

# 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 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://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.

**SEPTEMBER 9, 2014**

**8:30 A.M. YUBA COUNTY WATER AGENCY**

**9:20 A.M. YUBA COUNTY HOUSING AUTHORITY**

**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 Vasquez

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. Community Development and Services

1. (399-14) Approve caretaker agreements for Hammon Grove Park with Wesley Dale Everett; and for Sycamore Ranch with Rodney F. Drumm and Laura D. Kellogg, and authorize Chair to execute.
2. (400-14) Award 2014 Maintenance of Various County Roads Hot Mix Asphalt Overlay project to apparent low bidder, DeSilva Gates Construction, and authorize Chair to execute contract upon review and approval of Counsel.
3. (401-14) Approve contract change order for State Route 70 at Feather River Boulevard Interchange project.
4. (402-14) Approve Amendment No. 2 to agreement with Parsons Brinckerhoff for the North Beale Road Complete Streets Design and authorize Chair to execute.
5. (403-14) Award contract to apparent low bidder, for the 2014 Maintenance of Various County Road Double Chip Seal, and authorize Chair to execute upon review and approval of Counsel.

B. Emergency Services

1. (404-14) Adopt resolution proclaiming the continued existence of ongoing local drought emergency in County.
2. (405-14) Adopt resolution authorizing the Yuba County Sheriff's Department, Health and Human Services, and Office of Emergency Services to execute a Memorandum of Understanding with Beale Air Force Base for the purpose of coordinating the Strategic National Stockpile; and approve Memorandum of Understanding with 9th Reconnaissance Wing, Beale Air Force Base for same, and authorize Chair to execute.

C. Human Resources and Organizational Services

1. (406-14) Approve Master Labor Agreement with Yuba County Employees' Association, incorporating Bargaining Unit 2's acceptance of the agreement, and authorize Chair to execute.

D. Probation

1. (407-14) Approve community recidivism reduction grant and authorize Chair to sign letter of interest.

IV. **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.

V. **COUNTY DEPARTMENTS**

A. Community Development and Services

1. (408-14) Adopt resolution authorizing Yuba County Community Development and Services Agency Director or his designee to complete the purchase of APN 005-260-003 to be integrated into Sycamore Ranch Park and execute all documents needed for completion of purchase and reuse as a park including disposition of existing mobile home and structures.
2. (384-14) Receive update on Olivehurst Public Utilities (OPUD) water rate increase and determine whether to file protest on County-owned properties. (Continued from August 26, 2014)

VI. **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. (409-14) 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 1646 Second Avenue, Olivehurst, Mohammad A. Kahn, in the amount of \$12,789.84. (Ten minute estimate)
- B. (389-14) Ordinance - Hold public hearing, waive reading, and adopt ordinance adding Chapter 7.09, Gray Water Systems to the Yuba County Ordinance Code. (Second Reading - Continued from August 26, 2014). 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. (Continued from August 26, 2014) (Ten minute estimate)

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

- A. (410-14) Three notices from State of California Fish and Game Commission regarding proposed regulatory action relating to the Code of Regulations pertaining to federal ground fish and associated species, and Sport Fishing regulations; and a Notice of Findings regarding the Northeastern Pacific white shark.
- B. (411-14) Notice from HDR Inc. enclosing Draft Initial Study / Mitigated Negative Declaration prepared for Yuba County Water Agency on Log Cabin Diversion Dam Apron Curtain Repair Project.
- C. (412-14) Notice from Yuba County Auditor enclosing Independent Audit of the financial records for Dobbins-Oregon House Fire Protection District for year ending June 30, 2013.

VIII. **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.

IX. **CLOSED SESSION:**

- A. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim

- B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Public Guardian
- C. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations – DDAA, Confidential, Unrepresented, Management
- D. Personnel pursuant to Government Code §54957.6(a) - Labor Relations

X. **ADJOURN**

- 9/8/2014 3:30 P.M.      Tri-County Juvenile Rehabilitation Facility Oversight Committee - (Supervisor Vasquez - Alternate Supervisor Nicoletti)**  
1. Introductions and Roll Call  
2. Election of Chair and Vice Chair  
3. Establish meeting schedule  
4. Receive update of Tri County Regional Juvenile Rehabilitation Facility  
5. Adjourn
- 9/9/2014 - 5:00 P.M.      Wheatland City/County Liaison Committee - CANCELLED**  
**Wheatland City Hall**  
**111 C Street**  
**Wheatland, California**
- 9/12/2014 - 11:00 A.M.      Olivehurst Public Utility District/County Liaison Committee**  
**Yuba County Government Center**  
**Conference Room Four**  
**915 Eighth Street**  
**Marysville, CA 95901**

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.

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Yuba County Housing Authority



**HOUSING AUTHORITY COMMISSION  
BOARD OF SUPERVISORS CHAMBERS  
915 8TH STREET, MARYSVILLE  
September 9, 2014 at 9:20 A.M.**

**AGENDA**

- I. CALL TO ORDER**
  
- II. ROLL CALL**
  - Commissioner Abe
  - Commissioner Griego
  - Commissioner Nicoletti
  - Commissioner Stocker
  - Commissioner Vasquez
  
- III. CONSENT ITEMS**
  - A. Approve Minutes – August 12, 2014
  - B. SEMAP Submittal to HUD
  
- IV. NEW BUSINESS**
  - A. Regionalization of Housing Authority
  
- V. ADJOURNMENT**

**MINUTES**  
**YUBA COUNTY HOUSING AUTHORITY COMMISSION**  
**August 12, 2014**

The meeting of the Yuba County Housing Authority Commission was called to order by Commissioner Griego in the Yuba County Board of Supervisors Chambers, Yuba County Government Center Marysville, California with a quorum being present as follows: Commissioners Abe, Griego, Stocker, Nicoletti, and Vasquez. Commissioner Carson-Rose was absent.

**CONSENT ITEMS**

After a brief summary of the May 20, 2014 minutes and the CSBG grant application by Wendy Hartman, Commissioner Nicoletti made a motion to approve the consent agenda. Commissioner Abe seconded the motion and the motion carried unanimously (5-0).

**New Business**


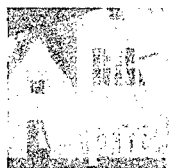
The Director of Planning, Wendy Hartman, indicated that discussions regarding the merger with the Regional Housing Authority of Sutter and Nevada Counties (RHASNC) was moving forward and that more information would be presented at the budget hearings.

**ADJOURNMENT**

There being no further business, Commissioner Griego adjourned the meeting.

\_\_\_\_\_, Chair

\_\_\_\_\_, (Director/Secretary)

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Hartman  
(MRU275)

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### Submit Certification

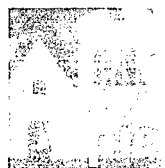
Field Office: 9APH SAN FRANCISCO HUB OFFICE

Housing Agency: CA107 YUBA COUNTY HOUSING AUTHORITY

PHA Fiscal Year End: 6/30/2014

This SEMAP certification has been submitted. The PHA will be able to view their Initial Rating Profile in 24 Hours.

OK

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Hartman  
(MRU275)**

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**Submit Certification**

Field Office: **9APH SAN FRANCISCO HUB OFFICE**

Housing Agency: **CA107 YUBA COUNTY HOUSING AUTHORITY**

PHA Fiscal Year End: **6/30/2014**

**Submit Certification.**

The assessment has been successfully validated. The Executive Director may now submit the assessment.

Executive Director's Certification Statement:

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubts on the PHA's capacity to administer Section 8 rental assistance and accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Certification Sign-off Date: **8/14/2014**

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**Wendy  
Hartman  
(MRU275)**

**PIC Main**

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Field Office: **9APH SAN FRANCISCO HUB OFFICE**

Housing Agency: **CA107 YUBA COUNTY HOUSING AUTHORITY**

PHA Fiscal Year End: **6/30/2014**

OMB Approval No. 2577-0215

### SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

**Check here if the PHA expends less than \$300,000 a year in federal awards** ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

#### Performance Indicators

##### 1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

**PHA Response** ☒ Yes ☐ No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

**PHA Response** ☒ Yes ☐ No

##### 2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar

unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

**PHA Response** ☒ Yes ☐ No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

**PHA Response** ☒ At least 98% of units sampled ☐ 80 to 97% of units sampled  
☐ Less than 80% of units sampled

### 3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

**PHA Response** ☒ At least 90% of files sampled ☐ 80 to 89% of files sampled  
☐ Less than 80% of files sampled

### 4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

**PHA Response** ☒ Yes ☐ No

### 5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

**PHA Response** ☒ Yes ☐ No

### 6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

**PHA Response** ☒ At least 98% of cases sampled ☐ Less than 98% of cases sampled

### 7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))  
Applies only to PHAs with jurisdiction in metropolitan FMR areas



Check here if not applicable ☐

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

**PHA Response** ☒ Yes ☐ No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

**PHA Response** ☒ Yes ☐ No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

**PHA Response** ☒ Yes ☐ No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

**PHA Response** ☒ Yes ☐ No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

**PHA Response** ☒ Yes ☐ No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

**PHA Response** ☒ Yes ☐ No

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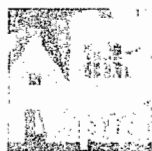
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Wendy  
Hartman  
(MRU275)

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Field Office:

9APH SAN FRANCISCO HUB OFFICE

Housing Agency:

CA107 YUBA COUNTY HOUSING AUTHORITY

PHA Fiscal Year End:

6/30/2014

SEMAP

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## SEMAP CERTIFICATION (Page 2)

## Performance Indicators

**8 Payment Standards(24 CFR 982.503)**

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response ☒ Yes ☐ No

FMR Area Name YUBA COUNTY

FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR 526      1-BR FMR 634      2-BR FMR 812      3-BR FMR 1173      4-BR FMR 1389

PS      474      PS      571      PS      731      PS      1056      PS      1251

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

**9 Timely Annual Reexaminations(24 CFR 5.617)**

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response ☒ Yes ☐ No**10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)**

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response ☒ Yes ☐ No**11 Pre-Contract HQS Inspections(24 CFR 982.305)**

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response ☒ Yes ☐ No**12 Annual HQS Inspections(24 CFR 982.405(a))**

The PHA inspects each unit under contract at least annually (24 CFR 982.405(a))

PHA Response ☒ Yes ☐ No**13 Lease-Up**

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response ☒ Yes ☐ No**14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)**

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☒

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.) \_\_\_\_\_

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank) \_\_\_\_\_

b. Number of FSS families currently enrolled \_\_\_\_\_

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA \_\_\_\_\_

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable ☒

PHA

Response ☐ Yes ☐ No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA \_\_\_\_\_

#### 15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response ☐ Yes ☐ No

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

**DATE:** September 9, 2014

**TO:** YUBA COUNTY HOUSING AUTHORITY COMMISSIONERS

**FROM:** Wendy W. Hartman, Director of Planning, Housing & Community Services

**SUBJECT:** Regionalization of the Housing Authority

### **Recommendation:**

It is recommended that the Yuba County Housing Authority (YCHA) Board of Commissioners approve the resolution to transfer administration of the Section 8 Housing Choice Voucher Program and Family Self Sufficiency Program to the Regional Housing Authority of Sutter and Nevada Counties (RHASNC).

### **Background:**

As discussed at previous meetings, the amount of funding to cover the administration of various housing and community service programs continues to be reduced while the cost for administering the programs continues to increase. In addition, the regulations for administering these programs frequently changes and the level of documentation and reporting continues to increase in both the amount and complexity of the reporting. After the retirement of the previous Housing Manager, we were unsuccessful in finding a candidate with existing knowledge and experience in administering Department of Housing and Urban Development (HUD) or Housing and Community Development (HCD) programs. Currently we are contracting with the RHASNC to provide assistance to CDSA in oversight of these programs. However, this is a short term solution.

### **Discussion:**

In the past few months that we have contracted with the RHASNC, they have demonstrated that they have adequate staff with the skill set necessary to effectively administer the full range of HUD and HCD programs. In addition to operating a Section 8 Housing Choice Voucher Program for the counties of Sutter, Nevada, and Colusa they also operate and manage several public housing projects. Regionalization will not only reduce administration costs (only one executive director versus one for each county), it provides the ability to have staff that specialize in key areas of administering the programs such as but not limited to finance and reporting, eligibility, inspections, and family self sufficiency. Some of the benefits of regionalization to our low income

residents include the ability to utilize a Section 8 voucher anywhere within the boundaries of the Regional Housing Authority and access to public housing in addition to vouchers.

HUD has also recognized the importance of regionalization to reduce administration costs and has consolidated many of its local offices. HUD has also issued several notices regarding the transfer or consolidation of public housing agencies or programs. The most recent notice (PIH 2012-11) provides a streamlined process for the consolidation of Housing Choice Voucher Programs (see Attachment 3). HUD has indicated that transfers shall have an effective date of either January 1<sup>st</sup> or July 1<sup>st</sup>. Given that we currently do not have a dedicated Housing Manager and contract services along with existing staff expenses will exceed administrative funds from HUD we are recommending that consolidation occur by January 1, 2015.

Based on the above information and past discussion with the Housing Authority Commission and Board of Supervisors, staff submitted a joint letter with the RHASNC to HUD indicating our intentions to consolidate into one Regional Housing Authority (see Attachment 2). Based on the guidelines provided by HUD in PIH 2012-11, we must submit formal notification to HUD at least 90 days prior to the effective date of the transfer. Therefore staff is requesting that the Housing Authority Commission adopt the attached resolution formalizing the request to HUD. If approved, staff will then begin working on a Memorandum of Understanding between Yuba County and RHASNC that will discuss items such as but not limited to representation on the Regional Housing Authority Board, use of the County's 449 vouchers, and transfer of any assets. CDSA staff will also be working with the RHASNC and Yuba County Human Resources Department regarding placement opportunities for the Yuba County Housing Authority staff.

### **Fiscal Impact:**

There is no impact to the General Fund. In addition regionalization will reduce staff time and resources of other CDSA departments in the oversight and administration of these programs, thus resulting in a minor cost savings to these departments.

### **Attachments:**

1. Resolution
2. Joint Letter to HUD
3. HUD Notice PIH2012-

**BEFORE THE YUBA COUNTY HOUSING AUTHORITY COMMISSION**

**RESOLUTION TRANSFERRING ADMINISTRATION OF THE YUBA COUNTY  
PUBLIC HOUSING AUTHORITY SECTION 8 – HOUSING CHOICE VOUCHER  
PROGRAM TO REGIONAL HOUSING AUTHORITY OF SUTTER & NEVADA  
COUNTIES (RHASNC).**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, pursuant to Health and Safety Code Section 34200 et seq, the Yuba County Housing Authority desires to transfer and permanently divest itself of its entire Section 8 Housing Choice Voucher allocation of 449 vouchers including administration of the County's Family Self Sufficiency Program; and

**WHEREAS**, the Regional Housing Authority of Sutter and Nevada Counties (RHASNC) currently administers a Section 8 Housing Choice Voucher Program for the counties of Sutter, Nevada, and Colusa and can accommodate an increment of an additional 449 vouchers and administration of the Family Self Sufficiency Program; and

**WHEREAS**, the RHASNC commits to provide the widest housing choice to all member jurisdictions by respecting market demand within an approved preference and priority voucher allocation plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Housing Authority Commission finds:

1. Due to reductions in funding for housing and community service programs, increased staffing costs, and lack of candidates with existing HUD and HCD program management knowledge to oversee existing programs it is not economically sustainable to continue to administer these programs;
2. It makes economic and programmatic sense to continue to develop regional solutions for rural areas; and,
3. Regionalization of the Housing Choice Voucher Program with the RHASNC will provide our low income residents with more housing options.

**BE IT FURTHER RESOLVED** that effective January 1, 2015, or such date as approved by the Department of Housing and Urban Development (HUD), the Yuba County Housing Authority Board of Commissioners hereby permanently divests itself of and transfers 449 Housing Choice

Vouchers to RHASNC as prescribed in a Memorandum of Understanding between Yuba County Housing Authority and RHASNC.

**PASSED AND ADOPTED**

,by the Yuba County Housing Authority

Commission, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chair, Yuba County Housing Authority

ATTEST:

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Wendy W. Hartman, Executive Director/Secretary

APPROVED AS TO FORM:

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Angil Morris-Jones, County Counsel


**Regional Housing Authority of Sutter and Nevada Counties**

1455 Butte House Road, Yuba City, CA 95993

Phone: (530) 671-0220, Toll Free: (888) 671-0220

TTY: (866) 735-2929, Fax: (530) 673-0775

 Website: [www.rhasnc.org](http://www.rhasnc.org)

August 19, 2014

Miguel Correa, Director  
 Public and Indian Housing  
 Department of Housing and Urban Development  
 600 Harrison Street, 3<sup>rd</sup> Floor  
 San Francisco, CA 94107-1300

Dear Mr. Correa:


This letter represents a joint request of the Regional Housing Authority of Sutter & Nevada Counties and Yuba County Housing Authority to transfer administration of the Housing Choice Voucher Program from the County of Yuba (CA 107) to the Regional Housing Authority of Sutter & Nevada Counties (CA048).

The County of Yuba desires to terminate its contract with HUD and the Regional Housing Authority of Sutter & Nevada Counties desires to enter into an agreement with HUD to directly administer the Yuba County Housing Choice Voucher allocation within Yuba County.

We understand, after discussion with our HUD representative, that this letter of request is the first action needed to begin the process. Please advise on what further actions are needed to accomplish the program transfer.

Thank you for your assistance.

Sincerely,

  
 Linda J. Nichols  
 Executive Director

1455 Butte House Road  
 Yuba City, CA 95993

[l.nichols@rhasnc.org](mailto:l.nichols@rhasnc.org)  
 530-671-0220 ext. 119



Wendy Hartman  
 Director of Planning, Housing & Community Services

915 8<sup>th</sup> Street, Suite 130  
 Marysville, CA 95901

[whartman@co.yuba.ca.us](mailto:whartman@co.yuba.ca.us)  
 530-749-5470





**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

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**Special Attention:**

Housing Choice Voucher Program  
Administrators; Public Housing  
Field Office Directors; Section 8  
Financial Management Center

**NOTICE PIH 2012-11 (HA)**

Issued: February 15, 2012

Expires: Effective until amended, superseded,  
or rescinded

## Cross References:

Notice PIH 2010-39 (HA)

Notice PIH 2007-6 (HA)

Notice PIH 2001-25 (HA)

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**Subject: Process for Public Housing Agency Voluntary Transfers and Consolidations of Housing Choice Vouchers, Five-Year Mainstream Vouchers, Project-Based Vouchers and Project-Based Certificates**

**1. Applicability.** This notice applies to public housing agencies (PHAs) that administer the Housing Choice Voucher (HCV), Project-Based Vouchers (PBV) and/or Project-Based Certificates/(PBC) and Five-Year Mainstream (MS5) programs. This notice does not cover the public housing program or the Section 8 Moderate Rehabilitation program. Please note that MS5 vouchers have not been included in prior notices; however, these vouchers are now included in HCV funding appropriations, but are still reported separately under section 14.879 (Mainstream Vouchers) of the Catalog of Federal Domestic Assistance.

**2. Purpose.** The purpose of this notice is to clarify the circumstances under which HUD will consider a **voluntary transfer** or **consolidation** of budget authority (including net restricted assets (NRA), unrestricted net assets (UNA) and other capital assets) and corresponding baseline units for the HCV program (including PBVs, PBCs and MS5) from the divesting PHA's Consolidated Annual Contributions Contract (CACC) to the receiving or consolidating PHA(s)' CACC. In a **voluntary transfer** one PHA's identifying number and CACC remains intact. In a **consolidation**, both or all of the PHAs' names, CACCs and identifying numbers will be permanently terminated and replaced by a new PHA with a new name, identifying number and CACC.

This notice also explains the process and procedures associated with such a transfer or consolidation. Sections 3 through 14 address the HCV and MS5 programs. Special additional provisions for transfers of PBVs and PBCs are addressed in Section 15.

**3. Eligibility for HCV Transfers and Consolidations.** All transfers and consolidations will be permanent and for the entire balance of one PHA's HCV program to one or more receiving PHAs. The transfer or consolidation must be between PHAs within the same metropolitan area, within the same non-metropolitan county, or within the same state where the HCV program administration is voluntarily shifted from a city or county PHA to its state PHA or from a state PHA to one or more of its county or city PHAs. All the divesting and receiving or consolidating PHAs are bound by fair

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housing requirements, including the responsibility to affirmatively further fair housing and to reduce racial and national origin concentrations. No transfers may be permitted to a PHA with a troubled Section 8 Management Assessment Program (SEMAP) performance designation, nor may transfers be permitted where a receiving PHA has failed to comply with corrective action plans to address financial or program audit findings related to the HCV program.

**4. Exceptions to Eligibility for HCV transfers.** The Department will consider approving voluntary partial transfers only in the following cases: (1) the transfer is for the purpose of developing PBV units in an area of low poverty concentration; (2) the transfer is to a state or regional PHA; or (3) for a compelling business reason. These exceptions do not apply to consolidations.

**5. Application Process for Transfers and Consolidations.** At least 90 days before the requested effective date of the voluntary transfer or consolidation both the divesting and receiving PHAs must submit letters to their respective field offices indicating agreement upon the part of the PHAs of the transfer or consolidation and the date upon which the PHAs would like the transfer to occur. All transfers must have an effective date of either January 1<sup>st</sup> or July 1<sup>st</sup> of a given calendar year (CY); however, HUD will determine whether there are compelling business reasons to make an exception to this requirement. **No transfers or consolidations may be retroactive.** The letters must be signed by their respective Executive Directors with an accompanying board resolution. If the PHA is a unit of local government, the appropriate authorized official must sign the letter.

**6. Renewal and Administrative Fee Funding Amounts for Units Transferred or Consolidated and Equity Balances.** At the time of the transfer or consolidation, the divesting PHA(s) must transfer to the receiving PHA(s) the total budget authority on hand and accumulated NRA and UNA to ensure the latter has enough funding to continue operations uninterrupted. If the divesting PHA(s) owes money to HUD (such as NRA used for other purposes), these funds must be paid prior to the transfer from the PHA's non-federal funds or available UNA. When neither is available, and compelling reasons exist to ensure uninterrupted housing assistance to families, the transfer or consolidation will be processed. Funds owed to HUD include executed repayment agreements and audit findings involving money due for which a management decision has not yet been rendered. Forgiveness of amounts due to the Department must be approved pursuant to the Audits Management System Handbook 2006.06, paragraph 5-7.B.3. No receiving PHA/s will be responsible for a divesting PHA's debts.

