ **Mailing**, postage prepaid, First Class Mail to the property owner / alternate address:
Name: Ann Marie Barnett
Address: 21150 Dog Bar Road, Grass Valley CA 95949
Date of Delivery to Post Office: July 18, 2014
- ☐ Posting a copy of the Notice and Order at:
Address:
APN:
Date and Time of Posting:
Location Posted:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 18, 2014 at Marysville, California.

Signed Marie LaFranchi

Community Development & Services Agency

Code Enforcement Division

Marie LaFranchi

915 8th Street, Suite #123

Marysville CA. 95901

(530) 749-5455

EO 917 9021 5000 0050 E002

U.S. Postal ServiceTM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
7/18/2014 11:04 AM Loretta Lane	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Notice & Order 2 Bill #601	
Postmark Here	
Sent To	
Ann Marie Barnett	
Street, Apt. No., or PO Box No. 7460 Loretta Lane	
City, State, ZIP+4 Smartville CA 95977	

PS Form 3800, June 2002

See Reverse for

Attachment B

COUNTY OF YUBA

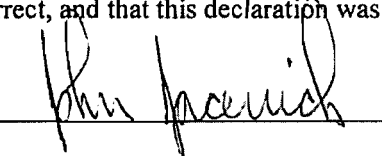
PROOF OF SERVICE

I served a copy of the foregoing Notice and Order No. MMJ14-0035 with attachments on the following persons by:

- ☐ Personally delivering a copy to:
Name:
Address:
Date:
Time:
- ☐ Mailing, postage prepaid, Certified/Return Receipt Requested to the **property owner**:
Name:
Address:
Date of Delivery to Post Office:
Registration No.:
- ☐ Mailing, postage prepaid, Certified/Return Receipt Requested to the **tenant(s)**:
Name:
Address:
Date of Delivery to Post Office:
Registration No.:
- ☐ Mailing, postage prepaid, Certified/Return Receipt Requested to the **lien holder(s)**:
Name:
Address:
Date of Delivery to Post Office:
Registration No.:
- ☒ Posting a copy of the Notice and Order at:
Address: 7460 Loretta Lane, Smartville, CA 95977
APN: 019-070-026
Date and Time of Posting: July 18, 2014 1300 Hours
Location Posted: Window of a Travel Trailer

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 18, 2014 at Marysville, California.

Signed



John Jacenich
915 8th Street, Suite #123
Marysville CA. 95901
(530) 749-5455





The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ14-0035

AMENDED

ANN MARIE BARNETT
7460 LORETTA LANE
SMARTSVILLE, CA 9597

RE: 7460 LORETTA LANE, SMARTVILLE, CA 95977

APN: 019-070-024	LEGAL DESCRIPTION: P-1 PM 05-05 90/36
APN: 019-070-025	LEGAL DESCRIPTION: P-2 PM 05-05 90/36
APN: 019-070-026	LEGAL DESCRIPTION: P-3 PM 05-05 90/36

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

1. **Yuba County Code § 7.36.310(a)(1)** *Anything which is injurious to health, poses a significant potential to cause economic and/or physical injury or damage to persons or property, or constitutes a significant detriment to the prevention or suppression of fire, or significantly interferes with the provision of emergency services to the public, to wit:*
 - A. Cultivating marijuana in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.
 - B. Utilizing accessory uses without first establishing a primary use.
 - C. Emplacement and occupancy of a travel trailer.
2. **Yuba County Code § 7.36.310(a)(5)** *The maintenance or use of any real property in violation of any provision of the Yuba County Ordinance Code, State law or federal law, to wit:*
 - A. Cultivating marijuana on a parcel of at least five (5) acres but not greater than twenty (20) acres in size in violation of Yuba County Ordinance Code Chapter 7.40 including but not limited to, the following violations:
 - A.1. Cultivating marijuana on a parcel that does not have an occupied, legally established residence.
 - A.2. Immature plants in excess of 60 plants.

- A.3. The Defined Area of Cultivation is not fully surrounded by a solid fence at least six (6) in height with a locking gate.
- B. Conducting activities on a site which are not permitted uses in the Agricultural/Rural Residential Zone in violation of Yuba County Ordinance Code Chapter 12.01 et seq.; as described in 1.B. above.
- C. Emplacement and occupancy of a travel trailer as a place of human habitation in violation of Yuba County Ordinance Code Chapter 10.20.
3. **Yuba County Code § 7.36.310(a)(10)** *Anything which is indecent offensive to the senses, or an obstruction to the free use of property, so as to unreasonably interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or of any public park, square, street or highway, and which at the same time affects an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals and/ or property may be unequal.*
4. **Yuba County Code § 7.36.311 et. seq** which regulates the maintenance of vacant properties.