Administrative fees earned by the divesting PHA(s) and/or HAP funds disbursed to the divesting PHA(s) during the months not yet reconciled by the time of the transfer or consolidation (whether an underpayment owed to the PHA or an overpayment owed HUD), will be provided (or offset) to the receiving or consolidating PHA(s) based on the divesting PHA(s)' rates. For subsequent years the renewal funding and administrative fee calculations will be considered based on the receiving or consolidating PHA's eligibility and leasing reported, respectively, subject to the mandates of the Appropriations Bill for that year.

**7. Special Purpose Vouchers.** Any special purpose vouchers (HUD-Veterans Affairs Supportive Housing (VASH); Family Unification Program (FUP); Non-Elderly Disabled (NED) and Five-Year Mainstream (MS5 ) vouchers) must be maintained and accounted for as such by the receiving PHA(s) or consolidating PHA.

**8. Recommendation to Headquarters.** No later than 30 days after the receipt of the documents referenced in section 5 of this notice, the field office will complete its review of the transfer or

consolidation documents. If the field office determines that the request is unacceptable, the Public Housing Director will submit a written notice to the PHA. If the field office determines that the request is acceptable, the Public Housing Director will prepare a memorandum to the Housing Voucher Financial Management Division Director with the following information:

- (1) name and code of the divesting and receiving or consolidating PHA(s);
- (2) the requested effective date of the transfer or consolidation;
- (3) the number of HCVs that will be divested to each receiving PHA or combined into the new consolidated PHA;
- (4) the number of special purpose vouchers by category (HUD-VASH, FUP, NED and MS5) that will be divested to each receiving PHA or combined into the new consolidated PHA. If the Public Housing Director does not have information on the number of special purpose vouchers of the divesting PHA(s), he or she may contact Miguel Fontanez-Sanchez, Director of the Financial Management Division, by email or by phone at 202-402-4212.

The field office will consider a number of factors in determining whether to recommend approval of the transfer to the receiving PHA(s) or consolidation including:

- (1) the receiving or consolidating PHAs' most recent SEMAP performance designation;
- (2) under utilization based on the receiving or consolidating PHAs' SEMAP leasing indicator regardless of performance;
- (3) outstanding debts to HUD and the status of the divesting, receiving or consolidating PHAs' repayment; and
- (4) estimated NRA and UNA balances as of the latest audited Financial Assessment Subsystem (FASS) submission, and restricted cash and investments for all divesting or consolidating PHAs as determined by the field office.

Finally, all transfers and consolidations are considered permanent. PHAs will not be able to decouple from the transferred or consolidated entity to reinstate a former program or PHA.

**8. Approval Notification.** Once Headquarters has approved the transfer or consolidation, the Public Housing Field Office and Financial Management Center (FMC) Director will be notified. The Public Housing Field Office Director will notify the respective PHAs of the approved transfer or consolidation of HCV budget authority and units. The FMC will prepare and transmit the requisite amendments to the CACC of all affected PHAs including a new CACC in the case of a consolidation.

**9. Owner and Tenant Notification.** No later than 30 days after approval notification, the receiving or consolidated PHA must notify owners and participants of the transfer.

**10. HAP Contracts.** No later than at the family's next annual recertification, new HAP contracts must be executed with the existing owners reflecting the name of the receiving or consolidated PHA. No other changes to the HAP contracts will be required.

**11. Receiving or Consolidated PHA Management Responsibilities.** At the time of the family's next annual recertification, the receiving or consolidated PHA may apply its occupancy and subsidy standards and any other applicable administrative policies. However, if the payment standards of the receiving or consolidated PHA are lower than those of the divesting PHA(s), the receiving or consolidated PHA must maintain the higher payment standard for the family until its second annual reexamination in accordance with 24 CFR § 982.505(c). In addition, the receiving or consolidating

PHA must honor all reasonable accommodation waivers and exceptions. If there are issues with the reasonable accommodation waivers or exceptions, they should be addressed with the field office.

**12. Public Housing Information Center (PIC) Data.** Headquarters will complete the transfer or consolidation of all Family Reports (form HUD-50058) in PIC so that all affected families will be recorded under the receiving PHA's code or consolidated PHA's new code with the last action code (field 2a on the Family Report) that was entered by the divesting PHA.

**13. Voucher Management System (VMS) Data Entry.** Starting with the effective date of the transfer or consolidation, the receiving or consolidated PHA will begin including the transferred or consolidated units for the applicable month in its next VMS submission. Conversely, the divesting PHA(s) will stop including any divested units starting with the effective month of the transfer.

**14. HUD Self-Reported Systems.** PHAs that are transferring or consolidating will be responsible for submitting their individual financial statements through VMS, PIC, FASS, and other self-reported HUD systems for periods prior to the effective date of the transfer or consolidation.

**15. PBV and PBC Units.** All provisions in sections 1 through 14 will apply. However, PBV and PBC HAP contracts must be executed as soon as possible between the receiving or consolidated PHA and the owner with the expiration date and all terms and conditions unchanged. The field office will consider whether the receiving or consolidated PHA has the capacity to manage assistance under the PBV and PBC programs.

**16. Information Contact.** Inquiries about this Notice should be directed to your field office Public Housing Director or Financial Management Center representative.

**17. Paperwork Reduction Act.** The information collection requirements contained in this document have been submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1955 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0169. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

\_\_\_\_\_/s/\_\_\_\_\_  
Sandra B. Henriquez,  
Assistant Secretary for Public and Indian Housing



*CONSENT*  
*AGENDA*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



**BUILDING** 399-14  
749-5440 • Fax 749

**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

**To:** Board of Supervisors

**From:** Michael Lee, Director of Public Works 

**Subject:** Hammon Grove Park and Sycamore Ranch Caretaker Agreements

**Date:** September 9, 2014

### *Recommendation*

Approve the Hammon Grove Park Caretaker Agreement with Wesley Dale Everett and the Sycamore Ranch Caretaker Agreement with Rodney F. Drumm and Laura D. Kellogg, each for the term of one year.

### *Background*

Since May 27<sup>th</sup>, 2008, Mr. Everett has satisfactorily served in the capacity of the Hammon Grove Caretaker. During that time, he has become an asset to the County by keeping a watchful eye over the park and has been diligent in his duties to maintain the aesthetic integrity of the premises. In recent years, his duties expanded to include Sycamore Ranch, where he now resides as the caretaker of both facilities. Mr. Everett takes much pride in his position and is ambitious in helping the County with its endeavor to improve the overall experience at Hammon Grove and Sycamore Ranch. Mr. Everett has proven his value over the years, and he has expressed his wish to continue in the caretaker roll.

### *Discussion*

Due to a recent injury limiting Mr. Everett's mobility, it was agreed that it was better if Mr. Everett returned to caretaking primarily for Hammon Grove Park, with the County seeking an additional caretaker for Sycamore Ranch.

Rodney F. Drumm and Laura D. Kellogg have been operating as interim caretakers since Mr. Everett suffered his injury. They have done an outstanding job, and as a result we offered the Sycamore Ranch Caretaker position to them. Each will cover the other's duties in their absence.

### *Committee Action*

The Land Use and Public Works Committee was bypassed as the terms of the agreements were previously approved by your Board.

### *Fiscal Impact*

The Hammon Grove/Sycamore Ranch caretakers are voluntary positions and do not provide financial compensation. The County will continue to recognize a significant cost savings by not having to pay overtime to employees for opening and closing the parks daily. There is a \$100/month fuel stipend paid to the Sycamore Ranch caretaker.

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## CARETAKER MAINTENANCE AGREEMENT HAMMON GROVE PARK

This Caretaker Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **WESLEY DALE EVERETT**, an independent contractor, (hereinafter referred to as "CARETAKER"), this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Hammon Grove:

That portion of the north ½ of Section 22, Township 16 north, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S. 74d 10' 50" W. 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S. 88d 39' 04" E. with a radius of 4450 feet, through an angle of 3d 20' 34" a distance of 259.62 feet (the chord of which bears S. 86d 58' 47" E. 259.61 feet); thence along the southerly right of way line of said State Highway S. 85d 18' 30" E. 766.98 feet; thence S. 23d 51' 15" W. 74.98 feet; thence S. 52d 02' 45" W. 559.05 feet; thence S. 69d 12' 30" N. 309.70 feet; thence N. 23d 41' 30" W. 653.92 feet to the point of beginning, containing 7.87 acres more or less.

WHEREAS, COUNTY has leased in the past, intends to lease in the future, and ultimately intends to acquire title from the United States Bureau of Land Management, the following real property situated in the County of Yuba, State of California, and more particularly described as follows:

Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997.

For purposes of this Agreement, both of the above parcels are referred to as the "Park Property."

WHEREAS, said Park Property is devoted to and held for ultimate use for park and recreation purposes; and, thus, County is empowered under the provisions of Section 25536 of the California Government Code to enter into management and operation agreements involving all or any portion of said property without complying with the provisions of Title 3, Division 2, part 2, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS, COUNTY desires to protect the Park Property from vandalism and theft and desires to enhance the park for recreational purposes for the benefit of the public; and

WHEREAS, CARETAKER'S presence on the Park Property will further the purpose of enhancing the park for recreational purposes for the benefit of the public and the County will provide provisions rent free for the CARETAKER to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

## **TERMS AND CONDITIONS**

### **1. CONDITION OF AGREEMENT**

This Agreement is subject to the provisions of that certain deed, dated March 1, 1948, executed by Yuba Consolidated Gold Fields, conveying title of the Park Property to County which requires the COUNTY to use the Park Property solely for recreational purposes for the benefit of the public. COUNTY AND CARETAKER hereby warrant that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and CARETAKER agrees to use the Park property consistent therewith.

This Agreement is further subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of Hammon Grove Park, and CARETAKER warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

### **2. TERM OF AGREEMENT**

The term of this Agreement shall continue in effect from the date hereinabove written for a period of 1 YEAR. COUNTY grants to CARETAKER an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for an additional 1 YEAR. In the event CARETAKER desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, CARETAKER fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and CARETAKER are unable to agree upon the terms, conditions, and consideration for the renewal period at least 30 DAYS prior to expiration of the initial term, then the option shall be null and void.

In the event the lease between the Bureau of Land Management and the County of Yuba is canceled or otherwise terminated and the COUNTY does not acquire title to the leased property, then this Agreement shall remain in effect only with respect to property owned by the County of Yuba.

### **3. CONSIDERATION**

Caretaker shall receive no financial compensation from County as a result of this agreement.

A. CARETAKER shall provide the following described services upon the Park Property:

1. Caretaker must be 21 years of age or older and reside on the premises with no more than 1 additional person. If an additional person resides with Caretaker,

that additional person must be at least 21 years of age. Caretaker to provide a self-contained recreational vehicle no longer than 40 feet and no wider than 9 feet and said vehicle shall be properly registered and insured. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.

2. Caretaker shall provide their own transportation at no expense to the County in the performance of the duties required. All vehicles used by Caretaker shall be properly registered and insured.
3. Open the park daily thirty (30) minutes before sunrise and close the park no later than thirty (30) minutes after sunset.
4. Maintain toilet facilities daily to assure cleanliness and adequate hygiene supplies.
5. Water grass areas and trees per watering schedule.
6. Post park reservation schedules.
7. Maintain watchful care over the park property, buildings and equipment and contact the appropriate police, fire protection agency, and/or Yuba County authorities when the need arises.
8. Check and clean park daily.
9. Empty trash receptacles as necessary
10. Maintain presentable personal appearance during open park hours and when in contact with the public. Caretaker will wear a shirt, pants (or shorts), footwear and nametag (to be worn during open park hours).
11. Perform the duties of Rodney Drumm and Laura Kellogg, the caretakers for Sycamore Ranch, in their absence.

B. COUNTY shall provide the following described services and materials to the CARETAKER upon the Park Property for the execution of his/her duties as detailed above:

1. Recreational vehicle facilities for the caretaker to include a paved auto parking area at Hammon Grove Park, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer and 110-volt electrical hookups.

2. Supplies necessary to keep the restrooms clean, trash bags for receptacles.
3. Phone for caretakers use, local access only and an answering machine for messages.
4. High speed internet access to accommodate email correspondence with the office.
5. Caretaker nametag.

#### 4. INSURANCE

Prior to rendering services provided by the terms and conditions of this Agreement, COUNTY shall acquire and maintain during the term of this Agreement, general liability insurance coverage for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicle(s) and trailer. The limits of insurance herein shall not limit the liability of the CARETAKER hereunder.

4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicle(s) and trailer. Coverage shall be at least as broad as:

a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.

b. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage's.

- (i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the CARETAKER; and with respect to liability arising out of work or operation performed by or on behalf of the CARETAKER; including materials, parts or equipment furnished in connection with such work

or operations. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

- (ii) The CARETAKER'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the CARETAKERS insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.
- (iv) The insurance policy required by this clause shall be endorsed to state that the CARETAKER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

4.4 ACCEPTABILITY OF INSURERS. CARETAKER'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self insure for general liability exposure.

#### 4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CARETAKER shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be

declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials, employees and volunteers; or, the CARETAKER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### 4.8 VERIFICATION OF COVERAGE.

a. CARETAKER shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before CARETAKER may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

b. CARETAKER shall not reside on Park Property under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CARETAKER has delivered the certificate(s) of insurance and endorsements(s) to COUNTY as previously described. If CARETAKER shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CARETAKER to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CARETAKER shall be for a period of time sufficient to cover the term of the Agreement. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CARETAKER will deliver to COUNTY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

#### 5. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by CARETAKER shall become the sole and exclusive property of COUNTY on termination of this Agreement. Any alterations or improvements shall be done at the expense of the CARETAKER and are permitted only with the prior written consent and approval by the COUNTY of plans and specifications submitted by CARETAKER. No allowance will be granted by COUNTY for CARETAKER'S costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

CARETAKER shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

## 6. MAINTENANCE

CARETAKER shall maintain all property situated on the Park Property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, CARETAKER shall surrender the premises in good and sanitary conditions, excepting reasonable wear and tear.

## 7. USE OF PREMISES

The Park Property shall be used, occupied and conducted exclusively as and for a public park. CARETAKER agrees not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws, rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

## 8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

## 9. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CARETAKER and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CARETAKER shall not be for any purpose of this Agreement, an employee, agent, or representative of COUNTY. The following shall apply under this Agreement:

A. CARETAKER shall determine the method, details and means of performing the services to be provided by CARETAKER as described in this Agreement.

B. CARETAKER shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CARETAKER in fulfillment of the services to be provided by CARETAKER.

C. CARETAKER is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CARETAKER with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D. CARETAKER shall not be entitled to have the COUNTY withhold or pay and COUNTY shall not withhold or pay, on behalf of the CARETAKER, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided

by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

E. CARETAKER shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees

F. COUNTY shall not withhold or pay, on behalf of CARETAKER, any federal, state or local tax, including, but not limited to, any personal income tax, owed by CARETAKER.

G. CARETAKER shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY or any of COUNTY'S departments, agents, or employees in any way without the written consent of the COUNTY.

#### 10. POSSESSORY INTEREST

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. For all purposes of compliance by COUNTY with the provisions of the California Revenue and Taxation Code, 107.6, this recital shall be deemed full compliance by the County of Yuba. All questions of initial determination of possessory interest and evaluation of such interests, if any, shall be the responsibility of the Yuba County Assessor. A taxable possessory interest may be created by this Agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

#### 11. TAX LIABILITY

CARETAKER agrees to pay all federal and state employment, income, or other taxes which may arise as a result of this Agreement, and to indemnify the COUNTY in the event COUNTY is found liable for payment of any such tax on behalf of CARETAKER.

#### 12. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of COUNTY. Any attempted assignment in violation of this paragraph is void. The use of a subcontractor or assignee shall not relieve CARETAKER of any of its obligations under this Agreement and CARETAKER shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

#### 13. HOLD HARMLESS

CARETAKER 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 CARETAKER, in the performance of services rendered under this Agreement by CARETAKER, or any of CARETAKER'S officers, agents, employees, contractors, or subcontractors.

#### 14. NATURAL DISASTERS

CARETAKER acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CARETAKER or CARETAKER'S property resulting from such disasters.

#### 15. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may terminate this Agreement forthwith, and CARETAKER shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

#### 16. TERMINATION

The COUNTY, in its sole discretion, may terminate this Agreement without cause and require the removal of the CARETAKER from park property upon ten (10) days written notice.

#### 17. NON-DISCRIMINATION

Throughout the duration of this Agreement, CARETAKER shall not unlawfully discriminate against any employee of the CARETAKER or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CARETAKER 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. CARETAKER 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. CARETAKER shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CARETAKER shall give written notice of its obligations under this clause in any labor agreement. CARETAKER shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

#### 18. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CARETAKER 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, members of the public, or recipients of services.

#### 19. 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.

#### 20. COMPLETENESS OF INSTRUMENT

This Agreement 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.

#### 21. SUPERSEDED 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.

#### 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.

#### 23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective 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.

#### 24. PARTIAL INVALIDITY

If any term, covenant, phrase, 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.

## 25. 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.

## 26. CONTROLLING LAW

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

## 27. 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.

## 28. CONFLICT OF INTEREST

Neither an employee of COUNTY whose position with 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 CARETAKER herein, or have any other direct or indirect financial interest in this Agreement.

## 29. NOTICES

All notices and demands of any kind which either Party may require or desire to service 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:

COUNTY:

Michael Lee, Director of Public Works  
County of Yuba Public Works Department  
915 8<sup>th</sup> Street, Suite 125  
Marysville, CA 95901

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

CARETAKER:

Wesley Dale Everette  
Hammon Grove Park  
5560 Highway 20  
Browns Valley, CA 95918

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

COUNTY OF YUBA

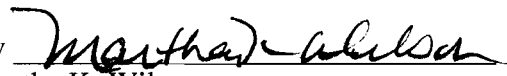
CARETAKER

By \_\_\_\_\_,  
Chair

  
Wesley Dale Everett

Yuba County Board of Supervisors


INSURANCE PROVISIONS APPROVED

By   
Martha K. Wilson,  
Risk Manager

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:  
ANGIL MORRIS -JONES  
COUNTY COUNSEL

\_\_\_\_\_

  
\_\_\_\_\_

## CARETAKER MAINTENANCE AGREEMENT SYCAMORE RANCH

This Caretaker Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **RODNEY F. DRUMM and LAURA D. KELLOGG**, an independent contractor, (hereinafter referred to as "CARETAKER"), this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows (the "Park Property"):

### Sycamore Ranch:

#### Parcel 1:

Lot 4, Section 22, Township 16 North, Range 5 East, MDB&M.

#### Parcel 2:

Portion of the South half of the Northwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., and being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 21 and 22, of said Township and Range; thence North 0 degrees 01 minutes 50 seconds West along the Westerly line of said Section 22, a distance of 211.80 feet to the centerline of the State Highway; thence along the centerline of the State Highway the following course and distances: North 67 degrees 21 minutes 30 seconds East, a distance of 333.84 feet to the beginning of a curve to the right with a radius of 2000 feet, and a central angle to 27 degrees 20 minutes a distance of 954.11 feet; thence South 85 degrees 18 minutes 30 seconds East to a point which is North 74 degrees 10 minutes East, a distance of 1622.74 feet and North 50 feet from the quarter corner common to Sections 21 and 22; thence South 50 feet to the Northwesterly corner of the land conveyed to the County of Yuba be deed recorded March 8, 1948, in Volume 119 of Official Records, Page 349 Yuba County records; thence South 23 degrees 41 minutes 30 seconds East along the Westerly line of the land conveyed to the County of Yuba, a distance of 490 feet to the East and West centerline of Section 22; thence North 89 degrees 55 minutes 30 seconds West along said East and West centerline of said Section a distance of 1750 feet, more or less, to the point of beginning.

#### Parcel 3:

Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., as shown upon the U.S. Surveyor General's Amended Plat filed August 17, 1898.

WHEREAS, said Park Property is devoted to and held for ultimate use for park and recreation purposes; and, thus, County is empowered under the provisions of Section 25536 of the California Government Code to enter into management and operation agreements involving all or any portion of said property without complying with the provisions of Title 3, Division 2, part 2, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS, COUNTY desires to protect the Park Property from vandalism and theft and desires to enhance the park for recreational purposes for the benefit of the public; and

WHEREAS, CARETAKER'S presence on the Park Property will further the purpose of enhancing the park for recreational purposes for the benefit of the public and the County will provide provisions rent free for the CARETAKER to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

## **TERMS AND CONDITIONS**

### **1. CONDITION OF AGREEMENT**

This Agreement is subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of Sycamore Ranch, and CARETAKER warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

### **2. TERM OF AGREEMENT**

The term of this Agreement shall continue in effect from the date hereinabove written for a period of 1 YEAR. COUNTY grants to CARETAKER an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for an additional 1 YEAR. In the event CARETAKER desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, CARETAKER fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and CARETAKER are unable to agree upon the terms, conditions, and consideration for the renewal period at least 30 DAYS prior to expiration of the initial term, then the option shall be null and void.

### **3. CONSIDERATION**

In consideration of the agreements herein Caretaker shall be provided space, as herein provided, for a recreational vehicle. Caretaker shall receive no financial compensation from County as a result of this agreement.

A. CARETAKER shall provide the following described services upon the Park Property:

1. Caretaker must be 21 years of age or older and reside on the premises with no more than 1 additional person. If an additional person resides with Caretaker

that additional person must be at least 21 years of age. Caretaker to provide a self-contained recreational vehicle no longer than 40 feet and no wider than 9 feet and said vehicle shall be properly registered and insured. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.

2. Caretaker shall provide their own transportation at no expense to the County in the performance of the duties required. All vehicles used by Caretaker shall be properly registered and insured.
  3. Open the park daily thirty (30) minutes before sunrise and close the park no later than thirty (30) minutes after sunset.
  4. Maintain toilet facilities daily to assure cleanliness and adequate hygiene supplies.
  5. Water grass areas and trees per watering schedule.
  6. Post park reservation schedules.
  7. Maintain watchful care over the park property, buildings and equipment and contact the appropriate police, fire protection agency, and/or Yuba County authorities when the need arises.
  8. Check and clean park daily.
  9. Empty trash receptacles as necessary
  10. Maintain presentable personal appearance during open park hours and when in contact with the public. Caretaker will wear a shirt, pants (or shorts), footwear and nametag (to be worn during open park hours).
  11. Perform the duties of Dale Everett, the caretaker for Hammon Grove Park, in Mr. Everett's absence.
- B. COUNTY shall provide the following described services and materials to the CARETAKER upon the Park Property for the execution of his/her duties as detailed above:
1. Recreational vehicle facilities for the caretaker to include a paved auto parking area at Sycamore Ranch, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer and 110-volt electrical hookups.
  2. Supplies necessary to keep the restrooms clean, trash bags for receptacles.



3. Phone for caretakers use, local access only and an answering machine for messages.
4. High speed internet access to accommodate email correspondence with the office.
5. Monthly fuel stipend not to exceed \$100 to facilitate accomplishment of duties.
6. Caretaker nametag.

#### 4. INSURANCE

Prior to rendering services provided by the terms and conditions of this Agreement, COUNTY shall acquire and maintain during the term of this Agreement, general liability insurance coverage for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicle(s) and trailer. The limits of insurance herein shall not limit the liability of the CARETAKER hereunder.

4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicle(s) and trailer. Coverage shall be at least as broad as:

a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.

b. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage's.

- (i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the CARETAKER; and with respect to liability arising out of work or operation performed by or on behalf of the CARETAKER; including materials, parts or equipment furnished in connection with such work

or operations. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

- (ii) The CARETAKER'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the CARETAKERS insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.
- (iv) The insurance policy required by this clause shall be endorsed to state that the CARETAKER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

4.4 ACCEPTABILITY OF INSURERS. CARETAKER'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self insure for general liability exposure.

#### 4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CARETAKER shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be

declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials, employees and volunteers; or, the CARETAKER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### 4.8 VERIFICATION OF COVERAGE.

a. CARETAKER shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before CARETAKER may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

b. CARETAKER shall not reside on Park Property under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CARETAKER has delivered the certificate(s) of insurance and endorsements(s) to COUNTY as previously described. If CARETAKER shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CARETAKER to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CARETAKER shall be for a period of time sufficient to cover the term of the Agreement. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CARETAKER will deliver to COUNTY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

#### 5. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by CARETAKER shall become the sole and exclusive property of COUNTY on termination of this Agreement. Any alterations or improvements shall be done at the expense of the CARETAKER and are permitted only with the prior written consent and approval by the COUNTY of plans and specifications submitted by CARETAKER. No allowance will be granted by COUNTY for CARETAKER'S costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

CARETAKER shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

#### 6. MAINTENANCE

CARETAKER shall maintain all property situated on the Park Property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, CARETAKER shall surrender the premises in good and sanitary conditions, excepting reasonable wear and tear.

## 7. USE OF PREMISES

The Park Property shall be used, occupied and conducted exclusively as and for a public park. CARETAKER agrees not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws, rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

## 8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

## 9. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CARETAKER and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CARETAKER shall not be for any purpose of this Agreement, an employee, agent, or representative of COUNTY. The following shall apply under this Agreement:

A. CARETAKER shall determine the method, details and means of performing the services to be provided by CARETAKER as described in this Agreement.

B. CARETAKER shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CARETAKER in fulfillment of the services to be provided by CARETAKER.

C. CARETAKER is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CARETAKER with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D. CARETAKER shall not be entitled to have the COUNTY withhold or pay and COUNTY shall not withhold or pay, on behalf of the CARETAKER, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

E. CARETAKER shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees

F. COUNTY shall not withhold or pay, on behalf of CARETAKER, any federal, state or local tax, including, but not limited to, any personal income tax, owed by CARETAKER.

G. CARETAKER shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY or any of COUNTY'S departments, agents, or employees in any way without the written consent of the COUNTY.

#### 10. POSSESSORY INTEREST

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. For all purposes of compliance by COUNTY with the provisions of the California Revenue and Taxation Code, 107.6, this recital shall be deemed full compliance by the County of Yuba. All questions of initial determination of possessory interest and evaluation of such interests, if any, shall be the responsibility of the Yuba County Assessor. A taxable possessory interest may be created by this Agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

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CARETAKER agrees to pay all federal and state employment, income, or other taxes which may arise as a result as of this Agreement, and to indemnify the COUNTY in the event COUNTY is found liable for payment of any such tax on behalf of CARETAKER.

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CARETAKER 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 CARETAKER, in the

performance of services rendered under this Agreement by CARETAKER, or any of CARETAKER'S officers, agents, employees, contractors, or subcontractors.

#### 14. NATURAL DISASTERS

CARETAKER acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CARETAKER or CARETAKER'S property resulting from such disasters.

#### 15. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may terminate this Agreement forthwith, and CARETAKER shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

#### 16. TERMINATION

The COUNTY, in its sole discretion, may terminate this Agreement without cause and require the removal of the CARETAKER from park property upon ten (10) days written notice.

#### 17. NON-DISCRIMINATION

Throughout the duration of this Agreement, CARETAKER shall not unlawfully discriminate against any employee of the CARETAKER or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CARETAKER 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. CARETAKER 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. CARETAKER shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CARETAKER shall give written notice of its obligations under this clause in any labor agreement. CARETAKER shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

#### 18. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CARETAKER 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, members of the public, or recipients of services.

#### 19. 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.

#### 20. COMPLETENESS OF INSTRUMENT

This Agreement 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.

#### 21. SUPERSEDED 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.

#### 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.

#### 23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective 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.

#### 24. PARTIAL INVALIDITY

If any term, covenant, phrase, 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.

## 25. 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.

## 26. CONTROLLING LAW

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

## 27. 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.

## 28. CONFLICT OF INTEREST

Neither an employee of COUNTY whose position with 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 CARETAKER herein, or have any other direct or indirect financial interest in this Agreement.



## 29. NOTICES

All notices and demands of any kind which either Party may require or desire to service 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:

### COUNTY:

Michael Lee, Director of Public Works  
County of Yuba Public Works Department  
915 8<sup>th</sup> Street, Suite 125  
Marysville, CA 95901

### With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

### CARETAKER:

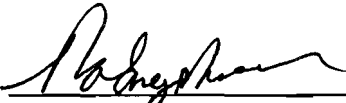
Rodney F. Drumm  
Laura D. Kellogg  
3573 Monroe Drive  
Yuba City, CA 95993  
(530) 635-3285

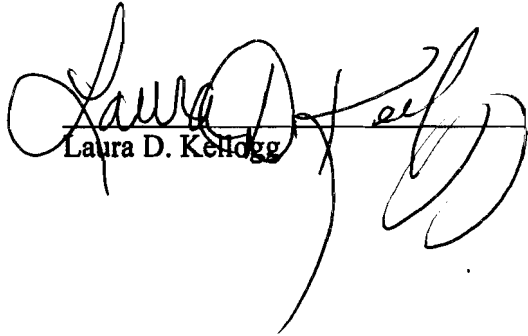
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

COUNTY OF YUBA

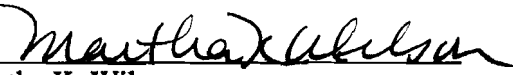
By \_\_\_\_\_,  
Chair  
Yuba County Board of Supervisors

CARETAKER

  
\_\_\_\_\_  
Rodney F. Drumm

  
\_\_\_\_\_  
Laura D. Kellogg

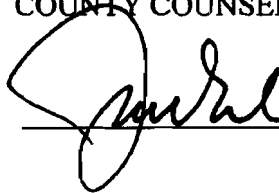
INSURANCE PROVISIONS APPROVED

By   
\_\_\_\_\_  
Martha K. Wilson,  
Risk Manager

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVED AS TO FORM:  
ANGIL MORRIS -JONES  
COUNTY COUNSEL

  
\_\_\_\_\_

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



**BUILDING 400-14**  
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

September 9, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AWARD 2014 MAINTENANCE OF VARIOUS COUNTY ROADS  
HMA OVERLAY

### 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.

### BACKGROUND:

On Wednesday, August 27, 2014, bids were opened for the subject project. The bid results are shown below for the three lowest bids:

DeSilva Gates Construction	\$853,853.00
George Reed Construction, Inc.	\$858,606.00
Knife River Construction	\$880,279.90

### DISCUSSION:

The work in general will consist of placing a hot mix asphalt overlay, thermoplastic markings/stripping, and shoulder backing on portions of Dairy Road, Oakley Lane, South Beale Road, and Algodon Road. The engineer's estimate for the project was \$865,000. The project is expected to be completed by the end of October 2014.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the approved Transportation Master Plan and Public Works Budget.

### FISCAL IMPACT:

Construction cost of \$853,853 will be fully funded 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 8<sup>th</sup> Street, Suite 123

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[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



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September 9, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Contract Change Order for the SR 70 / Feather River Blvd. Interchange Project

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve the Contract Change Order (CCO) for the SR 70 / Feather River Blvd (FRB) Interchange Project and authorize the Public Works Director to sign the change order for payment.

### BACKGROUND:

Yuba County is replacing the existing signalized at-grade intersection at SR 70 and Feather River Blvd with a grade separated interchange. Construction of the project is underway and as is standard with large projects a change order is written for additional traffic control items to facilitate safety as ordered by the Engineer. Work for this change order includes but is not limited to moving K-rail, maintaining shoulders, dust control, furnish, erect, maintain, move and remove additional construction signs and relocate crash cushions as deemed necessary by the Engineer to maintain safety.

### DISCUSSION:

Field Orders will be given to the Contractor in the field to perform necessary additional work to complete the project as detailed in the CCO below:

CCO 1: Additional work for Public Convenience and Public Safety. \$ 50,000

The cost will be split approximately in the following percentages:

Plumas Lake Specific Plan (PLSP)	48%
RSTP Funding	26%
Trade Corridor Improvement Funds (TCIF)	26%

### COMMITTEE ACTION:

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

### FISCAL IMPACT:

The approximate cost for each funding source will be PLSP (\$24,000), RSTP (\$13,000) and TCIF (\$13,000).

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



402-14

**BUILDING**  
749-5440 • Fax 749-5440

**CODE ENFORCEMENT**  
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**ENVIRONMENTAL HEALTH • CUPA**  
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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

September 9, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS 

SUBJ: AMEND PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC. FOR THE NORTH BEALE ROAD COMPLETE STREETS DESIGN

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 2 for the Professional Services Agreement for the North Beale Road Complete Streets Design and to authorize the chair to execute the amendment.

### BACKGROUND:

On October 18, 2011, Yuba County entered into an Agreement with Parsons Brinckerhoff, Inc. to design the improvements for the North Beale Road corridor from Lindhurst Avenue to Griffith Avenue that will enhance all modes of travel along the corridor. The work done under the existing agreement includes civil engineering design, surveying, environmental, and landscaping design.

On September 24, 2013, the Yuba County Board of Supervisors approved Amendment No.1 to this contract for services, adding to the original scope of the project and extending the contract duration.

On February 18, 2014, a public workshop was held with the residents of the Linda Community to discuss the design for the North Beale Road Complete Streets Project. The public workshop was held to receive input on the proposed complete streets design, especially the roundabouts at Hammonton-Smartsville Road and Linda Avenue.

### DISCUSSION:

At the public workshop held in February the majority of those in attendance were opposed to the roundabout concept, especially at Hammonton-Smartsville Road. Residents expressed their concerns about motorists' driving habits and safety issues with large trucks at Hammonton-Smartsville Road. As a result of the public outcry, staff decided to eliminate the roundabout at Hammonton-Smartsville Road in the final design. However, staff decided to keep the roundabout at Linda Avenue in the final design to provide large trucks one location within the corridor to reverse their direction of travel. Removing the roundabout at Hammonton-Smartsville Road required the intersection be redesigned for a traffic signal.

Also, in discussions with business owners along North Beale Road, many business owners expressed their concern about maintaining planter strips that were being proposed between the sidewalk and curb. Staff decided to revise the sidewalk location so it will be adjacent to the curb and gutter. Future landscaping will be required behind the sidewalk when business sites develop. This revision requires the Consultant to change the design along the entire corridor.

For the additional scope of work the Consultant has requested a budget augmentation of \$71,000, increasing the contract amount to a total of \$1,151,000.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this project is a budgeted item.

FISCAL IMPACT:

This project is funded by the federal Surface Transportation Program for \$1,000,000 and the Highway Safety Improvement Program for \$57,000. Costs incurred over this amount will be from Trust 188 (Countywide Traffic Impact Fees).



**AGREEMENT FOR PROFESSIONAL SERVICES****AMENDMENT #2**

This is the Second amendment to the agreement, dated October 18, 2011, for Professional Services between the County of Yuba (COUNTY) and Parsons Brinckerhoff, Inc. (CONSULTANT).

Pursuant to Operative Provision D.22, "Modification", of the basic agreement, the following changes are hereby made:

- (1) Operative Provision 2, "**TERM**", the termination date of this agreement is extended:

Commencement Date: October 18, 2011

Termination Date: June 30, 2015

- (2) Attachment B, Payment, Section B.1 is changed to read:

**BASE CONTRACT FEE.** COUNTY shall pay CONSULTANT a contract fee not to exceed ONE MILLION ONE HUNDRED FIFTY-ONE THOUSAND DOLLARS (\$1,151,000) for Professional Services. CONSULTANT shall submit requests for payment after completion of services on or no later than the tenth (10<sup>th</sup>) day of the month following provision of services and the requests shall include an hour reconciliation. The services for this contract will be performed on a time and material basis at the rates shown on the attached scope of services (Attachment F) and fee estimate (Attachment G). Each year during the term of this contract, consultant's overhead rate is subject to escalation as agreed-to by the parties. The parties agree that consultant's unburdened labor rates will be increased 3.5% each year during the term of this agreement. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) without a formal written amendment to this Agreement approved by the COUNTY.

Included with this Amendment, as an attachment, is Exhibit 3 which contains the Additional Work Summary.


All other terms and conditions remain unchanged

In witness thereof, the parties hereto have executed this Amendment #2 to the Agreement  
on \_\_\_\_\_, 2014.


"COUNTY"  
County of Yuba

\_\_\_\_\_  
Chair  
Board of Supervisors

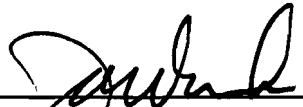
"CONSULTANT"  
Parsons Brinckerhoff, Inc

  
\_\_\_\_\_  
Cheryl Creson  
Area Manager/Vice President

INSURANCE PROVISIONS APPROVED

  
\_\_\_\_\_  
Martha Wilson  
Risk Manager

APPROVED AS TO FORM

  
\_\_\_\_\_  
Angil Morris-Jones  
County Counsel

---

June 20, 2014

Department of Public Works  
County of Yuba  
915 8<sup>th</sup> Street, Suite 125  
Marysville, CA 95901

Attn: Van Boeck

Subject: North Beale Road Complete Streets Project  
Request for Additional Budget for Out-of-Scope Work

Dear Van:

Yuba County has recently made changes to the proposed project that will require additional work to reflect in the project plans. These out-of-scope work items and their estimated cost are described below.

PB provided Preliminary Geometric Approval Drawings (GADs) at a meeting with County staff on October 17, 2012. Based on input from the County, details of the roundabouts were revised in the GADs. These were then used to develop 65% Plans that were presented to County staff and Yuba College at meetings on February 15, 2013 and at a public workshop on February 20, 2013. The 65% Plans, including layouts and construction details, were provided to the County in a June 13, 2013 email. Hard copy sets of the 65% Plans were distributed to County staff at our Team Meeting on November 14, 2013. Since the submittal, the County has requested changes be made which will require rework, which is detailed below, along with other items which were not originally anticipated and therefore are considered out of scope.

1. PB was directed at the November 14, 2013 meeting to make the following changes:

- a. The landscape strip between the sidewalk and curb was to be removed and the sidewalk widened from 6 feet to 8 feet and relocated to the back of curb. To reflect this change, the sidewalk on the layout sheets must be revised, crossings at 105 driveways revised, power poles potentially relocated, curb returns and ADA ramp details revised at all intersections. Estimated cost \$11,000.
- b. The intersections are to be flared to allow for design vehicles (Linda fire truck and extended cab pickup truck) U-turns. The 65% plans reflect the assumption that commercial trucks would use the roundabouts to make U-turns. The 65% plans do provide for U-turns at other intersections by various size vehicles including passenger car and standard size pickup truck. This will involve redesigning the intersections, curb returns, flowlines, storm drainage, crosswalks and ADA ramps at all of the affected intersections. Estimated cost \$20,000.
- c. To reflect an equitable split of the effort required to modify the 65% plans for U-turns of larger design vehicles at intersections, PB will share in 50% of the estimated cost for item 1 (b). Credit (\$10,000).

- 
2. Discussed at the November 14, 2013 meeting were changes to the pedestrian crossings that were not identified or budgeted in PB's original contract scope of work:

- a. Existing poles with solar power connect to both sides of the street for the existing in-roadway warning lights for pedestrian crossing at Park Avenue. These will need to be removed and replaced with rectangular rapid flashing beacons (RRFB). At the following locations the plans will only note that RRFB will be provided by others at a later date:

- North Beale Road/Wiget Avenue
- North Beale Road/Albrecht Avenue
- North Beale Road/Beede Avenue
- North Beale Road/Lowe Avenue

PB's traffic signal subconsultant, Y&C Transportation Consultants (Y&C), will obtain as-built plans for the in-roadway warning lights (IRWL) at the intersection of North Beale Road and Park Avenue and prepare PS&E for removal of IRWL. Y&C will submit IRWL removal PS&E to Yuba County for review at 65% and 95% levels. Any comments by the County will be incorporated into final PS&E.

Y&C will prepare PS&E for installation of the RRFBs at the North Beale Road/Park Avenue intersection. Y&C will submit RRFB PS&E to Yuba County for review at 65% and 95% levels. Any comments by the County will be incorporated into final PS&E.

PB's original contract scope of work and cost proposal did not include removal of the existing signalized pedestrian crossings or design of new pedestrian crossings. Estimated cost for North Beale Road/Park Avenue intersection RRFB pedestrian crossing is \$5,000.

3. On a March 30, 2014 telephone conversation the County directed PB to remove the roundabout at Hammonton-Smartsville Road. It is to be replaced with a signalized intersection with the same lane configuration as existing conditions and not the ultimate condition with additional turn lanes.

An email from the County, dated May 9, 2014, directed PB to leave the design of the roundabout at Linda Avenue in the plans. The box culvert extension will not be designed at this time. Only the limits of the box culvert extension will be shown on the plans with a note "to be designed by others." However, for the environmental document Linda Avenue will be described and shown as a signalized intersection with the associated footprint.

The effort to modify the 65% plans to remove the roundabout at Hammonton-Smartsville Road and to reflect a signalized intersection for Linda Avenue in the environmental document requires the following changes:

- 
- a. Hammonton-Smartsville Road
    - i. Storm drainage design. Rework trunk line, manholes, DI's and gutter FL for intersection layout.
    - ii. Remove roundabout median. Use existing left-turn pocket and medians (EB and WB).
    - iii. Conform roadway and sidewalk to existing Hammonton-Smartsville as soon as possible after curb returns.
    - iv. Driveways (9) impacted by change.
    - v. Curb returns – conform to edge conditions, flare for turning movements
    - vi. Modify curb ramps (4) at curb returns. Modify traffic islands for pedestrian passage. ADA compliance.
    - vii. Restripe for intersection design
  - b. Linda Avenue
    - i. On the roundabout plan drawings indicate box culvert extension and wingwalls to be designed by others and only show the limits of the box culvert.
    - ii. For the environmental document only, develop layout plan of Linda Avenue as a signalized intersection showing curb, gutter, sidewalk and restriped lanes and crosswalks.
  - c. Estimated cost: 3(a) -- \$20,000 and 3(b) -- \$4,000
  - d. Traffic signal and pedestrian push button (PPB) relocations.
    - i. Hammonton-Smartsville Rd – Y&C will obtain as-built signal plans from Yuba County and verify them in the field. Based on the proposed geometric changes, Y&C will prepare traffic signal modification PS&E for the North Beale Road/Hammonton Smartsville Road intersection. The traffic signal modification will include:
      - relocate/replace traffic signal poles
      - upgrade pedestrian signal heads to count-down type, relocate PPBs
      - upgrade PPBs to 2" dia ADA type (and audible APS), if not existing
      - Install Type D detector loops for bikes.

Y&C will submit signal modification PS&E to Yuba County for review at 65% and 95% levels. Any comments by the County will be incorporated into final PS&E.
    - ii. Linda Ave - Y&C will obtain as-built signal plan from Yuba County and prepare PS&E for traffic signal removal at the North Beale Road/Linda Avenue intersection. Y&C will submit signal removal PS&E to Yuba County for review at 65% and 95% levels. Any comments by the County will be incorporated into final PS&E.
    - iii. Estimated cost for 3(d) is \$13,500.

- e. Landscaping and Irrigation Plans. Update plans to remove roundabout and modify for elimination of landscape strip. Estimated cost is \$5000.
4. The County requested PB provide assistance in the preparation of a flyer to be mailed to business and property owners along the corridor for a public workshop on roundabouts proposed for the project.
- a. Preparation of a tri-fold, two-sided handout. Estimated cost \$1,500 (approved by email dated 12/20/13).
- b. Preparation of roundabout layouts and graphics and attendance at 2 hour roundabout workshop by PB's Project Manager and Designer. Estimated cost \$1,000 (approved by email dated 2/13/14).