YOU ARE HEREBY ORDERED to correct or remove all violations from subject property on or before July 29, 2014. Administrative Penalties in the amount of **\$6,600.00** per day pursuant to Yuba County Code § 7.40.440 (d) have begun to accrue and will continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer.

If you disagree with the determination that a public nuisance exists on the subject property, you have the right to a hearing to show cause, if any, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Yuba County Code. You may request a hearing by filing a written request for a hearing with the Yuba County Code Enforcement office, whose address appears above, within 10 calendar days of the date of this Notice. A \$4,116.00 deposit, pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request. Even if you do not request a hearing with respect to the existence of a public nuisance, you may contest the Administrative Penalties by filing a written request for a hearing solely to contest the imposition of the Administrative Penalties.

If you do not request a hearing and fail to comply with the time requirements set forth, the County will abate the nuisance. If you request a hearing, and after such hearing a public nuisance is found to exist, you shall abate said violations as set forth in the Findings of Fact, Conclusions of Law, and Orders. Furthermore if the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of men and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

If such abatement costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments

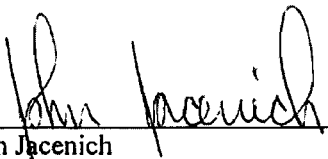
have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

If there is a hearing, and subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action. If you fail to request a hearing, or appear at the hearing and fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICIAL CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.

CERTIFIED MAIL: 7003 0500 0005 1306 1841

DATED: JULY 18, 2014



John Jacenich
Code Enforcement Officer

CC: Ann Marie Barnett, 21150 Dog Bar Road, Grass Valley, CA 95949

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing Notice and Order No. MMJ14-0035 (Amendment) with attachments on the following persons by:

- ☐ Personally delivering a copy to:
Name:
Address:
Date:
Time:
- ☒ Mailing, postage prepaid, Certified/Return Receipt Requested & First Class Mail to the property owner:
Name: Ann Marie Barnett
Address: 7460 Loretta Lane, Smartsville CA 95977
Date of Delivery to Post Office: July 24, 2014
Registration No.: 7003 0500 0005 1306 1841
- ☒ Mailing, postage prepaid, First Class Mail to the property owner:
Name: Ann Marie Barnett
Address: 21150 Dog Bar Road, Grass Valley CA 95945
Date of Delivery to Post Office: July 24, 2014
- ☐ Posting a copy of the Notice and Order at:
Address:
APN:
Date and Time of Posting:
Location Posted:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 24, 2014 at Marysville, California.