Below is a summary of out-of-scope work items and estimated costs:

Item #	Description	Estimated Cost
1(a)	Sidewalk Changes	\$11,000
1(b)	Intersection Flares	\$20,000
1(c)	Intersection Flares Credit	(\$10,000)
2(a)	Signalized Pedestrian Crossing (Park Avenue only)	\$5,000
3(a)	Remove Hammonton-Smartsville roundabout and replace with signalized intersection	\$20,000
3(b)	For Linda Ave, retain roundabout for plans without box culvert design but show signalized intersection for environmental document	\$4,000
3(d)	Traffic signal and pedestrian crossing controls plans modified for elimination of Hammonton-Smartsville roundabout. Traffic signal removal plans for Linda Ave.	\$13,500
3(e)	Landscaping and irrigation plans modified for elimination of roundabout and elimination of landscape strip	\$5,000
4(a)	Roundabout Meeting Flyer	\$1,500
4(b)	Roundabout Meeting Graphics and Attendance	\$1,000
<b>TOTAL</b>		<b>\$71,000</b>

10/1/2014

DATE (MM/DD/YYYY)

8/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Insurance Corporation	42404
INSURED 1319027 PARSONS BRINCKERHOFF, INC. ONE PENN PLAZA NEW YORK NY 10119	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES PARBR02

CERTIFICATE NUMBER: 11391743

REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	TB7-621-094060-023	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS7-621-094060-033	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	WA7-62D-094060-013 (AOS) WC7-621-094060-043 (WI)	10/1/2013 10/1/2013	10/1/2014 10/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 (PB PROJECT #12521A); NORTH BEALE ROAD. THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY. THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

<b>11391743</b> COUNTY OF YUBA DEPARTMENT OF PUBLIC WORKS 915 8TH STREET, SUITE 125 MARYSVILLE CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

11/1/2014

DATE (MM/DD/YYYY)

8/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1326708 PARSONS BRINCKERHOFF, INC. ONE PENN PLAZA NEW YORK NY 10119	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

## COVERAGES PARBR02

CERTIFICATE NUMBER: 11391746

REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/POP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC587103611	11/1/2013	11/1/2014	\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
(PB PROJECT #12521A); NORTH BEALE ROAD.

## CERTIFICATE HOLDER

## CANCELLATION

<b>11391746</b> COUNTY OF YUBA DEPARTMENT OF PUBLIC WORKS 915 8TH STREET, SUITE 125 MARYSVILLE CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



**BUILDING 403-14**  
749-5440 • Fax 74

**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

September 9, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award Contract to Apparent Low bidder for the 2014 Maintenance of Various County Roads Double Chip Seal

### 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 placing a double chip seal on the following roads:

- Rice's Crossing Road from Marysville Road to Regent Way;
- Fountain House Road from Indiana Ranch Road to 1.7 miles east;
- Rice's Texas Hill Road from Rices Crossing Road to 3,450' east;
- Portions of CSA 2.

The bids are as shown on the attached sheet.

### DISCUSSION:

The work in general will place a double chip seal on the existing roadways, along with striping. The engineer's estimate for the construction of the project is approximately \$376,000 (\$286,000 County Road Fund and \$90,000 CSA 2 Fund). The project is expected to be completed by October 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 \$286,000 from the Road Fund and \$90,000 from CSA 2.

The bids received were as follow:

<b><u>Advantage Paving &amp; Excavating</u></b>	<b><u>\$322,479.60</u></b>
<u>North West Paving</u>	<u>\$349,050.00</u>
<u>Graham Contractors</u>	<u>\$379,845.92</u>
<u>Delta Construction</u>	<u>\$402,800.00</u>
<u>American Pavement</u>	<u>\$408,398.12</u>
<u>Franklin Construction</u>	<u>\$413,314.00</u>
<u>VSS International</u>	<u>\$490,000.00</u>
<u>West Coast Paving</u>	<u>Nonresponsive Bid</u>



# COUNTY OF YUBA

## OFFICE OF EMERGENCY SERVICES

**ROBERT L. BROWN**  
COUNTY ADMINISTRATOR  
DIRECTOR OF EMERGENCY SERVICES

**SCOTT BRYAN**  
EMERGENCY OPERATIONS MANAGER

**HOLLY POWERS**  
EMERGENCY OPERATIONS MANAGER

### Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager 

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: September 9, 2014

#### Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of a local emergency due to the ongoing drought conditions.

#### Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on August 12, 2014..

#### Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this proclamation of emergency shall be terminated as soon as reasonably possible.

#### Committee Action:

No committee action was taken due to time constraints.

#### Fiscal Impact:

There is an unknown impact to the general fund as of this date.

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

**IN REFERENCE TO:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE</b>	))	
<b>OF AN ONGOING LOCAL</b>	)	
<b>DROUGHT EMERGENCY IN THE</b>	)	
<b>COUNTY OF YUBA</b>	)	<b>RESOLUTION NO. _____</b>

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**WHEREAS**, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

**WHEREAS**, conditions of peril to public health and safety remain in the County of Yuba due to the statewide drought; and

**WHEREAS**, the Yuba County Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of a local emergency due to a statewide drought; and

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the existence of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

AYES:

NOES:

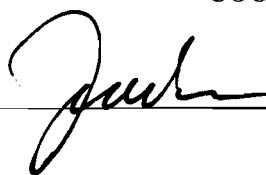
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:       DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
APPROVE AS TO FORM:  
COUNTY COUNSEL

  
\_\_\_\_\_



# **COUNTY OF YUBA**

## **OFFICE OF EMERGENCY SERVICES**

**ROBERT I** 405-14  
COUNTY ADM.  
DIRECTOR OF EMERGENCY SERVICES  
  
**SCOTT BRYAN**  
EMERGENCY OPERATIONS MANAGER  
  
**HOLLY POWERS**  
EMERGENCY OPERATIONS MANAGER

Date: September 9, 2014

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager *SB*  
Holly Powers, Emergency Operations Planner *HP*

Re: APPROVE THE RESOLUTION AND MEMORANDUM OF UNDERSTANDING WITH BEALE AIR FORCE BASE FOR THE PURPOSE OF COORDINATING THE STRATEGIC NATIONAL STOCKPILE

### **Recommendation**

Approve the resolution authorizing the County of Yuba to execute a Memorandum of Understanding with Beale Air Force Base for the purpose of the coordinating the Strategic National Stockpile and execute said MOU.

### **Background**

The Strategic National Stockpile (SNS) is a national repository of medical supplies and medication to be used to protect the American public in the event of a public health emergency. The SNS can be called upon under a myriad of circumstances including a biological attack, flu outbreak, natural disaster or virtually any other scenario which causes local supplies to become exhausted.

### **Discussion**

Should it become necessary to deploy the SNS, the Yuba County Health and Human Services Department is responsible for designating and overseeing Points of Dispensing sites (PODs) to dispense the stockpile. To support this role, the Yuba County Sheriff's Department becomes responsible for the security and transportation of the stockpile and the Yuba County Office of Emergency Services becomes responsible for coordinating the emergency management functions between departments.

The Memorandum of Understanding will allow Beale Air Force Base to assist the County under the scope of their responsibility, experience and expertise with deploying the Strategic National Stockpile.

### **Committee**

Due to the routine nature of this resolution and MOU, the Protection and Inspection Committee was bypassed for this item.

### **Fiscal Impact**

No fiscal impact.

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

**IN REFERENCE TO:**

**RESOLUTION AUTHORIZING THE )  
YUBA COUNTY SHERIFF'S OFFICE, )  
THE HEALTH AND HUMAN )  
SERVICES DEPARTMENT, AND )  
OFFICE OF EMERGENCY SERVICES )  
TO EXECUTE A MEMORANDUM OF )  
UNDERSTANDING WITH BEALE AIR )  
FORCE BASE FOR THE PURPOSE OF )  
COORDINATING THE STRATEGIC )  
NATIONAL STOCKPILE (SNS). )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Strategic National Stockpile is a national repository of medical supplies and medication to protect the American public in the event of a public health emergency due to a terrorist attack, flu outbreak, natural disaster or other event causing local supplies to be exhausted, and

**WHEREAS**, the County Health and Human Services Department is responsible for designating and overseeing Point of Dispensing (POD) sites to dispense Strategic National Stockpile (SNS) supplies in the event of a public health emergency, and

**WHEREAS**, the County Sheriff's Office is responsible for providing primary security and escorts for SNS supplies while in the County, and



**WHEREAS**, the County Office of Emergency Services is responsible for the coordination of emergency management between public safety service providers and county departments, and

**WHEREAS**, Beale Air Force Base has the responsibility, experience, and expertise to provide services to, and otherwise assist the County of Yuba in the deployment of SNS supplies, and

**WHEREAS**, it is in the best interest of the County of Yuba and the citizens who reside within its boundaries to coordinate emergency response with Beale Air Force Base in all phases of emergency preparedness,

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**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Yuba hereby authorizes the execution of the attached memorandum of understanding between the aforementioned county departments and Beale Air Force Base.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

AYES:

NOES:

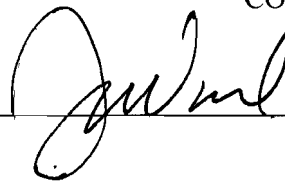
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
APPROVE AS TO FORM:  
COUNTY COUNSEL



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
9TH RECONNAISSANCE WING, BEALE AIR FORCE BASE (BAFB), CALIFORNIA  
AND  
COUNTY OF YUBA**

**INTRODUCTION/PURPOSE:** This Memorandum of Understanding (hereafter “MOU”) by, and between, the 9th Reconnaissance Wing, Beale Air Force Base (hereafter “BAFB”), California, and the County of Yuba (“COUNTY”), through the Public Health Division of its Health and Human Services Department (hereafter “YCHHSD”), and its Office of Emergency Services (hereafter “OES”), and Sheriff-Coroner (hereafter “YCSO”), all of which are located in Marysville, California, is entered into for the purpose of designating the responsibilities and major actions of each party to support the processing and regional distribution of the Strategic National Stockpile (SNS) in Yuba County, California.

**AGREEMENT TERMS AND CONDITIONS:**

**WHEREAS,**

1. YCHHSD, YCSO, and OES are departments of the County of Yuba and are overseen by the Yuba County Board of Supervisors.
2. YCHHSD is responsible for designating and overseeing mass dispensing sites within Yuba County to serve as a Point of Dispensing (POD) in the event that a public health emergency exists and YCHHSD is required to provide prophylaxis to the community.
3. OES is responsible for the coordination of emergency management between the various public safety and service providers that serve the communities and citizens of Yuba County.
4. The SNS is a national repository of medical supplies, antibiotics, chemical antidotes, antitoxins, life support medications, intravenous administration and airway maintenance supplies, and medical/surgical items to protect the American public in the event of a public health emergency (terror attack, flu outbreak, earthquake, etc.) severe enough to cause local supplies to be exhausted.
  - a. PULLED Request – The decision to request SNS materials must be made by the Installation Commander.
  - b. PUSHED Request – The decision to accept SNS materials being pushed for local area distribution by a government agency must be made by the Military Treatment Facility Commander.
5. BAFB, in accordance with Air Force Instruction (AFI) 10-2603, *Emergency Health Powers on Air Force Installations*, Chapter 5, has the responsibility, the experience and the expertise to provide services to, and otherwise assist in the immediate deployment of supplies

from the SNS upon the approved request for such supplies.  
**THEREFORE**, YCHHSD, YCSO, OES, and BAFB hereto mutually agree as follows:

**I. Request for SNS Materials**

In the event of a public health emergency severe enough to cause local supplies to be exhausted:

**A. YCHHSD will:**

1. Assess the public health emergency and, if warranted, request deployment of SNS assets through OES;
2. Coordinate with OES for the delivery of SNS material;
3. Ensure that essential personnel (Public Health Officer, credentialed provider/clinician, or Drug Enforcement Administration registrant or agent) are available for receipt of SNS assets; and
4. Notify BAFB Command Post at (530) 634-5700 when SNS assets will be delivered via ground transportation and arrange pick-up of SNS assets.
  - a. In the event that BAFB is unable to arrange pick-up of SNS assets from the designated location, YCHHSD will coordinate the method, time, and security of delivery of SNS assets to the 9th Medical Group (MDG) and notify the Incident Commander when material will be delivered.
  - b. Any request for military assistance to pick up, deliver, assemble, handle, or secure SNS assets outside of the confines of BAFB will be coordinated in accordance with DoD Directive (DoDD) 3025.18, *Defense Support of Civil Authorities*, section 4, at the invitation of appropriate civil authority and with concurrence of the appropriate military authority.

**B. OES will:**

1. Request deployment of the SNS assets;
2. Arrange delivery of SNS assets at specified location; and
3. Notify YCHHSD of the delivery of SNS assets and coordinate with YCHHSD to ensure that essential personnel (Public Health Officer, credentialed provider/clinician, or Drug Enforcement Administration registrant or agent) are available for the receipt of SNS assets.

**C. YCSO will:**

1. YCSO will provide escort to the pre-designated installation entry control points from the originating point.
2. YCSO must contact the Base Defense Operation Center (BDOC) at (530) 634-2131 when escort is five minutes from BAFB to ascertain which installation gate SNS assets will be arriving.

**D. BAFB, upon notification from YCHHSD, will:**

1. Coordinate the pick-up and transportation of SNS, as appropriate. Pre-designated installation entry point will be the Wheatland gate (Gate 5). If unable to use Gate 5, then the Schneider gate (Gate 1) will be utilized as an alternate entry point.
2. Immediately upon notification and IAW BAFB Disease Containment Plan, Annex F, 4.4.1 and 4.4.2, 9 MDG owner/user personnel, with assistance from 9th Support Division personnel, will proceed to pre-designated installation entry point.
3. Upon delivery to the 9 MDG owner/user personnel, the 9 MDG will take custody of SNS assets and notify BDOC of arrival and of any discrepancies.
4. If, at any time, a security situation arises while on Beale AFB, 9 MDG owner/user personnel must contact BDOC for immediate support and location of the situation.
5. IAW BAFB *Disease Containment Plan*, Annex F, 4.4.2, Medical Logistics is responsible for storage of SNS materials prior to dispensing medications. Once a Point Of Dispensing (POD) is activated, storage will be at the POD location.

**II. Designation of BAFB as a Non-Publicized, Limited Access Point of Dispensing (POD) as the result of either a “Pushed” or “Pulled” request**

In the event of a public health emergency the 9 MDG will:

1. Provide prophylactic oral medication, vaccination, and medical supplies to the following populations:
  - a. Active duty personnel assigned at BAFB.
  - b. Dependents of active duty personnel.
    - i. In the event that BAFB is closed for entry and exit, dependents of active duty personnel residing off base will acquire medication and/or vaccination through YCHHSD.

- c. All personnel on Beale AFB, California, in the event that BAFB prohibits entry and exit of personnel and treatment is indicated and necessary.
2. Maintain and provide to YCHHSD necessary documentation of who received treatment including medication names, dosages, lot number, dispensing date, and any adverse effects.
3. Utilize current management system to provide prophylactic treatment;
4. Contact YCHHSD to return any unused SNS assets to YCHHSD at the determined location; and
5. Provide support, if available, to other Yuba County PODs to assist with dispensing of medication.

### **III. General Provisions.**

**A. Health Insurance Portability and Accountability Act (HIPAA).** Each party warrants that is knowledgeable of and agrees to adhere to the Health Insurance Portability and Accountability Act of 1996 and its privacy and security regulations as stated in Department of Defense (DoD) 6025.18R, DoD Health Information Privacy Regulations.

**B. Effective Period.** This MOU shall be effective upon date of signature of all parties and, at the initiation of BAFB, shall be reviewed annually by all parties.

**C. Modifications.** Any changes or modifications to this agreement must be in writing and be signed by all parties.

**D. Disputes.** Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

**E. Termination.** This MOU may be terminated at any time by the mutual consent of the parties concerned. This MOU may also be terminated by either party upon giving 60 days written notice to the other parties. In the case of mobilization or other emergency, this MOU may be terminated immediately upon written note by the 9th Reconnaissance Wing Commander's office, or it will remain in force during mobilization or other emergency only within the 9th Reconnaissance Wing capabilities.

**F. Concurrence.** It is agreed that this written statement embodies the agreement of the parties regarding this affiliation and no other agreements exist between the parties except as expressed in this document. All parties to this MOU concur with the level of support and resource commitments that are documented herein.

**G. Designated Representatives.** Jennifer Vasquez, Director, is the representative of

YCHHSD and will administer this MOU for YCHHSD. Colonel Douglas J. Lee, Commander, is the authorized representative for BAFB. Scott Bryan, Emergency Operations Manager, is the authorized representative for OES. Steven L. Durfor, Sheriff-Coroner, is the authorized representative for YCSO. Changes in the designated representatives shall occur only by advance written notice to the other parties.

**H. Notices.** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal services upon the other parties. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the parties to whom such notice is to be given as hereafter provided.

**I. Expiration Date.** This Agreement expires on 14 May 2022, not to exceed 9 years from the date signed by both parties. If an agreement is to remain in effect after the 9-year period, it can be resigned in conjunction with the third triennial review or the last required review prior to a lesser agreed upon expiration date.

If to YCHHSD:

Jennifer Vasquez  
Director, Yuba County Health and Human  
Services Department  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:

Yuba County Counsel  
915 8th St., Ste 111  
Marysville, CA 95901

If to BAFB:

Douglas J. Lee  
Colonel, USAF  
Commander  
9th Reconnaissance Wing  
Beale AFB, CA 95903

If to OES:


Scott Bryan  
Emergency Operations Manager  
Office of Emergency Services  
915 8th St. Ste 117  
Marysville, CA 95901

If to YCSO:

Steven L. Durfor  
Sheriff-Coroner  
Yuba County Sheriff's Department  
215 5th Street, Suite 150  
Marysville, CA 95901

IN WITNESS WHEREOF, this MOU has been executed as follows:

**Beale AFB**

By:   
DOUGLAS J. LEE, Colonel, USAF  
Commander, 9th Reconnaissance Wing


On: 12 Jul 14

**County of Yuba**

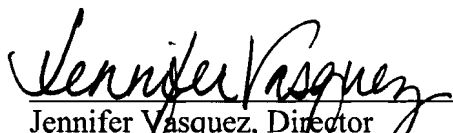
By: \_\_\_\_\_  
John Nicoletti, Chairman  
Yuba County Board of Supervisors

On: \_\_\_\_\_

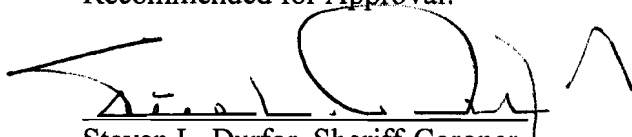
Recommended for Approval:

  
\_\_\_\_\_  
Scott Bryan, Emergency Operations Manager  
Yuba County Office of Emergency Services

Recommended for Approval:

  
\_\_\_\_\_  
Jennifer Vasquez, Director  
Yuba County Health and Human  
Services Department

Recommended for Approval:

  
\_\_\_\_\_  
Steven L. Durfor, Sheriff-Coroner  
Yuba County Sheriff's Office

APPROVED AS TO FORM:  
YUBA COUNTY COUNSEL  
ANGIL P. MORRIS-JONES

  
\_\_\_\_\_



# The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

MARTHA K. WILSON, DIRECTOR



915 8<sup>TH</sup> STREET, STE 113  
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE  
(530) 749-7864 • FAX

**TO:** Board of Supervisors

**FROM:** Robert Bendorf, County Administrator  
Martha Wilson, Human Resources Director *Martha Wilson*

**RE:** Consideration of Labor Agreement between the County of Yuba and the Yuba County Employees' Association

**DATE:** September 9, 2014

## RECOMMENDATION

It is recommended that the Board of Supervisors approve the attached Master Labor Agreement (MLA) between the County of Yuba and the Yuba County Employees' Association and authorize the Chair to sign.

## BACKGROUND

The Master Labor Agreement between the County and the Yuba County Employees' Association (YCEA) terminated on June 30, 2014. Several months ago, the Board of Supervisors authorized staff to engage in discussions with YCEA representatives in order to negotiate a successor agreement.

The last fully negotiated contract with YCEA was in 2006. At that time, the County agreed to prepare an equity study and provided for salary increases each year of the contract.

Over the subsequent years, the County, along with the rest of the State and the country, endured one of the worst fiscal crises in history. During that time the County approached all employee associations and asked that contract benefits be delayed, certain provisions modified and some were ultimately extended. Absent negotiating a full agreement, amendments were made to achieve cost savings, including layoffs.

Bargaining Units 1, 3, 4, and 5 of the Association voted in favor of the negotiated Agreement this past July while the majority of those members in Bargaining Unit 2 who voted did not vote in favor of the Agreement. On July 22, 2014, your Board approved the Agreement as it related to Bargaining Units 1, 3, 4, and 5. After subsequent negotiations meetings with regards to Bargaining Unit 2, the Unit voted again last month and, this time, the majority voted in favor of the Agreement as attached hereto.

## **DISCUSSION**

The primary focus of discussions for a new labor agreement was to present the fiscal challenges the County has faced over the last six fiscal years and the lingering impacts. The discussions focused on containing cost of business increases and overall fiscal health of the County. Three primary issues were addressed: 1) the ongoing increasing salary costs of longevity, 2) the impact of rising pension costs for the County, and 3) the rising costs of health insurance premiums.

The major provisions of the Agreement are the same as that which was presented on July 22, 2014, with certain sections modified as to Bargaining Unit 2 to reflect the results of the subsequent negotiations sessions. The Master Labor Agreement concerning all five bargaining units in the Yuba County Employees' Association is now ready for final execution in its entirety. The major provisions contained therein are:

- 3 Year Term
- Cost of Living Adjustments in the form of various lump sum amounts in 2014 and 2015 along with a net 2% COLA in the final year of the Agreement.
- CalPERS Retirement Contribution sharing
- Further sharing of the costs of Health Insurance
- Other contract provisions that mutually benefit the County and the Association include the creation of a Health Care Committee to the County's health care provisions including the creation of a cafeteria plan; increased Life Insurance coverage; Seniority calculations taking into consideration time away from work while an employee is receiving donated leave time; Release time for employees participating in County recruitment selection procedures; a Maximum Vacation Accrual of 350 hours; an increase in Differential, Standby Pay, Boot Allowance and Uniform Allowance for certain classifications; as well as various other provisions previously delineated on July 22, 2014.

## **FISCAL IMPACT**

The overall projected cost avoidance and combined savings over the term of this Agreement is approximately \$700,000, split between the General Fund cost avoidance of \$300,000 and the Non-General Fund cost avoidance of \$400,000.

# **MASTER LABOR AGREEMENT**

**By and Between**

**The County of Yuba**

**And**

**Yuba County Employees' Association (YCEA)**

**Representing**

**Office/Clerical (#1), Crafts/Maintenance/Services (#2),**

**Technical (#3), Professional (#4) and Supervisory (#5)**

**Bargaining Units**



**July 1, 2014 – June 30, 2017**

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## **PREAMBLE**

This comprehensive Master Labor Agreement (hereinafter referred to as Agreement or MLA) is between the County of Yuba (hereinafter called the County) and Yuba County Employees Association, Local #1, (hereinafter called the Union or YCEA) for the purpose of setting forth a mutual understanding of the parties as to wages, hours, and working conditions, pursuant to the provisions of the Meyers-Milius-Brown Act (Government Code section 3500, et seq.). This MLA is a consolidation of previous Memorandums of Understanding, and previously agreed upon mandatory subjects of bargaining found in the County's Merit Resolution and the County's Rules Governing Resolution.

The County and the Union met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to a Memorandum of Understanding for the period beginning July 1, 2014, and ending June 30, 2017.

Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

# ARTICLE 1 – DEFINITIONS

## **Section 1.01 Scope**

Unless the context otherwise requires, the definitions herein set forth govern the construction of this Agreement.

## **Section 1.02 Definitions**

**Agency Shop** means that an employee assigned to Bargaining Units Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) must either join the Union and pay membership dues OR pay a "fair share fee" in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union OR to qualify as a conscientious objector and pay the equivalent of membership dues to a non-union charity designated by the Union. Agency Shop does not apply to employees in the Supervisory Bargaining Unit (#5).

**Appointing Authority** means a person or group having lawful authority to appoint or remove persons from positions in County service.

**Base Rate** is defined as the entry level pay of a classification on the County Classification System-Basic Salary-Hourly Schedule (Base multiplied by the 1.0000 index rate).

**Board** means the Board of Supervisors of the County of Yuba.

**Business Day** means the standard operating hours of the County, typically Monday through Friday from 8 a.m. to 5 p.m.

**Certification** means the action by which persons on an eligible list are certified by the Human Resources Director to the appointing authority as eligible for appointment or promotion.

**Class** means a position or group of positions having duties and responsibilities sufficiently similar that:

- the same title may be used,
- the same qualifications may be required AND
- the same schedule of compensation may be made to apply with equity.

**Classified Service** means all positions in the County service except elected officials, extra-help employees, and other positions specifically designated by the Board to be exempt from the classification plan.

**Compensation** means the salary, wage, allowances, benefits and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred as incidents of employment.

**Compensable Time Off (CTO)** means compensable time earned in place of overtime pay at the rate of 1 ½ times the amount of time worked.

**Day** means a period of time between any midnight and the midnight following except in the Road and Garage Divisions of Public Works, Sheriff's Department, and the Juvenile Hall where a day is any 24 hour period beginning with the regularly scheduled work shift. Unless otherwise specified, "day" means calendar day.

**Demotion** means a reduction in an employee's classification which results in a reduction in the employee's salary range, whether on a voluntary or involuntary basis.

**Department Head** means any elected or appointed person who has direct supervision and responsibility for personnel, records, funds, maintenance and services to be performed by a County department.

**Displacement** means the replacement of an employee in a position by another employee from a class at a substantially equal or higher salary level when said replacement is in lieu of lay-off for the displacing employee.

**Eligible** means a person who has successfully passed all examinations for a class and whose name is placed on an eligible list or maintained in an eligible name file.

**Eligible List** means a list of persons who have been examined in open or promotional competitive examinations and are eligible for certification in a specific class.

**Employee** means a person legally holding a position in the County service covered by this Agreement.

**Extended Illness** means an injury or illness which requires the absence from work of an employee for more than fifteen calendar days.

**Extra-Help Employee** means any employee who is employed for a period of short duration, not to exceed 999 hours in any fiscal year.

**Hourly Rate** means the amount of compensation, for a full hour's service as set forth in the Classification System-Basic Salary Schedule. Hourly rate is determined by referring to the Classification System Basic Salary Schedule and multiplying the Base of the position to the appropriate Index Rate and rounding up to the nearest whole dollar and multiplying by 12 and divide resultant by 2,080. Use Standard Rounding to the nearest whole penny.

**Immediate Family** means a person related by blood, marriage or adoption who is a husband, wife, son, daughter, sister, brother, mother, father, grandfather, grandmother, granddaughter or grandson.

**Index Rate** means a specific rate identified in the Classification System-Basic Salary Schedule Index/Merit Table which is based on an employee's number of years of permanent Yuba County service. The Index Rate is used to determine monthly salary by multiplying the Index Rate by the Base Pay of a classification.

**Lay-Off** means termination of service without fault on the part of the employee because of lack of work, lack of funds or other causes unrelated to the employee's job performance.

**Limited Term Position** means a position which is allocated to a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

**Minimum Qualifications** means the minimum qualifications of education, experience, ability, knowledge, licenses and other requirements for entrance examinations, appointments, or promotion.

**Month** means a calendar month.

**Monthly Salary** means the amount of cash compensation for a full month of service. Monthly Salary is determined by multiplying the appropriate Index Rate and the classification's Base Monthly Pay and rounding up to the nearest whole dollar.

**Overtime** means work specifically authorized by the Department Head or designee which is performed in excess of 40 hours per week. **Planned overtime is defined as requested or directed overtime with 2 or more days notice; unplanned overtime is defined as less than 2 calendar days notice.**

**Part-Time Employee** means a regular employee who is regularly assigned to work a specific number of hours less than a normal full-time schedule.

**Performance Improvement Plan (PIP)** means a written document to facilitate constructive discussion between an employee and his/her supervisor and to help clarify the work performance to be improved. It is implemented at the discretion of the supervisor.

**Permanent Position** means a position approved by the Board of Supervisors and included in the allocation schedule.

**Permanent Status** means an employee has completed a probationary period for a Yuba County position.

**Position** means a specific office, employment or job calling for the performance of certain duties and the carrying of certain responsibilities by one individual either on a full-time or part-time basis.

**Probation** means that period of paid time which is an extension of the examination process required before an employee gains permanent status.

**Probation Period** means the time during which an employee can be released from service without cause.

**Probationary Employee** means an employee who has been certified and appointed from an employment list, or has been reinstated after resignation, or has been transferred, promoted or demoted, but who has not completed a probationary period.

**Promotion** means the movement of an employee from one class to another class having a higher base rate of pay.

**Promotion List** means a list of names of county employees who have passed a promotional selection procedure for a class in the classified service, ranked in the order of score earned.

**Range** means a sequence of steps (refer to Longevity/Merit Step Index Table) used to identify the minimum, maximum and intermediate salary rates which may be paid to employees within a class.

**Rank** means all candidates receiving the same range of scores on an eligibility list.

**Reassignment** means the movement of an employee from one position to another position of the same classification within the same department.

**Regular Employee** means an employee who occupies a permanent position, whether limited term, part-time, or full-time.

**Salary Anniversary Date (SAD)** means the date on which an employee will receive his or her annual salary merit increase, normally the first day of the month following an employee's Service Computation Date.

**Selection Procedure** means the process of testing, evaluating and/or investigating the fitness and qualification of applicants based on merit procedures, validity and reliability.

**Separation** means any termination of employment either voluntary or involuntary which may include death, discharge, lay-off, resignation, retirement or work completion.

**Service Computation Date (SCD)** means an employee's most current hire date, adjusted for any prior service with the County as a Regular Employee, and for any Leave taken Without Pay.

**Transfer** means either:

- a) the movement of an employee from one position to another within the same class, but to another department, OR
- b) the change of an employee from one position to a position in another class with the same pay range.

**Work week.** A work week is a period of seven (7) consecutive 24 -hour periods. It may begin on any day of the week and at any hour of the day.

**Work day.** Work day, in general, means the period between the time on any particular day when an employee commences his/her work and the time on that day at which he/she ceases such work. The work day may therefore be longer than the employee's scheduled shift or hours.

**Y-RATE** means a monthly salary rate for an individual employee which is greater than the established range for his/her class.

**Yuba-Sutter Area** means Yuba and Sutter Counties.

## **ARTICLE 2 – GENERAL PROVISIONS**

### ***Section 2.01 Scope***

Unless the context otherwise requires, the general provisions herein set forth govern the construction of this Agreement.

### ***Section 2.02 Exercise of Power***

Unless expressly otherwise provided, whenever a power is granted or a duty imposed upon an appointing authority, the power may be exercised or the duty performed by a deputy of the appointing authority or by a person authorized by him/her pursuant to law.

### ***Section 2.03 Records and Reports***

Each appointing authority shall keep or cause to be kept accurate records of the application of the rules herein or hereafter adopted and shall report promptly to the Human Resources Director such information as the Human Resources Director may require, and all such reports shall be prepared in the manner and form prescribed by the Human Resources Director.

### ***Section 2.04 Cooperation***

All officers and employees of the County shall aid in all proper ways in putting this Agreement into effect.

### ***Section 2.05 Review of Personnel Files***

Pursuant to the Government Code, each employee is entitled to review his/her personal history file maintained in the employee's department or in the Human Resources Department by following the procedure set forth by the Human Resources Director or the Department Head. All employees are further entitled to view any material placed in said files.

## **ARTICLE 3 - RECOGNITION**

### ***Section 3.01 Union Recognition***

The County recognizes the Union, as the recognized exclusive bargaining representative for the purpose of negotiating wages, hours, and working conditions for all employees of the County whose employee classifications are contained within the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3), Professional (#4) and Supervisory (#5) Bargaining Units of the County as established in accordance with the Yuba County Ordinance Code, Title III Personnel Chapter 3.10 Employer-Employee Relations Policy. Both parties recognize their mutual obligation to cooperate with each other to ensure maximum service of the highest quality and efficiency to the citizens of the County.

### ***Section 3.02 Excluded Employees***

The following employees shall be excluded from the bargaining unit:

- A. All other represented employees of the County;
- B. All Department/Division Directors, Managers, as well as non-represented (Unit 11) employees;
- C. All employees classified as Extra Help

### ***Section 3.03 Non-Discrimination***

Neither the County nor the Union shall interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in the Yuba County Ordinance Code, Title III, Chapter 3.10 Employer-Employee Relations Policy or for the exercise of rights guaranteed by this Agreement and/or State or Federal law.

The County and the Union agree not to discriminate against any employee for exercising his or her legal rights to organize and bargain collectively. The County and the Union further agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, or other employee organization, on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including pregnancy, childbirth, or medical conditions related to pregnancy or childbirth), marital status, sex, gender, age, or sexual orientation (including heterosexuality, homosexuality, and bisexuality), or the perception that a person has any of those characteristics, or that the person is associated with a person who has or is perceived to have any of those characteristics. The parties agree that such discrimination is not acceptable and will not be tolerated.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

Management rights include but are not limited to the County's right to determine the mission of its constituent agencies, departments, commissions and boards; set standards of service provided by the County; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action in accordance with applicable rules and regulations; layoff its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the type of work assigned to job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and take all necessary actions and carry out its mission in emergencies.



## **ARTICLE 5 - AGENCY SHOP and MAINTENANCE OF MEMBERSHIP**

### ***Section 5.01 General Provisions***

The County and the Union have entered into this Agency Shop Agreement for employees in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units as authorized by Government Code 3500 and all appropriate subsections.

### ***Section 5.02 Union's Responsibilities***

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in bargaining units 1 - 5 in accordance with the law.

### ***Section 5.03 Employee's Responsibilities***

All employees in, and all employees subsequently hired, promoted, demoted or transferred into, classifications in bargaining units 1 - 4 shall as a condition of employment fulfill one of the following:

- A. Become and remain a member of the Union; or
- B. Pay to the Union a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues and initiation fees in force during the term of this Agreement; or
- C. Do both of the following:
  - 1. Execute a written declaration and provide proof to the Union that pursuant to Government Code Section 3502.5(c) the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment or execute a written declaration and provide proof that the employee has personally held such religious beliefs historically; and
  - 2. Pay a sum equal to the established Union dues, initiation fees and approved assessments to a nonreligious, non-labor, charitable fund exempt from taxation under Internal Revenue Service Code Section 501(c)(3), chosen by the employee from the following charities:
    - a. The Compassionate Friends
    - b. Marysville Joint Unified School District, Christmas Program
    - c. Shady Creek Outdoor School Program

The employee shall have, on a monthly basis, a payroll deduction of dues, fair share fees or charitable contribution based upon the current dues, assessments and fees schedule authorized by the Union.

### ***Section 5.04 County's Responsibilities***

All dues, fees, assessments, fair share fees and charitable contributions shall be remitted to the Union in a timely manner, normally within 15 days from the date that such monies are withheld from the employee's payroll.

### ***Section 5.05 Separation From Unit***

The provisions of this Article shall not apply during such period that an employee is separated from a representation unit but shall be reinstated upon the return of the employee to a representation unit.

The term "separation" includes transfer, promotion, demotion, or reclassification out of one of the covered units, lay-off, and leave of absence with duration of more than 30 days.

### ***Section 5.06 Compliance***

All new or rehired employees appointed to a job classification in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units represented by the Union shall be given an Employee Authorization for Payroll Deduction form during new employee orientation and requested to select one of the options. Should the new employee fail to complete the form during Orientation, the County shall inform the Union of the employee's name, classification and department. After a 30-day period, the Union will, in writing, direct the County to deduct the appropriate fair share fees and initiation fees from the employee's monthly salary.

An employee who is reappointed to a job classification in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units represented by the Union shall be provided with an Employee Authorization for Payroll Deduction form by the Union. If the form authorizing payroll deduction for Union dues, fair share fees, initiation fee, or charitable contribution is not returned to the Union within 30 calendar days after notice of this fair share and initiation fee, the Union may, in writing, direct the County to withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the fair share and initiation fees and the County shall pay an equal amount to the Union.

### ***Section 5.07 Forfeiture of Deductions***

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

### ***Section 5.08 Hold Harmless***

In accordance with Government Code §3502.5 (b), the Union agrees to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employees pursuant to this Agreement.

### ***Section 5.9 Reporting Requirements***

The Union shall comply with all applicable provisions of Government Code §3502.5 (f) with regards to financial reporting.

An employee who fails to provide the Union with a correct mailing address or who fails to notify the Union of changes in his or her mailing address and who, because of such failure, does not receive any notice required by law shall be entitled to such notice only upon contacting the Union to request such notice.

### ***Section 5.10 Duration***

Notwithstanding the expiration of any other agreement between the County and the Union, this Article shall continue in effect until rescinded as permitted by law.

### ***Section 5.11 Maintenance of Membership***

Employees assigned to a bargaining unit represented by the Union that has not approved (Bargaining Unit 5 Supervisory) or that has rescinded an agency shop agreement pursuant to existing law are subject to this maintenance of membership provision and required to adhere to the following conditions:

- A. All new employees assigned to a YCEA bargaining unit not under an agency shop agreement will be required to sign a YCEA Local #1 Maintenance of Membership Authorization Form during new employee orientation. Such employees will be given 30 days beginning the first day of the month following the orientation meeting to withdraw from membership in the Union. If the employee fails to withdraw during this window period s/he will be required to remain as a member of the Union during the duration of this Agreement.
- B. Any employee who is a member of the Union on the effective date of this Agreement or who becomes a member during the duration of this Agreement must remain a member during the duration of this Agreement.
- C. Employees subject to this Maintenance of Membership provision will be allowed to withdraw from membership in the Union during the 30 day period immediately preceding the termination date of this Agreement.

## **ARTICLE 6 - SHOP STEWARDS**

### ***Section 6.01 Purpose***

Shop stewards shall be established to help employees handle the initial step in the grievance process.

### ***Section 6.02 Provisions***

- A. The Shop Steward program will be established after completion of a joint training session with YCEA and supervisors and management of the County. The purpose of this training is to allow both parties an understanding that the goal of the program is to help employees resolve grievances at the lowest level. After completion of the joint training session, the program will be a pilot program to sunset within twelve months unless both parties agree to extend the program. To review the status of the program, a report by the Union will be prepared and will include performance measures describing the number of employees receiving service, the type of services provided and the total number of hours expended.
- B. The Union agrees to notify the County Human Resources Director of the names, classifications and departments of all Shop Stewards, which shall not exceed five in number, including one chief steward. The Union shall immediately inform the Human Resources Director of any changes in the original list and provide an update by name, department, and classification.
- C. A reasonable amount of time will be granted the employee and the Shop Steward to handle initial grievance. However, stewards will be limited to a total of eight hours of release time per month per steward. This time is not cumulative, and does not roll over from month to month. The parties agree that in handling grievances the employee and the Shop Steward will use only the amount of time actually necessary to address the grievance. The County is not responsible for any travel, overtime or other miscellaneous cost resulting from the exercise of this right.
- D. If an employee wishes to discuss a grievance on County time with a designated Shop Steward, the employee shall be allowed an opportunity within a reasonable amount of time to verify if the designated steward is available to be seen. If the steward is present and available, the employee shall complete a "grievance release form" and submit it to his/her immediate supervisor for approval prior to meeting with the steward. Such release form shall only contain the worker's name, classification title, steward's name and work location of the steward, the time the employee left work for the meeting, and the date of the meeting. Upon return, the employee shall note the time s/he returned to work on the form and have the time verified by his/her supervisor. The employee's supervisor shall maintain a record of each request and shall forward a copy of the completed form to Human Resources. The supervisor shall determine if the employee can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.
- E. Upon authorization of the Shop Steward's immediate supervisor, the steward shall be released to perform the duties specified in this section. The steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable to be released by his/her immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.

- F. The Union will attempt to equally distribute steward workloads amongst stewards so as to avoid overburdening any one steward. Stewards are responsible for the full and timely completion of their County work assignments.

## **ARTICLE 7 – HOURS OF WORK**

### ***Section 7.01 Determination of Appointing Authority***

The appointing authority shall determine the hours of work for each employee in accordance with the needs of the department.

### ***Section 7.02 Hours of Work***

#### **40 Hour Work Period.**

Except as may be otherwise provided, the official work week shall be 40 hours of work in any 7 consecutive calendar days, typically defined as Sunday at 12:00 am to Saturday midnight.

#### **Work Schedules.**

- The work week schedule shall normally consist of five work days of eight hours each for a total of forty work hours (5/8/40), or
- Four work days of ten hours each (4/10/40) or
- Eight work days of nine hours each and one day of eight hours with one work day off every other week. The eight hour work day and alternate day off must be the same day of the week.

However, the Department Head may establish work week schedules which differ from the normal schedule above upon recommendation of the Human Resources Director and approval of the County Administrator. Employees on an alternate schedule shall accrue leaves and holidays on the same basis as employees working the standard 5/8/40 work schedule.

It shall be the duty of each Department Head to arrange the work of the department so that each employee therein shall work not more than 40 hours in any work week; except, that a Department Head may require any employee to temporarily perform service in excess of 40 hours when public necessity or convenience so requires.

### ***Section 7.03 Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment; Compensatory Time-Off***

Nothing contained in this Agreement shall prevent, relieve, or otherwise excuse any County employee from the performance of any duty imposed upon the employee by law, the Yuba County Ordinance Code, or Resolution of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of the employee's office or employment. County officers and Department Heads may adjust the work hours of employees in such a manner as to enable department offices to remain open at all times necessary.

### ***Section 7.04 Part-Time Employees***

The hours of work, including authorized absences with pay, for all part-time employees shall be established by the appointing authority with the prior approval of the Board but shall be less than the hours of work established for full-time employees.

### ***Section 7.05 Rest Periods***

Subject to the discretion and control of the appointing authority, all employees shall be allowed rest periods not to exceed 15 minutes during each 3 consecutive hours of work except where public safety and operational requirements do not permit, but the total number of rest periods in any one working day shall not exceed 2. Rest periods shall be considered hours worked and scheduled in accordance with the requirements of the department and shall be taken at such location as designated by the Department Head.

### ***Section 7.06 Lunch***

Except for emergency situations, all County employees shall be allowed a lunch period of not less than 30 minutes nor more than 1 hour which shall be scheduled generally in the middle of the work shift. The exact time and duration of such lunch period shall be within the discretion of the Department Head. Lunch periods shall not be counted as part of total hours worked except for those employees for whom lunch periods include the actual performance of assigned duties.

### ***Section 7.07 Time Off Between Shifts***

If an employee who is assigned to a 12 hour shift is required to work during his/her regularly scheduled time off, the Department head or designee may schedule time off during the next regularly scheduled shift to ensure the employee has adequate time to rest to avoid the possibility of fatigue. The period of time the Department Head or designee may schedule the employee off shall not exceed the amount of time the employee was required to work during his/her scheduled time off.

### ***Section 7.08 Maximum Hours***

No employee shall be required to work more than 16 consecutive hours. An employee who has worked for 16 consecutive hours shall not be recalled to work prior to the expiration of 8 hours following the termination of the consecutive 16 hour work period.

### ***Section 7.09 Job Sharing***

- A. Any permanent, full-time position (40 hours per week) may be shared by two employees (with one employee working 20 or more hours and the other 19 hours or less) with the approval of the employees involved, the Department Head, and the Human Resources Director.
- B. The work schedule for such employees shall be reduced to writing and may only be changed in the same manner as other work schedules in the Department are altered from time to time, provided that the two employees may agree to temporary adjustments with the approval of the Department Head.
- C. Employees in job sharing arrangements shall be entitled to all of the rights and benefits of regular part-time employees but may work no more than 30 hours per week.
- D. A participant in a job sharing arrangement may apply for appointment to a full-time position either in the same classification or, if qualified, in another classification when a vacancy occurs. Such applications shall be considered in the same manner as all other applications for transfer.
- E. If one of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the appointing authority shall first offer the remaining participant the right to full-time status before proceeding with the normal process to fill the vacancy as a regular part-time position.

## **ARTICLE 8 – DRESS CODE**

### ***Section 8.01 General Statement***

It is important that all employees, regardless of function or assignment, recognize that they must represent the County of Yuba to the public and other agencies by creating a professional image which reflects positively on the department for whom they work.