Signed

Marie LaFranchi

Community Development & Services Agency

Code Enforcement Division

Marie LaFranchi

915 8th Street, Suite #123

Marysville CA. 95901

(530) 749-5455

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

7/24/14 1306 1841 USPS

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Amended
Notice &
Order

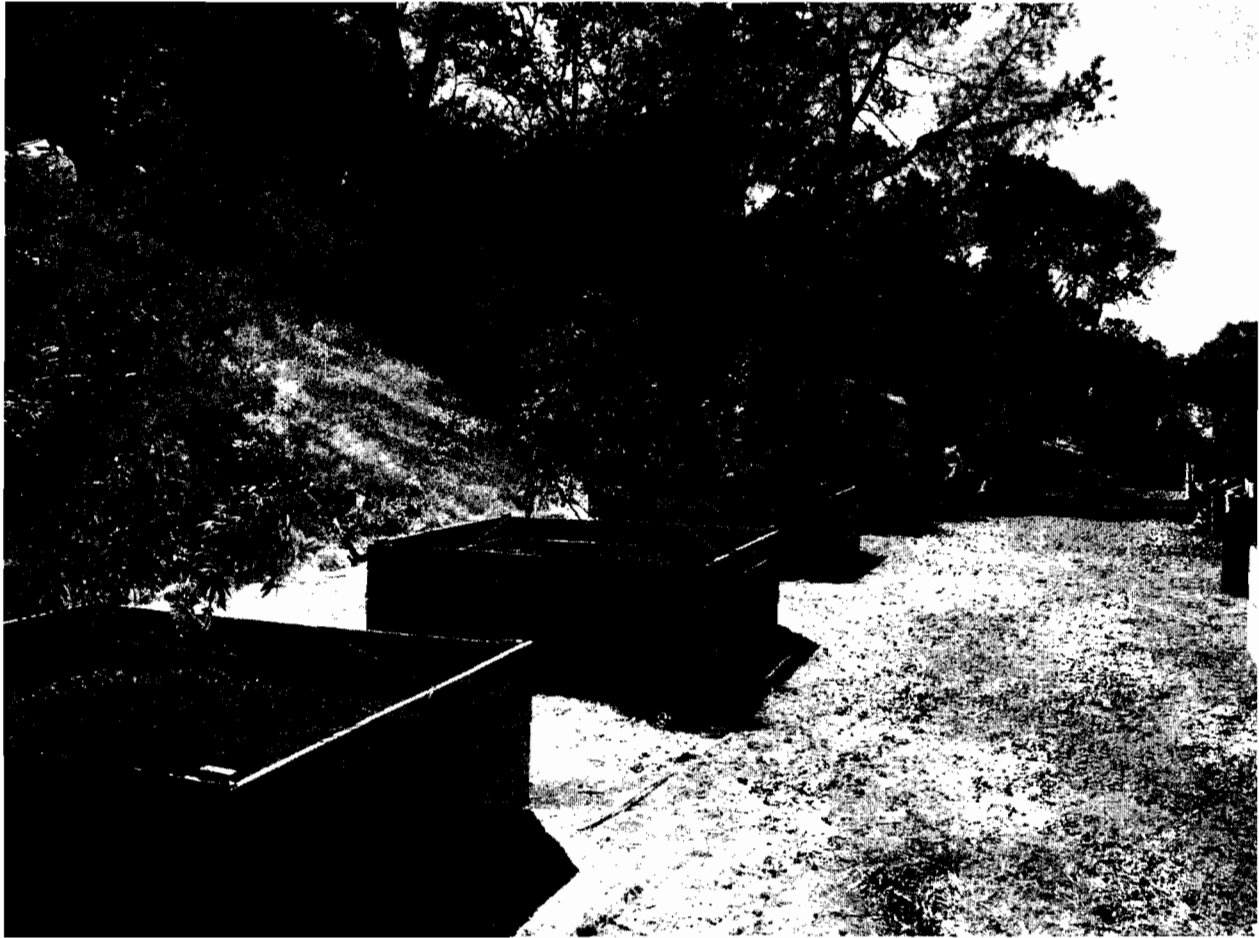
Sent To: Ann Marie Barnett
Street, Apt. No.: 7460 Loretta Lane
or PO Box No.:
City, State, ZIP+4: Smartsville CA 95977

PS Form 3800, June 2002

See Reverse for Instructions

Attachment D

Page 1 of 1







ADMINISTRATIVE PENALTY WORKSHEET

Case #: MMJ14-0035
 APNs: 019-070-024; 025; 026

Owner: Ann Marie Barnett
 Situs: 7460 Loretta Lane

Dates	7.40.440c.	Qty X Amount	Total per Day
7/24/2014 thru 7/31/2014 Commenced on 7/24/14 Amended Order	Number of Plants	62 X \$100.00	\$6,200.00
	Lack of Dwelling – 7.40.200:b	\$100.00	\$100.00
	Lack of Fence – 7.40.200:h	\$100.00	\$100.00
	Accessible by Minors – 7.40.200:e	\$100.00	\$100.00
	In Public View – 7.40.200:d	\$100.00	\$100.00
	Emplacement and Occupancy of RV 10.20.030	N/C	
	Accessory Uses w/out Primary Use 12.01.050	N/C	
	Failure to Maintain Vacant Land 7.36.311	N/C	
		Total:	\$6,600.00

RECEIVED

JUL 31 2014

COMMUNITY DEVELOPMENT
& SERVICES AGENCY

ANN MARIE BARNETT

7460 Loretta Ln. Smartsville, CA 96977

Yuba County Code Enforcement
915 8th St. Suite 123
Marysville, CA 95901

**RE: REQUEST FOR HEARING TO ABATE IMPOSITION OF
ADMINISTRATIVE PENALTIES**

I request an administrative hearing to contest the imposition of Administrative Penalties in regards to notice and order to abate public nuisance MMJ14-0035.

I am requesting consideration of this matter because I was unable, for reasons beyond my control to obtain required permits to abate said public nuisance within the time allotted in aforementioned notice. Furthermore, the delay of building plan preparation by Lincoln and Long Engineering, 586 East Main St. Grass Valley 95945, caused this issue to occur.