### ***Section 8.02 Expectation***

Employees are expected to maintain an appropriate appearance that is businesslike, neat and clean, and does not constitute a safety hazard as determined by the requirements of the area in which they work. The Department Head or designated representative may authorize exceptions on a day to day basis based upon particular assignments. For example, requiring professional dress on an otherwise casual day when appropriate or more casual attire may be authorized when staff is assigned to activities where such attire may be appropriate. However, all attire must meet the business necessity of the department.

### ***Section 8.03 Guidelines***

The following guidelines are set forth for all county employees:

- A. Clothing should be neat and clean at all times. Nothing should be worn which is torn, frayed or in obvious need of repair.
- B. Clothing should be consistent with the nature of the work and appropriate to the work environment.
- C. Safety, such as necessary precautions when working near machinery, chemicals, or hazardous waste, should be taken into consideration. Appropriate safety attire such as hard hats, safety shoes, ear protection, and or other protective clothing may be determined necessary by County, State and/or Federal regulation.
- D. Clothing shall not contain any political statements or symbols, offensive language or pictures, advertisements, or language that promotes either illegal or inappropriate activities, or tobacco or alcohol products.
- E. Clothing shall not be revealing to the degree that it exposes skin at the midriff, exposes private body parts, or would be considered suggestive or provocative on the basis of a reasonable person standard.



## **ARTICLE 9 – PAYMENT OF SALARY**

### ***Section 9.01 Payment***

Except as otherwise provided, the full-time compensation of all officers and employees of the County is determined pursuant to the provisions of the Longevity Merit/Step Index and Classification System – Basic Salary Schedule then in effect. Rules regarding processing of payroll shall be established by the Auditor/Controller.

Personnel are paid monthly on the eighth day of the month unless such day falls on a holiday or weekend. Then such pay day shall be the previous working day. Pay periods close on the last working day of each month.

In the event that the County determines during the term of this Agreement that a bi-weekly pay period will be implemented, the County agrees to provide YCEA with at least a ninety (90) calendar day advance notification of such a change. The County further agrees to meet with YCEA representatives to discuss the impacts of such a change on YCEA represented employees if requested in writing by YCEA.

The salary and leave accruals for part-time employees will be in proportion to the employees' scheduled working hours.

Deductions for uncompensated periods of time during a pay period will be on the basis of the actual hours, or fraction of an hour worked, divided by the full-time number of working hours in that pay period.

### ***Section 9.02 Fees, Commissions, and Compensation***

Except as otherwise provided by law, any fees, commissions and compensation (other than that allowed by the County) earned by an employee by virtue of his/her office or position, or by performance of any regularly assigned duty or function, shall be deposited in the County treasury and, upon receipt, shall become the property of the County of Yuba.

## **ARTICLE 10 – COMPENSATION**

### ***Section 10.01 Union Notification***

The County shall give notice to the Union of any new or changed classification, position allocation, and/or salary. The County shall give the Union seven calendar days to review and respond to such notice.

### ***Section 10.02 Salary Adjustments***

Effective August 2014, all YCEA represented employees in Bargaining Units 1, 3, 4, and 5 will receive a \$600 lump sum adjustment which shall be paid with the August 2014 payroll. YCEA represented employees in Bargaining Unit 2 will receive a \$365 lump sum adjustment which shall be paid with the October 2014 payroll.

### ***Section 10.03 Future Salary Adjustments***

In addition to the above salary adjustment, the following will be implemented:

- A. Effective October 2015, all YCEA represented employees will receive a \$500 lump sum adjustment, which shall be paid with the October 2015 payroll.
- B. Effective July 1, 2016, all YCEA employees will receive a 3% cost of living adjustment which shall be adjusted to 2% after subtracting the value of the longevity program (1%).

### ***Section 10.04 Equity Adjustments***

The County will implement salary equity adjustments as described below for those classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada, and Yolo, and will place those classifications into an appropriate corresponding pay band.

- A. Effective July 1, 2015, the following classifications shall receive a market adjustment of 3%.
  - AIDE
  - ANIMAL CARE SERVICES OFFICER
  - BUILDING & GROUNDS SUPERVISOR
  - COOK
  - CUSTODIAL SUPERVISOR
  - ELIGIBILITY TECHNICIAN I
  - ELIGIBILITY TECHNICIAN II
  - EQUIPMENT SERVICE SPECIALIST
  - HEALTH AIDE
  - KITCHEN SUPERVISOR
  - LIBRARY TECHNICIAN I
  - PROGRAM AIDE
  - SENIOR ELIGIBILITY TECHNICIAN
  - SENIOR VICTIM/WITNESS ADVOCATE

B. Effective July 1, 2016, the following classifications shall receive a market adjustment of 3%.

ACCOUNTING ASSISTANT I  
ACCOUNTING ASSISTANT II  
ACCOUNTING SPECIALIST  
ACCOUNTING TECHNICIAN  
ADMINISTRATIVE TECHNICIAN  
ANIMAL CARE SERVICES OFFICER  
APPEALS SPECIALIST  
ASSESSMENT ASSISTANT I  
ASSESSMENT ASSISTANT II  
ASSESSMENT SPECIALIST  
AUDITOR-APPRAISER I  
AUDITOR-APPRAISER II  
BUILDING & GROUNDS SUPERVISOR  
BUILDING INSPECTOR I  
BUILDING INSPECTOR II  
COOK  
CUSTODIAL SUPERVISOR  
DEPUTY PUBLIC GUARDIAN I  
DEPUTY PUBLIC GUARDIAN II  
ELIGIBILITY SUPERVISOR  
ELIGIBILITY TECHNICIAN I  
ELIGIBILITY TECHNICIAN II  
ENVIRONMENTAL HEALTH SPECIALIST II  
EQUIPMENT SERVICE SPECIALIST  
EXECUTIVE ASSISTANT  
EXECUTIVE ASSISTANT TO THE SHERIFF  
HAZARDOUS MATERIALS SPECIALIST II  
HEALTH AIDE  
INFORMATION TECHNOLOGY ANALYST I  
INTERVENTION COUNSELOR II  
KITCHEN SUPERVISOR  
LEAD BUILDING MAINTENANCE CUSTODIAN  
LEGAL OFFICE ASSISTANT I  
LEGAL OFFICE ASSISTANT II  
LIBRARY TECHNICIAN I  
OFFICE ASSISTANT I  
OFFICE ASSISTANT II  
OFFICE SPECIALIST  
PERMIT TECHNICIAN  
PHYSICAL THERAPIST  
PROGRAM AIDE  
PROGRAM ASSISTANT  
PROGRAM SPECIALIST  
PROGRAM SPECIALIST ADULT SERVICES

REAL PROPERTY APPRAISER I  
REAL PROPERTY APPRAISER II  
SENIOR BUILDING MAINTENANCE TECHNICIAN  
SENIOR ELIGIBILITY TECHNICIAN  
SENIOR PERMIT TECHNICIAN  
SENIOR SUBSTANCE ABUSE COUNSELOR  
SENIOR VICTIM/WITNESS ADVOCATE  
SHERIFF'S RECORDS CLERK  
SOCIAL WORKER I  
SOCIAL WORKER I (AS)  
SOCIAL WORKER I (EMPLOY)  
SOCIAL WORKER II  
SOCIAL WORKER II (AS)  
SOCIAL WORKER II (EMPLOY)  
SOCIAL WORKER III  
SOCIAL WORKER III (AS)  
SUBSTANCE ABUSE COUNSELOR II  
TRANSFER ANALYST I  
VICTIM/WITNESS ADVOCATE II

## ARTICLE 11 – MERIT PROCEDURES FOR LONGEVITY / MERIT STEP INDEX

*For employees hired on or before 6/30/2013 (employees hired after 6/30/13 see section 11.14 - 11.20):*

### **Section 11.01 Salary Based upon Longevity and Merit**

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County.

### **Section 11.02 Salary Determination or Adjustments**

Unless specifically stated otherwise, employees will have their salaries determined or adjusted by multiplying the Base Rate for their classifications, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the table below as determined by their Service Computation Dates (SCD), consistent with the applicable sections of this Article.

LONGEVITY/MERIT STEP INDEX:			
Number of Years of Service	Index Rate		Number of Years Service
Less than 1	1.0000		16
at least 1	1.0500		17
" 2	1.1030		18
" 3	1.1580		19
" 4	1.2160		20
5	1.2160		21
6	1.2300		22
7	1.2450		23
8	1.2600		24
9	1.2750		25
10	1.2900		26
11	1.3050		27
12	1.3200		28
13	1.3350		29
14	1.3500		30
15	1.3650		

### **Section 11.03 To Determine an Employee's Monthly Salary**

- A. Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
- B. Refer to the "Number of Years of Service" column. Go to the number of years of service the employee has completed and locate the "Index Rate" immediately to the right.
- C. Refer to the Classification System – Basic Salary Schedule and find the current title of the employee's position. Multiply the corresponding Index Rate by the Base Rate for the employee's classification.
- D. Round up to the nearest whole dollar.

### ***Section 11.04 To Determine an Employee's Hourly Rate***

- A. Determine the Monthly Salary from above.
- B. Take the Monthly Salary and multiply it by twelve months.
- C. Divide the total by 2,080 average work hours in a year.
- D. Use standard rounding to the nearest whole penny.

### ***Section 11.05 Service Computation Date (SCD) and Index Rate Determination***

A regular employee's Service Computation Date (SCD) determines his/her Index rate. The SCD is computed by adjusting the employee's current hire date for any prior service with the County as a regular employee, and for any Leave Without Pay (LWOP).

The employee's SCD does not affect or determine his/her probationary period or when s/he receives performance evaluations.

### ***Section 11.06 Salary Anniversary Date (SAD) For Merit/Longevity Index Rate Adjustments***

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD (instead of position date or hire date). However, if the SCD is within the 1st three calendar days of the month, the SAD will be the 1<sup>st</sup> day of that month in which the employee is hired.

Longevity/Merit Step Index increases will occur automatically on the employee's SAD, unless the Human Resources Department is notified at least 30 days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, any further increase will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards.

### ***Section 11.07 Prior Service***

Prior service refers to the number of calendar days between a current employee or applicant's previous hire date and his/her previous termination date with the County of Yuba as a regular employee. If, when applying the employee's prior service credit on a calendar day basis, it results in a date which falls within the first three calendar days of the month, the employee will be given credit for that entire month. Should the application of prior service on a calendar day basis result in a date other than the first three calendar days, the employee's adjusted SCD will be the 1<sup>st</sup> day of the following month.

### ***Section 11.08 Leave With Out Pay (LWOP)***

LWOP will be computed in either one of two ways.

- A. **Effective January 1, 2004**, each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day) or,
- B. **Prior to January 1, 2004**, the granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's salary anniversary date to be postponed (moved forward) a number of months equal to the nearest whole number of months for

which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

### ***Section 11.09 Advanced Index Rate Hires (external recruitments only)***

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to completion of up to two years of service (Index Rate 1.1030). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to completion of up to four years of service (Index Rate 1.2160).

A regular employee who is granted an Advanced Index Rate will continue to receive annual Index Rate increases until the employee's Index Rate equals 1.2160 (equivalent to four years of service). At that point, the employee will not receive any Index Rate increases and the employee's salary Index Rate will be 'frozen' until the employee has completed six years of County service based upon the actual SCD.

### ***Section 11.10 Promotions***

When an employee is promoted to a classification with a higher Base Rate, the employee will have his/her salary adjusted by multiplying the Base Rate for the new classification as specified on the Classification System - Basic Salary Schedule by the Index Rate as determined by the Service Computation Date (SCD). However, if an employee was hired at an Advanced Index Rate and received a Temporary SCD, s/he will continue to receive annual Index Rate increases until the Temporary SCD equals completion of the equivalent of at least four years of service or an Index Rate of 1.2160. At that point, the employee will not receive any Index Rate increases and the employee's Index Rate will be 'frozen' until s/he is eligible to advance on the Longevity/Merit Step Index based upon actual SCD.

### ***Section 11.11 "Y-rated" Salary***

If a management directed action results in a regular employee being downgraded to a classification with a lower Base Rate, the employee's salary will be 'Y-rated' (frozen). The employee's salary will continue to be "Y-rated" until the salary, as defined in this Article is equal to or greater than the "Y-rated" salary. If an employee does not successfully pass a probationary period and is eligible to return to his/her former position, his/her salary will be computed as normally defined in this Article.

The term "management directed action" shall not include by definition or apply to layoffs or ADA accommodations.

### ***Section 11.12 Salary Upon Transfer***

When an employee transfers from one position to another within the County, his/her salary shall be determined by multiplying the base salary of the classification to which s/he has transferred by the appropriate index rate consistent with the employee's SCD and other applicable sections of this Agreement.

### ***Section 11.13 Salary Upon Reclassification***

- A. **No Change:** When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.
- B. **Higher Class:** If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, the employee's salary shall be determined consistent with Section 11.10.

- B. **Lower Class:** If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary shall be determined consistent with Section 11.11.

## ***Procedures for Longevity/Merit Increases for Employees Hired On or After 7/1/2013***

### ***Section 11.14 Salary based upon Merit:***

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County. Salary will be determined or adjusted by multiplying the Base Rate for the classification, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the table below as determined by his/her Service Computation Date (SCD), consistent with the applicable sections of this Article.

Step	Number of Years of Service	Index Rate
1	Base	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 15	1.35

Index Rates between 1.0000 and 1.30 are defined as Merit.

### ***Section 11.15 Service Computation Date (SCD) and Index Rate Determination***

A regular employee's Service Computation Date (SCD) determines his/her Index rate, unless specifically stated otherwise. The SCD is computed by adjusting the employee's current hire date by any Leave Without Pay (LWOP).

### ***Section 11.16 Salary Anniversary Date (SAD) For Merit Index Rate Adjustments***

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD, unless specifically stated otherwise. However, if the SCD is within the 1st three calendar days of the month, the SAD will be the 1<sup>st</sup> day of that month in which the employee is hired. Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received at least 30 days in advance, but no more than 60 days in advance, an evaluation that shows that the employee at least "meets standards." If the evaluation is not timely as per this section, the merit increase will fall on the 1<sup>st</sup> day of the month following a 30 day waiting period.

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the 1st day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1<sup>st</sup> day of the month then the merit increase will be given in that same month.



***Section 11.17 Leave With Out Pay (LWOP)***

LWOP will be computed as follows: each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day).

***Section 11.18 Performance Based Merit Delay***

Salary Anniversary Date (SAD) delays for receiving less than a "meets standard" performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "meets standards" performance evaluation will permanently reduce an employee's SAD by one month (i.e. move the SAD forward one month).

***Section 11.19 Advanced Index Rate Hires (external recruitments only)***

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to the third step (Index Rate 1.10). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to the 7<sup>th</sup> step (Index Rate 1.30).

***Section 11.20 Longevity Increase***

Upon an employee's fifteenth (15<sup>th</sup>) anniversary of employment with the County, as computed through the SAD process above, the employee will receive a longevity step increase to 1.35% of base salary.

# ARTICLE 12 – OVERTIME, COMP TIME, CALLBACK AND STANDBY

## Section 12.01 Overtime

### A. Overtime Work Defined

1. 40-Hour Work Period. Overtime work shall be defined as all work specifically authorized by the Department Head which is performed in excess of 40 hours per week.
  - a. Time worked beyond the official 40 hour work week shall not be considered overtime unless it has been specifically ordered or authorized by the Department Head. In emergency situations, when prior authorization for overtime is not possible, the subsequent approval of the Department Head or designee or the Board shall be required.
  - b. Overtime earned shall be rounded up or down to the nearest quarter ( $\frac{1}{4}$ ) hour worked.
2. The following shall be counted as time worked for purposes of computing overtime when overtime is unplanned (defined as requested or directed overtime with less than 2 calendar days notice):
  - a. Actual hours worked
  - b. Sick Leave
  - c. Holidays (including Floating Holidays)
  - d. Compensatory time off (CTO) used during the week shall be counted as  $\frac{2}{3}$  the amount used for computing hours worked for purposes of overtime in that work week.
  - e. Special provisions as described in this Article
3. The following shall be counted as time worked for purposes of computing overtime when overtime is planned (defined as requested or directed overtime with 2 or more days notice):
  - a. Actual hours worked
  - b. Holidays (excluding Floating Holidays)
  - c. Special provisions as described in this Article
4. Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except in the following circumstances:
  - a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week, that vacation time shall

be counted as time worked for overtime purposes in that week. This does not include callback from scheduled standby.

- b. When an employee is called off vacation for a county wide declared emergency resulting from a natural disaster.
- c. When an employee is called in to work on a regular day off.

**B. Application of Overtime**

- 1. If, in the judgment of a Department Head, work beyond the official 40 hour work week is required, overtime work may be ordered. This overtime work will be compensated for as provided in this section.
- 2. Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual or early completion of probationary period or for merit increases. Compensatory time off taken by an employee may be used as part of the established work week to earn employee benefits and to serve out probation and merit increase periods.
- 3. No permanent, probationary, or limited term employee may be employed in one or more positions, full or part-time, more than a total of 40 hours per week, excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this section is to preclude an employee from temporarily serving in another capacity in the event of an emergency, provided s/he has the approval of the Department Head.
- 4. Except as otherwise provided in this section, an employee who works compensable overtime shall be paid or given compensatory time off, at the discretion of the Department Head, at a rate equal to one and one half (1½) times the hourly equivalent of such employee's monthly salary at the time the overtime was worked.

**C. Overtime Payment**

Employees who are assigned FLSA Non-Exempt status shall be compensated for overtime or compensatory time off at one and one half (1½) times their regular rate of pay for hours worked in excess of 40 in a workweek. [Reference Section 12.01B Application of Overtime of this Agreement]

***Section 12.02 Compensatory Time Off***

**Use of Compensatory Time Off**

- A. The appointing authority shall determine the period when accrued compensatory time off (CTO) may be taken by each employee consistent with the needs of the department. Employees must be given prior approval, in writing, before compensatory time off will be granted.
- B. Denial of an employee's request for use of compensatory time off must be based on business necessity.
- C. **Last Day of Work.** Employees who are terminating employment for reasons other than County retirement shall not use compensatory time to extend their termination date (e.g. requesting compensatory time to begin March 7 while actual termination date is March 13, etc).

### **CTO Minimum Charge**

CTO must be taken in at least one quarter (1/4) hour increments.

### **CTO Maximum Accrual**

At no time shall compensatory time off (CTO) carried by an employee be more than 80 hours unless otherwise indicated in this article. When the CTO balance reaches the maximum and the department cannot let the employee off, the Employee shall be paid for all hours over the maximum.

## ***Section 12.03 Holiday Pay***

An employee who works on a holiday as defined in this Agreement shall receive eight hours pay for the holiday plus one and one half (1½) times the employee's regular rate of pay for all hours worked on that holiday. [Reference Article 21 Holidays of this Agreement]

Employees on an alternate schedule shall receive credit for eight (8) hours per holiday and will be required to flex or use a leave category to offset the difference between the 8 hour holiday and their normal schedule.

## ***Section 12.04 Call Back***

- A. Employees eligible for overtime compensation who work on a regular day off, or who are called back to work after leaving their place of employment following the completion of their work shifts, shall be credited with compensable overtime of two hours or the actual time worked, whichever is greater. Such overtime shall be computed for work performed from the time reporting at the place of work to the time of completion of the work at such place.
- B. Road Maintenance Workers who, in any work week, do not work their regular shifts because of callback assignments due to snow removal, shall be compensated at time and one-half (1½) for all hours worked in excess of the normal shift per day which are not otherwise paid at time and one-half.

## ***Section 12.05 Standby***

- A. Effective July 1, 2014, for employees in Bargaining Units 1, 3, 4, and 5, and effective September 1, 2014, for employees in Bargaining Unit 2, employees on unrestricted standby, as defined by the FLSA, shall receive **\$20.00** per night for each night of the normal work week and **\$30.00** for normal scheduled days off and holidays spent on Standby time.

On July 1, 2016, employees on unrestricted standby, as defined by the FLSA, shall receive \$25.00 per night for each night of the work week and \$35.00 for normal scheduled days off and holidays spent on Standby time.

- B. Non-Exempt employees on **restricted** standby, as defined by the FLSA, shall receive minimum wage for all hours spent on restricted standby.
- C. Social Workers and Social Worker Supervisors in Adult Protective Services and Child Protective Services who are on standby shall receive two hours' salary for each week day they are on standby and three hours salary for each holiday or weekend day they are on standby. This pay shall be in place of the normal standby pay for all other employees.

## ***Section 12.06 Cash Compensation***

### **Departmental Transfer**

Employees transferring between departments shall be paid for all compensatory time off (CTO) prior to going to the new department unless the appointing authority of the new department agrees to assume responsibility for payment of any accrued compensatory time off.

### **Separation of Employment**

Any employee separating from the County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.

## **ARTICLE 13 – ADDITIONAL COMPENSATION**

### ***Section 13.01 Bilingual Pay***

#### **General Policy**

The County has identified certain positions which require bilingual language skills. Positions approved for bilingual pay will generally be those rendering services linking the County with clients who are largely monolingual in a language other than English. Designated bilingual employees will be expected to continue to perform all other job duties required of them by their classification.

#### **Qualification**

To qualify for a bilingual position, employees must be State certified or pass a County qualifying language test in the relevant language at the option of the County.

#### **Premium Compensation**

Designated bilingual employees shall be paid a premium compensation in the amount of \$125 per month for bilingual pay.

Bilingual pay will be payable at the full monthly rate in any month a designated bilingual employee is on paid status at least half of the month. If a designated bilingual employee is on unpaid status or has been placed on paid administrative leave for more than half of the month, the bilingual pay will be reduced by half. No bilingual pay will be paid in a month if an employee is on LWOP or paid administrative leave for the entire month.

Designated bilingual employees hired or assigned bilingual pay within the first 15 days of the month shall receive the full monthly rate for their first month of employment; those hired or assigned bilingual pay after the 15<sup>th</sup> of the month will receive half of the bilingual pay for their first month of employment.

Designated bilingual employees leaving County service during the first 15 days of the month will receive half of the bilingual pay for that month; those leaving service anytime after the 15<sup>th</sup> of the month will be paid the full monthly rate.

### ***Section 13.02 Cook Differential Pay***

Effective September 1, 2014, employees appointed to the 'Cook' classification and assigned to the Sheriff's Department - County Jail shall receive \$175.00 per month for Differential Pay.

Differential Pay will be payable at the full monthly rate in any month an employee is on paid status at least half of the month. If an employee is on unpaid status or has been placed on paid administrative leave for more than half of the month, the differential pay will be reduced by half. No differential pay will be paid in a month that an employee is on LWOP or paid administrative leave for the entire month.

Employees hired within the first 15 days of the month shall receive the full monthly rate for their first month of employment; those hired after the 15<sup>th</sup> of the month will receive half of the differential pay for their first month of employment.

Employees receiving Cook differential leaving County service during the first 15 days of the month will receive half of the differential pay; those leaving service anytime after the 15<sup>th</sup> of the month will be paid the full monthly rate.

## **ARTICLE 14 – CLOTHING ALLOWANCE**

### ***Section 14.01 Uniforms Required***

When required for the convenience and benefit of the County, employees may be required to wear uniform clothing as specified by the appointing authority and approved by the Board.

### ***Section 14.02 Maintenance Provisions***

With the approval of the Board, the appointing authority may authorize the provision or partial provision for such clothing and the cleaning and maintenance thereof, or may authorize payment of a clothing allowance in lieu of such provisions.

### ***Section 14.03 Sheriff's Department Uniform Allowance***

A uniform allowance shall be granted to personnel required to wear uniforms in the Sheriff's Department and its Animal Care Services Division. New employees required to wear a uniform shall receive their first set of uniforms upon entering service. The Department will determine what the uniform needs are and provide the first set at no cost to the employee. In the event that the Board approves a change in the uniform, the full cost of any new uniform shall be borne by the County.

An annual uniform allowance shall be provided in the amount of Five Hundred Forty Dollars (\$540.00) for all Sheriff's Department personnel required to wear uniforms. Effective 9/1/2014, this annual amount increases from \$540 to \$660 for the Animal Care Services Officer classification.

The allowance for all other personnel will be increased to Six Hundred and Sixty Dollars (\$660.00) per year in the event the Sheriff requires that a full uniform be worn on a regular basis.

The uniform allowance shall be prorated on a monthly basis for each month worked and paid in arrears on the regular payday of each month. Any month in which more than 12 days on paid employment status have been completed shall be considered as a full month and employee is eligible for payment of the uniform allowance.

### ***Section 14.04 Protective Footwear Reimbursement***

#### **A. General Statement:**

The County agrees that in certain working situations, including but not limited to working at an active construction site, the risk of injury to County employees may be reduced by the requirement to wear protective footwear. Accordingly, employees will wear protective footwear in the performance of their work duties when so required by the appointing authority.

#### **B. Protective Footwear Specifications:**

Protective footwear is generally defined as a lace up "work" boot with a six inch minimum ankle height, be waterproof, electrical hazard rated, have a composite safety toe cap, and a non-skid, oil resistant sole.

The appointing authority will determine the exact specifications of the protective footwear required for the position.

#### **C. Protective Footwear Reimbursement:**

Every two years a protective footwear reimbursement of **\$300** shall be made available to personnel required by their appointing authority to wear protective footwear in the performance of their duties. The Department will reimburse the actual cost of the Department specified footwear to a maximum of \$300. Employees may purchase two pairs of protective footwear meeting the Department's specifications but will only be reimbursed for a maximum amount of \$300.

**D. Protective Footwear Reimbursement Process:**

To be eligible for reimbursement, an employee must submit the boots with the associated written specifications to ensure they meet the Department's requirements along with a receipt of purchase and a County claim form to his/her Department. Upon submission of the County claim form and verification that the protective footwear meets the Department's specifications, the Department will approve and submit the County claim form for payment.

Employees are eligible for protective footwear reimbursement every two years. The anniversary date is determined by the date of submission of the County claim form and receipt for the original purchase of protective footwear.

New employees required by their Department to wear protective footwear in the performance of their job duties shall be reimbursed as described above for their protective footwear (up to two pairs) upon entering County service.

**E. Maintenance Provisions:**

It is the employee's responsibility to keep his/her protective footwear in operable condition to meet their original performance standards. Protective footwear must be worn at all times, unless directed otherwise by the Department due to a scheduled work activity change, such as when an employee is attending a class.

If, during the course of performing assigned duties, an employee's protective footwear is damaged beyond use as a result of a single incident that is not due to negligence on the part of the employee (not due to normal wear and tear) and replacement is warranted prior to the expiration of 24 months, an exception to the reimbursement schedule may be available at the discretion of the appointing authority and, upon said replacement, a new two year reimbursement increment will begin.



## **ARTICLE 15 – ASSIGNMENTS REQUIRING TRAVEL**

### ***Section 15.01 Travel Expenses/Allowances***

Whenever any officer or employee is ordered or authorized to travel in the performance of his/her duties, s/he shall be compensated for the necessary travel expenses at actual cost, including transportation, lodging and meals. The maximum allowances are covered by Yuba County Administrative Policies and Procedures Manual Travel D-1 and D-3.

### ***Section 15.03 Department Head and Employee Responsibility***

The Department head, or designated representative, may authorize driving privileges to an employee who must drive a county owned, a county leased and/or a privately owned motor vehicle to perform assigned duties, provided the employee meets the following requirements:

- A. Presents to the Department head or designated representative a valid California driver's license appropriate for the motor vehicle(s) the employee will be authorized to drive.
- B. Has no physical impairment(s) which precludes driving.
- C. Maintains a valid California driver's license.
- D. If requesting authorization to drive a private car, then s/he must show proof of minimum liability insurance coverage as required by the financial responsibility law of the California Vehicle Code and has California license plates on the vehicle.

### ***Section 15.03 Authorization Forms***

Driver authorizations forms for both county and private cars shall be developed and revised as necessary by the Risk Management Department. All Department Heads or their designated representatives shall use the form(s) designated by Risk Management.

### ***Section 15.04 Motor Vehicle Record Check***

Motor vehicle record checks may be made by Risk Management with the cooperation of the California State Department of Motor Vehicles in the following instances:

- A. New driver authorizations.
- B. Renewals of driver authorizations.
- C. Whenever deemed necessary by the appointing authority.

All record checks shall be deemed confidential material.

### ***Section 15.05 Cancellation***

An authorized driver's driving privilege shall be deemed to be automatically canceled if a motor vehicle record check on the employee driver reveals that such driver has no license, or has a suspended or revoked license. A Department head or designated representative shall cancel a previously authorized driving privilege whenever an employee retires, terminates, is discharged, or whenever the privilege is no longer necessary for job functions.

### **Section 15.06 Poor Driving Performance**

When an employee is required to drive in the performance of duty, his/her ability and willingness to drive safely is an important aspect of overall job performance. The failure of an employee to drive safely must be a matter of concern to the Department Head who will be expected to take all means available to identify a poor driver and to improve the employee's driving performance or to relieve the employee of that duty. Poor driving, as other poor performance, can be the basis for discipline pursuant to Article 31 of this Agreement as well as other disciplinary and corrective measures. According to Article 31, discipline may include discharge, suspension, demotion for disciplinary purposes, reprimand, as well as other corrective measures. Department Heads shall monitor the accident reports of employees in order to control and minimize the risk liability to the County. To assist Department Heads to identify poor drivers, they shall look for the following situations:

- A.. **Repeated non-serious minor accidents.** These are instances where an authorized driver has a record of three or more on-the-job, non-serious, preventable vehicle accidents in the past 12 months, or 4 in 24 months. Non-serious, minor accidents are accidents that do not result in injuries to persons nor is there damage to the property of any one person or the County that is more than \$250.
- B. **Serious preventable vehicle accidents.** This is defined as any time an authorized driver has a preventable vehicle accident while on the job which results in injury or death, or damage to property of any one person or the County exceeding \$250.
- C. **Willful misconduct or recklessness.** This is any occasion when the facts reported to the Department Head appear to demonstrate a disregard to safety and the employer's business interest.
- D. **Citizen complaints.** Poor driving performance can also be identified by validated citizen complaints or complaints from other County employees.

### **Section 15.07 Reimbursement**

County employees who are required or permitted to use their own vehicles for conducting County business will be reimbursed for their mileage based on the IRS approved rate.

## ARTICLE 16 – BENEFIT PROGRAMS

### ***Section 16.01 Benefit Program Coverage***

All regular employees working an average of 20 regularly scheduled hours per week and the employee's dependents shall be entitled to participate in the County health plans. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' rules. If the employee elects medical coverage, then the employee must participate in a dental plan option and the vision insurance.

### ***Section 16.02 Medical Insurance***

Yuba County offers the following medical options: CalPERS Health Insurance, Dental Insurance and Vision Insurance. Employees have a variety of PPO and HMO medical plans available through CalPERS, however the HMO's are available through zip code eligibility. Dental/Vision plan options include a basic plan and a buy-up plan. Once the selection is made, it will remain in force until the current calendar year ends and will automatically renew unless the employee makes a new selection during an open enrollment period. Changes made during open enrollment will be effective January 1<sup>st</sup> of the next calendar year.

The County will maintain health insurance through the CalPERS Health Insurance Program and make available all plans for which employees are otherwise eligible to participate in as employees of the County of Yuba.

- A. The basic plan for determining the County's contributions shall be the CalPERS Choice PPO plan and Delta Dental Base Plan and MES Vision Plan.
- B. Effective July 1, 2014, for employees in Bargaining Units 1, 3, 4, and 5, and effective September 1, 2014, for employees in Bargaining Unit 2, the County will pay 100% of the basic plan premiums for Dental/Vision for the employee only, and 90% of the basic plan premiums for Health.
- C. Effective July 1, 2014, for employees in Bargaining Units 1, 3, 4, and 5, and effective September 1, 2014, for employees in Bargaining Unit 2 the County will pay 80% of the basic plan premiums for Dental/Vision for the employee plus one dependent or the employee plus more than one dependent, and 70% of the basic plan premiums for Health for the employee plus one dependent or the employee plus more than one dependent.

The County of Yuba agrees to continue the current level of coverage for the Health, Dental, and Vision Insurance for the term of the contract. However, due to the continued rising cost of health care, the County must explore alternatives to our current plans and funding. Both parties agree to proactively review alternative options by continuing to be active in the health care committee. The parties agree to reopen this contract in March 2015 to discuss alternatives to the current benefit provisions with the intent of providing a defined employer contribution for health, dental and vision benefits through the County's cafeteria plan.

**Opt Out Provision.** Eligible employees may elect to "Opt Out" of the County provided health/dental/vision coverage upon proof of other health insurance coverage and shall receive **\$150** per month In Lieu of Premium Savings.

Effective **January 1, 2015**, employees electing to "Opt Out" of the County provided health/dental/vision coverage shall receive **\$200** per month In Lieu of Premium Savings.

Effective **January 1, 2016**, employees electing to "Opt Out" of the County provided health/dental/vision coverage shall receive **\$250** per month In Lieu of Premium Savings.

Employees declining health plan coverage and receiving "In-Lieu of Premium Savings" may re-enroll upon proof of loss of other coverage. In Lieu of Premium Savings is taxable income.

**Section 16.03 Life Insurance**

The County of Yuba provides life insurance coverage of fifty thousand dollars (**\$50,000**) for employees represented by the Union. This change will be effective as soon as administratively practical but no later than 60 days after ratification of a contract.

**Section 16.04 Survivor Health Insurance Continuation**

The County of Yuba agrees to continue health insurance benefits for a surviving spouse and dependents (to the extent eligible as determined by CalPERS) should the employee be killed on the job.

**Section 16.05 Affordable Care Act**

At such times as regulations are issued implementing the Affordable Care Act, the County and YCEA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MLA will be modified or impacted by the Affordable Care Act during the term of this Agreement, it is agreed that the County and YCEA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

## **ARTICLE 17 - RETIREMENT**

### ***Section 17.01 Retirement Formula***

Regular employees holding County employment shall be members of the Public Employees' Retirement System (PERS) as provided by law and the terms of the contract in effect between the County and the Public Employees' Retirement System.

The County will maintain the following Retirement Programs for Classic PERS members:

The 2% @ 55 PERS formula shall be provided for Miscellaneous Retirement category employees.

The County will maintain the following Retirement Programs for PEPRA New employees (entering CalPERS membership on or after January 1, 2013):

The 2% @ 62 PERS formula shall be provided for Miscellaneous Retirement category employees.

### ***Section 17.02 PERS Employee Contribution***

Employees identified by CalPERS as PEPRA New Members will have an employee contribution rate of at least 50% of the normal cost rate of their defined benefit plan.

For the 2014/2015 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Classic members is 22.956% of PERSable payroll. Effective July 1, 2014, and continuing through the 2014/2015 fiscal year, the County shall contribute a maximum of 15.956% of PERSable payroll and Employees, both Classic and New, shall pay 7% of PERSable payroll.

Effective July 1, 2015, the County and the Employees will share the increased employer pension costs equally with each paying 50% of the employer cost increase set by CalPERS for Fiscal Year 2015/2016 and Fiscal Year 2016/2017. Further, adjustments to employee contributions will be negotiated in future years.

### ***Section 17.03 Credit for Unused Sick Leave***

The County contracted with the California Public Employees Retirement System (CalPERS) to provide Section 20965 Credit for Unused Sick Leave Benefit for employees in the Miscellaneous Retirement group. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula. For policy and procedures regarding this provision, review Section 19.14, of this Agreement.

### ***Section 17.04 Pre-Retirement Optional Settlement 2W Death Benefit***

The County contracted with CalPERS to provide Section 21548 Pre-Retirement Option 2W Death Benefit for the Miscellaneous Retirement Plan members. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.

### ***Section 17.05 Social Security / MediCare Application***

During the term of this Agreement, the County and the Union will meet to discuss and explore the feasibility and process for reentering the Social Security System. The parties will provide a report

back to the County Administrator no later than July 15, 2015, regarding their findings. Additionally, the parties agree to review the history of the employees excluded from MediCare and whether there are effective remedies to provide coverage to affected employees.

## **ARTICLE 18 - VACATION LEAVE WITH PAY**

### ***Section 18.01 General Policy***

Vacation leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

### ***Section 18.02 Time Vacation Leave Begins to Accrue***

Each employee in a regular full-time position shall receive 48 hours vacation leave after the completion of 6 months service from the date of original appointment to a budgeted position and receipt of a satisfactory performance evaluation. Upon the completion of 1 year service from the original date of appointment and upon passing probation, the employee shall be credited with an additional 48 hours vacation leave.

No vacation leave shall accrue or be available to the employee prior to the completion of the required six months and/or one year time periods.

### ***Section 18.03 Date of Appointment***

For purposes of this Article, Date of Appointment shall be the 1<sup>st</sup> day of the month following the month in which such employee begins work. However, if a new employee begins work within the 1<sup>st</sup> three working days of a month, the Date of Appointment shall be the 1<sup>st</sup> of that month.

### ***Section 18.04 Leave Accrual***

- A. Vacation leave credit shall accrue on the 1<sup>st</sup> day of the month following the month when vacation leave credit is earned.
- B. No vacation leave shall be earned when an employee is on leave without pay for half of a working month or more.
- C. No credit shall be earned for less than a full final month's service when an employee separates for any reason.

### ***Section 18.05 Part-Time Employee***

A part-time employee shall accrue vacation leave in the proportion that his/her regularly scheduled hours of service compares to regular full-time service.

### ***Section 18.06 Rates of Accrual***

After one year each regular full-time employee shall accrue and receive vacation leave based on the following as computed from his/her Hire Date:

<b>Length of Service</b>	<b>Number of Hours Per Month</b>
Through completion of 5 years	8.00 hours
More than 5 through completion of 10 years	10.75 hours
More than 10 through completion of 15 years	12.00 hours
More than 16 through completion of 20 years	13.50 hours
More than 20 years completed	16.00 hours

When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall receive the rate of accrual based on the prior service as if s/he had been on leave without pay.

### **Section 18.07 Maximum Accrual**

Vacation leave shall be accumulated to a maximum limit as indicated below:

Unit	Hire Date	Maximum Accrual
1, 2	Before 8/19/1986	2 Years
1,2	After 8/19/1986	350 Hours
3, 4, 5	Before 7/1/1985	2 Years
3, 4, 5	After 7/1/1985	350 Hours

The Department Head and employee shall, while considering the needs of the department, schedule sufficient vacation to avoid the employee exceeding the maximum accrual by the end of the fiscal year. Should the employee fail to request time off, the Department Head may schedule the vacation to the extent necessary to ensure the employee does not exceed the maximum accrual. Any employee who, at the close of any fiscal year, has accumulated vacation leave in excess of the maximum accrual shall be paid for that amount of excess leave at the employee's current rate of pay.

### **Section 18.08 Use of Vacation Leave**

- A. Vacation Accruals earned at the end of the month are available for use the 1<sup>st</sup> of the following month.
- B. The Department Head shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- C. Denial of an employee's request for use of vacation leave must be based on business necessity.
- D. **Last Day of Work.** Employees who are terminating their employment for reasons other than County retirement (with no other employment) shall not use vacation to extend their termination date (e.g. requesting vacation to begin March 7 while actual termination date is March 13, etc.).
- E. A person receiving pay in lieu of unused vacation may not be re-employed by Yuba County in any capacity until a number of working days equal to the number of days paid for vacation have elapsed following the effective date of separation.

**Workers' Compensation/Job Protected Leave/SDI Exception:** An employee on Workers' Compensation or Job Protected leave or SDI may make an irrevocable choice after exhausting sick leave and prior to using 40 hours of vacation not to use additional vacation hours to supplement disability benefits. However, should the employee make such irrevocable choice, s/he may not use vacation hours until s/he has returned to work full time for thirty (30) calendar days, nor may s/he be eligible for donation of catastrophic leave. The right to exercise an irrevocable choice applies separately to each leave of absence. [Refer to Article 23 Leave of Absence Without Pay].

### **Section 18.09 Minimum Charge**

In any use of vacation, the minimum charge to the employee's vacation account shall be one quarter (1/4) hour. Additional actual absence over one quarter (1/4) hour shall be charged to the nearest one quarter (1/4) hour and shall not exceed the employee's accrued vacation hours.



***Section 18.10 Cash Compensation Upon Separation of County Service***

An employee whose employment is terminated for any reason shall be paid a sum equal to his/her accrued vacation leave. Such sum shall be computed on the basis of the hourly equivalent of such employee's monthly salary as of the date of separation of employment.

## **ARTICLE 19 – SICK LEAVE WITH PAY**

### ***Section 19.01 General Policy***

Sick leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

### ***Section 19.02 Definition***

Sick leave means the necessary absence from duty of an employee because of:

- A. The employee's illness or injury;
- B. The employee's exposure to a contagious disease;
- C. Any medical treatment, or recovery from such treatment, prescribed by a licensed practitioner.
- D. Bereavement. In the case of the death of a person in the employee's immediate family, the employee may use up to five days of sick leave, and any accumulated vacation leave, for each occurrence. [Reference Section 22.02 Paid Leave of this Agreement]
- E. Family Sick Leave. An employee may use Family Sick Leave for the illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to eighty (80) hours per calendar year of the employee's accumulated unused sick leave may be used for this purpose.

### ***Section 19.03 Time Sick Leave Begins to Accrue***

An employee shall not accrue sick leave with pay until the 1st day of the month following the month in which such employee begins work. However, if an employee begins work within the 1st three working days of the month, then that employee shall accrue sick leave for that month.

### ***Section 19.04 Part-Time Employee***

A part-time employee shall accrue sick leave in the proportion that his regularly scheduled hours of service compares to regular full-time service.

### ***Section 19.05 Rate of Accrual***

Sick leave shall be earned and accrued without a maximum limit and shall be earned as follows:

- A. Each regular full-time employee shall accrue sick leave with pay at the rate of eight hours per month except as follows: Office/Clerical (#1); Crafts/Maintenance/Service (#2); Technical (#3); Professional (#4); and Supervisory (#5) Unit Employees appointed **before October 1, 1978**, shall accrue sick leave with pay at the rate of ten hours per month.
- B. A part-time employee shall accrue sick leave in a proportion that directly relates to regularly scheduled hours of service compared to regular full-time service.
- C. No sick leave credit shall be earned when an employee is on leave without pay for half of a working month or more. No sick leave will be earned for less than a full final month's service when an employee separates for any reason.

## **Section 19.06 Use of Sick Leave**

- A. Sick leave accruals may be used in accordance with the provisions of this Agreement once they are earned. Sick leave accruals are earned at the end of the month and are available for use the 1<sup>st</sup> day of the following month.
- B. Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the State Disability Insurance (SD) or Worker's Compensation (WC) program.
- C. An employee is to return to work as soon as s/he recovers from an illness or injury, including the return to a shift or work day in progress.
- D. Employees who are too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift if feasible but no later than within the first hour of work. Department Heads or designees shall have the option of instructing employees to either leave a message for a supervisor or the department designated contact person. If a message is left for the department, it shall include a call-back number for any follow-up information.
- E. An employee who has been directed by a medical professional to remain off work for more than one day shall not be required to report the absence each day, if acceptable documentation has been provided to the department verifying the attending physician's directions.
- F. Employees shall only be required to provide general information about the nature of the illness or injury that necessitated their absence from work. The information requested shall be solely for the purpose of determining the legitimate use of sick leave.

**Workers' Compensation/Job Protected Leave/SDI Exception:** An employee on Workers' Compensation leave, Job Protected Leave or SDI may make an irrevocable choice after exhausting sick leave and prior to using 40 hours of vacation not to use additional vacation hours to supplement the disability benefits. However, should the employee make such irrevocable choice, s/he may not use vacation hours until s/he has returned to work full time for thirty (30) calendar days, nor may s/he be eligible for donation of catastrophic leave. [The right to exercise an irrevocable choice applies separately to each leave of absence. Reference Article 23 Leave of Absence Without Pay of this Agreement]

## **Section 19.07 Minimum Charge**

In any instance involving use of a fraction of a day's sick leave, the minimum charge shall be one quarter (1/4) hour, while additional actual absence over one quarter (1/4) hour shall be charged to the nearest one quarter (1/4) hour.