Additionally, the citation to Yuba County Code 7.36.310 (a)(1) section C is incorrect as no persons were occupying said property at time of action.

I understand that this is a hearing before an Administrative Law Judge.

RESPECTFULLY

Ann Marie Barnett

7460 Loretta Ln. Smartsville, CA 96977

7/29/2014

YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: August 26, 2014

Case #: MMJ14-0035

APN: 019-070-024; 019-070-025 & 019-070-026

Owner: Ann Marie Barnett

Situs: 7460 Loretta Lane, Smartsville CA

Date	Reason for Charge	Hours	Total
7/11/2014	Received Complaint, Opened Case (Inv # 601)	0.50	\$ 73.50
7/11/2014	Initial Inspection with Sheriff's Dept (Inv # 601)	1.00	147.00
7/15/2014	Research for Owner's Mailing Address	0.25	36.75
7/18/2014	Notice and Order to Abate Public Nuisance (Inv # 601)	FEE	1,470.00
7/18/2014	Billing Statement Preparation (Inv # 601)	N/C	0.00
7/24/2014	Research Property / Permit Submittal	0.50	73.50
7/24/2014	Phone Call with Property Owner's Attorney	0.50	73.50
7/18/2014 - 7/31/2014	Administrative Penalties; \$6,600.00 Per Day @ 8 Days (July 18, 2014 to July 31, 2014)		52,800.00
7/31/2014	Appeal Hearing Request Received	N/C	0.00
8/7/2014	Voicemail Message from Property Owner's Attorney; Return Call from County Counsel, J. Vacek	0.50	73.50
8/7/2014	Notice of NonCompliance Prepared & Recorded	FEE	147.00
8/7/2014	CDSA Processing Fee, One Document	FEE	73.50
8/7/2014	Appeal Hearing Preparation; Position Statement	6.00	882.00
8/8/2014	Hearing Deposit Received		(4,116.00)
8/8/2014	Appeal Hearing Preparation; Position Statement	4.00	588.00
8/18/2014	Meeting with County Counsel RE: Appeal Hearing	6.50	955.50
8/19/2014	Appeal Hearing Preparation; Hearing Packet	5.50	808.50
8/20/2014	Appeal Hearing Preparation; Hearing Packet	4.00	588.00
8/20/2014	CDSA Support Fee		257.99
	Total Billed		\$54,932.24



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5434



915 8th Street, Suite 123, Marysville, California 95901

NOTICE OF HEARING

MMJ14-0035

ANN MARIE BARNETT
7460 LORETTA LANE
SMARTSVILLE, CA 96977

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on August 26, 2014, at the hour of 1:30 p.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative penalty, pursuant to the Notice and Order to Abate Public Nuisance, dated July 18, 2014, should not be assessed.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf and you may examine any witnesses who present evidence. You may appear personally or have a representative appear at the hearing in your behalf.

Dated: August 7, 2014

Certified Mail # 7013 1090 0000 2901 2360

ENFORCEMENT OFFICIAL FOR THE
COUNTY OF YUBA

BY: _____

Jeremy Strang

Attachment: REQUEST FOR HEARING TO ABATE IMPOSITION OF ADMINISTRATIVE PENALTIES, dated 7/29/2014

CC: Ann Marie Barnett, 21150 Dog Bar Rd., Grass Valley, CA 95945

RECEIVED

JUL 31 2014

COMMUNITY DEVELOPMENT
& SERVICES AGENCY

ANN MARIE BARNETT

7460 Loretta Ln. Smartsville, CA 96977

Yuba County Code Enforcement
915 8th St. Suite 123
Marysville, CA 95901

**RE: REQUEST FOR HEARING TO ABATE IMPOSITION OF
ADMINISTRATIVE PENALTIES**

I request an administrative hearing to contest the imposition of Administrative Penalties in regards to notice and order to abate public nuisance MMJ14-0035.

I am requesting consideration of this matter because I was unable, for reasons beyond my control to obtain required permits to abate said public nuisance within the time allotted in aforementioned notice. Furthermore, the delay of building plan preparation by Lincoln and Long Engineering, 586 East Main St. Grass Valley 95945, caused this issue to occur.

Additionally, the citation to Yuba County Code 7.36.310 (a)(1) section C is incorrect as no persons were occupying said property at time of action.

I understand that this is a hearing before an Administrative Law Judge.

RESPECTFULLY

Ann Marie Barnett

7460 Loretta Ln. Smartsville, CA 96977

7/29/2014

THIS PAGE INTENTIONALLY LEFT BLANK