## **Section 19.08 Recovery of SDI/WC Overpayment: Sick Leave Usage in Conjunction with SDI/WC**

For employees covered under the State Disability Insurance (SDI), Paid Family Leave (PFL) program or Workers' Compensation Program (WC), accrued leave may be used to supplement these benefit payments. In no instance, however, shall the combination of SDI, PFL, WC, accrued leave, or other County benefit payments exceed one hundred (100) percent of the employee's monthly salary calculated on an hourly, weekly, bi-weekly, or monthly basis.

Employees are required to notify the auditor's office within five business days upon receipt of benefits, so that the benefits can be integrated. In some cases due to delays in receiving checks under WC or SDI/PFL, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within five business days unless the employee's condition prevents this. Failure to make arrangements to pay back the overpayment violates County rules. Accordingly this may result in the County taking progressive disciplinary action up to and including termination from employment.

If an employee voluntarily makes arrangements for repayment prior to notification of disciplinary action, the Auditor may limit repayment to 10% of gross pay each month, or a more substantial amount agreed upon, until the total amount is repaid. If the employee has made no repayment arrangements within two months of first receiving duplicate benefits, the Auditor's office will begin deducting 10% of the employee's gross pay each month until the total amount is repaid.

### ***Section 19.09 Exclusions***

No employee shall be entitled to sick leave while absent from duty on account of any of the following cases:

- A.     Sickness or injury sustained while on leave of absence without pay.
- B.     Sickness or injury purposely self-inflicted or caused by willful misconduct.
- C.     Subsequent to a determination by the Public Employees' Retirement System that a sickness or injury qualifies an employee for disability retirement.

### ***Section 19.10 Proof Required***

The Department Head shall approve sick leave only after having ascertained that the absence was for an authorized reason. The Department Head may require the employee to submit substantiating evidence including but not limited to a physician's certificate. The request for substantiating evidence must be made either on or before the time the employee informs the department of his/her absence or prior to the employee's return to work. If the Department Head does not consider the evidence adequate, the employee's request for the use of sick leave shall not be approved.

### ***Section 19.11 Records***

Sick leave balances shall be maintained by the Auditor through payroll records.

### ***Section 19.12 Loss of Sick Leave***

- A.     Any employee whose continuity of employment is broken for any reason other than Sections 19.13 and 19.14 of this Article shall lose entitlement to any sick leave which has accrued.
- B.     When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall be credited with any unpaid sick leave which s/he had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.

### ***Section 19.13 Payout of Sick Leave Upon Separation from Employment***

After ten (10) continuous years of permanent employment with the County: upon separation of employment by death or retirement in accordance with provisions of the Public Employees Retirement Law, as amended, or by resignation or layoff, an employee shall be paid a sum equal to 25% of his/her earned sick leave computed on the basis of the hourly equivalent to such employee's monthly salary as of the time of death, retirement, lay-off or resignation.

### ***Section 19.14 Convert Unused Sick Leave for CalPERS Service Credit Upon Retirement***

The County contracted with CalPERS to provide Section 20965 Unused Sick Leave conversion for the Miscellaneous Retirement Plan members. In accordance with provisions of the Public Employees Retirement Law, as amended, employees retiring may elect to:

- A. Convert all of their unused sick leave to service credit; OR
- B. If the retiring employee has 10 continuous years of permanent employment with the County, upon retirement the employee may elect to receive up to 25% of his/her unused sick leave as pay at the regular rate of pay in accordance with Section 19.13 of this Article and convert the remaining balance of unused sick leave to service credit.

## ARTICLE 20 - CATASTROPHIC LEAVE

Regular employees may be entitled to receive donated vacation leave hours from other regular employees based upon the following criteria.

- A. Each case will be reviewed individually on its merits and either approved or rejected based upon the principal criteria that the purpose of catastrophic leave is to ensure that the employee's medical coverage continues without interruption and to provide continued salary for these catastrophic incidents.
- B. To be eligible, an employee must have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., or have an immediate family member with a long-term illness or injury which results in the employee being required to take time off from work to care for that family member and must have exhausted all personal vacation, sick leave and CTO, or soon will have exhausted such leave resulting in the employee being in a non-paid status.
- C. The person receiving the donated hours must have obtained permanent employment status with Yuba County.
- D. Donations must be made to a specific individual regular employee only. Donations must be made in eight hour blocks of time.
- E. Once the employee has pledged leave hours, the donated hours cannot be reclaimed by the employee until it is determined that the hours are no longer needed by the employee to whom the hours were donated.
- F. An employee who is utilizing donated hours shall not earn or accrue additional vacation or sick leave.
- G. In no event shall donated time have the effect of altering the employment rights of the County or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- H. The recipient employee shall provide verification of the illness or injury that qualified them to receive donated leave hours initially and as needed to the Department Head and Human Resources Director.
- I. Any employee who feels that another employee has the need for catastrophic leave shall submit the reasons and circumstances in writing to the Department Head. A request on behalf of an employee shall be initiated by a Department Head. The Human Resources Director shall take the request to the County Administrator for approval or disapproval. If the request is approved, the employee desiring to donate time shall complete forms available in the Human Resources Department. All donations shall remain confidential.
- J. When an employee has sufficient sick leave hours accrued and has exhausted the 80 hours of family sick leave usage allowed in Section 19.02 E of this Agreement, the County Administrator on a case-by-case basis may consider waving the 80 hour limitation on the use of sick leave for dependent care.
- K. It is understood that the donation of leave time is strictly voluntary. The information regarding the approval and the option to donate shall be made available to employees. Human Resources will issue written notice to all employees when an employee is authorized to receive leave donations.
- L. Solicitation or other pressure to require employees to donate from their leave balances shall be strictly prohibited.

## ARTICLE 21 – HOLIDAYS

### **Section 21.01 Coverage**

All regular and probationary employees shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

An employee who works on a holiday (as defined in this Agreement) shall receive eight hours pay for the holiday plus one and one half (1 ½) times the employee's regular rate of pay for all hours worked on that holiday. [Reference Section 12.03 Holiday Pay of this Agreement]

### **Section 21.02 Holidays**

The following are declared holidays for all County departments and offices:

- 1st day of January (New Year's Day)
- 3rd Monday in January (Dr. Martin Luther King, Jr. Day)
- 3rd Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- 4th day of July (Independence Day)
- 1st Monday in September (Labor Day)
- 11th day of November (Veteran's Day)
- 4th Thursday in November (Thanksgiving Day) and the following day
- 24th day of December (Christmas Eve) for all employees except court employees
- 25th day of December (Christmas Day)

Any day designated as a holiday by proclamation of the Governor or the President of the United States, when affirmatively made a holiday by resolution by the Board.

### **Section 21.03 Floating Holidays**

**General Policy.** On January 1<sup>st</sup> of each year, Yuba County grants two floating holidays (16 hours) to each regular full time employee to be used within the calendar year. Failure to request the use of the floating holidays within the specified time shall result in the loss of any unused holidays at the end of the calendar year, unless otherwise indicated within this section.

**Rate of Accrual.** Floating holidays shall be granted to new hires as follows:

- A. Employees who begin work between January 1 and the last day of February of any given year shall receive two floating holidays.
- B. Employees who begin work between March 1 and September 30 of any given year shall receive one floating holiday for that year.
- C. Employees hired on or after October 1st will not receive any floating holidays for that year.

**Part Time Employees.** Part Time employees shall receive floating holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

**Usage.** Subject to advance approval by the Department Head, these holidays may be taken at any time during the calendar year but must be taken within the calendar year in which they are given.

Failure to take the floating holiday within the specified time shall result in the loss of any unused holidays at the end of the calendar year.

**Minimum Charge.** Floating holidays are to be taken 8 hours at a time and are not to be utilized on a partial basis except for employees on a 4/10 schedule who may use them in 2 hour increments to supplement 8 hour holidays.

**Cash Compensation.** Except as provided hereafter, if a request to use a holiday has been made and denied twice prior to September 30, the employee shall be compensated at time and one-half for eight hours for the holiday.

**Cash Compensation Upon Separation.** No payout will be made for unused floating holidays unless the employee has attempted to take them and has been denied. Employees who are laid off shall receive pay for all unused floating holidays.

#### ***Section 21.04 Miscellaneous Provisions***

- A. If a legal holiday falls on the first day of an employee's regular days off (usually Saturday), then the previous day will be observed as a holiday. If a legal holiday falls on the second day of an employee's regular days off (usually Sunday) then the following day will be observed as a holiday.
- B. A regular part-time employee shall be entitled to a holiday with pay only if, but for such holiday, the employee would be scheduled to work and such employee is in a paid status on the date immediately preceding or succeeding the holiday (as defined in this Article). The employee shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.
- C. A regular employee, whose basic work week is other than Monday through Friday, and whose regular day off falls on a legal holiday, shall, at the discretion of the Department Head, be entitled to:
  - 1. Equivalent compensated time off scheduled the working day preceding or following the legal holiday; or
  - 2. Equivalent compensated time off scheduled within sixty (60) days following the legal holiday; or
  - 3. Pay for eight (8) hours work.

Compensated time off due to any employee shall be equivalent to a maximum of eight (8) hours.

- D. In order to be eligible for holiday pay, an employee must be at work or on paid leave on the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day immediately following the holiday. This does not affect people who work shifts and have a regularly scheduled day off before or after a holiday.



## **ARTICLE 22 – PAID LEAVE**

### ***Section 22.01 Paid Administrative Leave***

Any regular or probationary employee of the County may be placed on administrative leave with or without pay by the appointing authority when extraordinary circumstances exist and such leave is necessary for the operation of the department.

### ***Section 22.02 Bereavement Leave***

An employee may use up to five days of sick leave, and any accumulated vacation leave, for each occurrence of a death in the employee's immediate family. [Reference Section 19.02 Definition of this Agreement]

### ***Section 22.03 Military Leave***

Military leave shall be granted in accordance with the provisions of state and federal law. The Human Resources Director is hereby designated to administer the mandatory military absence provisions of the Military and Veterans Code and to establish such rules and procedures as are necessary or expedient. The following provisions, which are essential to effective salary administration, are also delegated to the Human Resources Director for administration.

A specific calendar period of military leave shall be established for each employee who is granted leave pursuant to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An employee who does not return within the period of approved military leave shall be granted three months additional military leave and thereafter be terminated provided, however, that an employee who is so terminated and who later requests to return to duty shall be granted any benefits and privileges which are required by the Military and Veterans Code.

- A. An employee who is a member of the reserve corps of the armed forces, of the National Guard or the Naval Militia and who has one full year of continuous service immediately preceding the leave, and who takes temporary military leave of 180 days or less (including travel time) shall be maintained in his position and, upon his return to duty after the prescribed period of temporary leave, shall receive all vacation, sick leave and benefits arising from seniority in the County and in his class which he would have accrued had he not been absent on military leave.
- B. If discharged or released under honorable conditions, an employee who takes military leave other than as described in Section 22.03 A shall have the right to return to his former position within three months after termination of his active military service provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve months after the first date he could terminate or could cause to have terminated his active military service. Such employee shall receive no benefits for the period of his absence except as provided in Section 22.03 C hereof, but following his return to duty such employee shall resume accrual of all benefits as though he had not been absent on military leave.
- C. An employee who has satisfactorily completed six months of continuous service immediately prior to taking ordered military leave in accordance with Section 22.03 A and B above, shall receive payment equivalent to one-half month's salary he would otherwise have received for the 1<sup>st</sup> one-half month of the military leave, and an employee who has one full year of continuous service immediately prior to taking ordered military leave in accordance with Section 22.03 A or B above, shall receive a payment equivalent to a full month's salary he would otherwise have received for the 1<sup>st</sup> full month of military leave upon submitting satisfactory evidence of military service. Only one such payment shall be made during any

one period of ordered military service, and the total amount of such payment shall not be in excess of the limits therein prescribed.

#### ***Section 22.04 Supplemental Pay and Continuation of Benefits Upon Activation During National Crisis***

In recognition of the special service and sacrifice of our County employees who are also members of our armed forces, employees who are called to active duty shall have their salaries supplemented such that they shall receive the difference between their regular County salary and their military pay. Supplemental pay shall begin on the 31st day of military leave and continue until the employee is released from military service, but no longer than two years. To determine the amount of additional compensation to be paid to the employee, the employee's military pay will be subtracted from the employee's pay that was in effect prior to call-up. The difference would be the amount the employee would receive to supplement the military pay.

County health benefits in effect at the time of call-up shall remain in effect until the end of the employee's recall to active duty. Those employees with dependents under the County Health Plan who wish to continue dependent coverage may do so by continuing to pay the appropriate dependent cost during the time they are eligible for supplemental pay.

#### ***Section 22.05 Jury Duty***

Each regular employee shall be allowed such time off with pay as required in connection with jury duty provided, however, that payment shall be made for such time off only upon remittance of full jury fees (not to include mileage), or upon submission of acceptable evidence that jury fees are waived.

- A. An employee shall notify his/her appointing authority immediately upon receiving notice of jury duty.
- B. An employee who uses vacation leave or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.
- C. The employee shall be required to return to work on any day s/he is excused from jury duty with over an hour remaining of the work day, or charge the remainder of the day to vacation.

#### ***Section 22.06 Leave for Witness Duty***

Each regular employee shall be allowed leave with pay in any case where such employee is required by law to appear as a witness in any judicial or administrative proceeding connected with or arising out of the performance of such employee's official duties as a County employee provided, however, that the payment shall be made for such leave only upon remittance to the County of all witness fees to which the employee is entitled by law.

##### **Payment of Traveling Expenses**

In any case where a regular employee is required by law to appear as a witness in any proceeding connected with or arising out of the performance of such employee's official duties as a County employee, such employee shall be reimbursed for all reasonable and necessary expenses incurred by such employee in making such appearance, including transportation, lodging and meals provided, however, that in order to be entitled to such reimbursement, such employee must remit to the County any amount which such employee is entitled by law to receive as a witness including, but not limited to, any per diem or mileage allowance.

## **ARTICLE 23 – LEAVE OF ABSENCE WITHOUT PAY**

### **Section 23.01 General Policy**

An employee shall be authorized leave without pay only after all accumulated vacation leave, floating holidays and compensatory time off have been utilized by such employee. If such leave is requested because of illness or injury of an employee, such employee shall also utilize all accrued sick leave before taking such leave of absence.

**Workers' Compensation/Job Protected Leave/SDI Exception:** An employee on workers' compensation, job protected leave or SDI may make an irrevocable choice after exhausting his/her sick leave and prior to using 40 hours of vacation not to use additional vacation to supplement the disability benefits. However, should s/he do so, s/he may not use his/her vacation until s/he has returned to work full time for thirty (30) calendar days, nor may s/he be eligible for donation of catastrophic leave. The right to exercise an irrevocable choice applies separately to each leave of absence. [Reference Article 20 Catastrophic Leave of this Agreement]

### **Section 23.02 Impact of Leave of Absence Without Pay**

- A. **Leave Accrual.** Employees granted a leave of absence without pay in excess of 15 calendar days shall not accrue any annual vacation or sick leave benefits during the period of such leave.
- B. **Health/Dental/Vision and Life Insurance.** Employees granted a leave of absence without pay shall be entitled to maintain any Health/Dental/Vision or Life Insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee. Exception: in the case of an employee on non-paid leave of absence caused by a job-related injury or illness, the County will continue to pay the County's portion of the insurance premiums if, at the time the employee went out on worker's compensation, s/he had a sick leave balance of 192 hours or more. The employee will be exempt from the accrual requirement if s/he can demonstrate s/he would have had the 192 hours had it not been for a serious injury or illness requiring the use of sick leave in excess of 4 weeks (160 hours) at one time.
- C. **Seniority.** Seniority credit will not be earned for any period during which the employee did not receive compensation. For employees participating in the Catastrophic Leave Program, seniority credit will not be earned for any period during which the employee received donated time. [Reference Section 29.03 Lay-Off List Computation Seniority Defined of this Agreement]. Unless the employee is on a non-paid leave of absence caused by a job-related injury or illness.
- D. **Probationary Period.** The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary period to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave. [Reference Section 27.01 Probationary Periods of this Agreement]
- E. **Service Computation Date (SCD).** A regular employee's Service Computation Date will be adjusted by one day for each eight hour increment of LWOP.

### **Section 23.03 Departmental Leave Without Pay**

A Department Head may authorize a departmental leave without pay for a regular employee for a period of time **not to exceed** 15 calendar days.

### ***Section 23.04 Official Leave Without Pay***

Initially, an official leave of absence may be authorized for any regular employee for a period of time in **excess** of 15 calendar days but not to exceed 1 year. An official leave of absence without pay may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least ten days prior to the end of the originally authorized leave.

- A. A request for an official leave of absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reasons for the request, the date when it is desired to begin the leave of absence, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her Department Head. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, his/her spouse or immediate family member may request such leave. The Department Head shall indicate on the request form a recommendation as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. If the Human Resources Director concurs in the request to grant the leave, a copy of the leave form shall be delivered to the Auditor. If the Human Resources Director does not concur in the request to grant leave, the request for an official leave of absence will be forwarded for review to the County Administrator. The County Administrator shall determine whether the request shall be approved or denied. If the Human Resources Director concurs with the Department Head that the request should be denied, it is denied. However, the employee may appeal the denial to the Board of Supervisors within ten calendar days of the notice of the decision.
- B. The Human Resources Department shall be promptly notified by the Department of the return of an employee from an official leave of absence.
- C. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof.

### ***Section 23.05 Educational Leave***

- A. Any employee with the approval of the Department Head, the Human Resources Director and County Administrator may be granted educational leave of absence without pay for education or training.
- B. Any employee who is granted educational leave without pay shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to the benefits of any hospitalization or life insurance program in effect; provided that the cost of such insurance shall be borne solely by the employee.

### ***Section 23.06 Failure to Return from Authorized Leave of Absence***

Failure of an employee to return upon termination of an authorized leave of absence shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for the absence within three days of the date the resignation became effective.

## **Article 24 - AWOL/Tardy**

Employees are expected to report to work in sufficient time to begin work at their designated start time and to return to work promptly from their break and lunch periods. Should an employee be tardy without authorization, his/her time sheet shall reflect that s/he was Absent Without Leave (AWOL) for the amount of time s/he was tardy. It is understood that flexibility is in the interest of both the County and the employee; however, should the employee's position require prompt arrival or return to work or the employee's tardiness becomes excessive or abusive, progressive discipline may be imposed.

- A. Employees determined to be Absent Without Leave (AWOL) will be charged Leave Without Pay (LWOP) and will not be required to use vacation hours.
- B. Leave Without Pay will be charged in quarter hour (1/4) increments for any part of each quarter hour an employee is AWOL.
- C. The employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the appointing authority or his/her designee.

## ARTICLE 25 - PROTECTED LEAVES

### ***Section 25.01 General Policy.***

The County provides the following job protected leaves: Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL) as mandated by Federal or State law. More information may be obtained through the following links:

- **Family Medical Leave Act (FMLA):**  
<http://www.dol.gov/whd/fmla/>
- **California Family Rights Act (CFRA):**  
[http://www.dfeh.ca.gov/Publications\\_CFRADefined.htm](http://www.dfeh.ca.gov/Publications_CFRADefined.htm)
- **California Pregnancy Disability Leave (PDL)**  
[http://www.dfeh.ca.gov/Publications\\_StatLaws\\_PregDiscr.htm](http://www.dfeh.ca.gov/Publications_StatLaws_PregDiscr.htm)

If an employee feels s/he is entitled to a leave, the employee should contact Human Resources for the appropriate paperwork. The leaves will run concurrently where applicable. The County utilizes the rolling 12 month period measured backward from the date an employee uses FMLA/CFRA leave.

All accrued or available leave time runs concurrently with job protected leave unless the employee elects the Workers' Compensation/Job Protected Leave/SDI Exception outlined in Articles 19, 21 and 23.

## **ARTICLE 26 – EMPLOYEE PERFORMANCE APPRAISAL AND EVALUATION**

### ***Section 26.01 Purpose.***

All aspects of regular employee work performance will be reviewed and assessed as a means of enhancing employees' career growth and development; identifying above and below satisfactory work performance; fostering employer-employee relations; providing a high level of service to the public; and effectively utilizing human resources to carry out the public's business.

- A. Evaluations shall include narrative remarks to support the overall rating.
- B. An employee who receives an overall rating of less than meets standards and/or a recommendation for denial of his/her merit step increase will have the following included in the evaluation:
  - 1. A clear statement identifying specific problems with the employee's work performance which support the rating and/or merit increase denial;
  - 2. Factual evidence to support any identified statements of deficiency;
  - 3. Reference to any prior counseling regarding problems with the employee's performance;
  - 4. Constructive recommendations for improving performance or addressing deficiency;
  - 5. A suggested time frame for improvement.
- C. Outstanding performance shall be recognized, as well.
- D. Each performance appraisal covering a particular time period shall document only that performance which actually occurred during the subject appraisal period.

### ***Section 26.02 Review of Performance Appraisal.***

Each performance appraisal must be discussed with the employee prior to the Department Head's appraisal or prior to the time the appraisal is placed in the employee's central personnel file. Every employee has the right to meet with his or her Department Head concerning the results of the performance evaluation. Said review must follow the formal chain of command established for the department. Evaluations may not be appealed however, should the employee not agree with an evaluation after meeting with the Department Head, s/he shall have the right to file a written response within 30 days which shall be filed in his/her personnel file with the evaluation. The evaluation may be modified by or at the direction of the Department Head if s/he determines that it is unsupported by factual data, evidence of prior counseling or if it is determined that the evaluation is arbitrary or capricious.

### ***Section 26.03 Withhold Longevity/Merit Step Index Increase***

For employees hired on or before 6/30/2013, Longevity/Merit Step Index increases will occur automatically on the employee's SAD unless the Human Resources Department is notified at least 30 days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, it will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards. [Reference Section 11.06 Salary Anniversary Date for Merit/Longevity Index Rate Adjustments of this Agreement]

Employees hired on or after 7/1/2013 will adhere to the following provisions in Article 11 Section 11.16 Salary Anniversary Date (SAD) For Merit Index Rate Adjustments and Section 11.18 Performance Based Merit Delay.

Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received at least 30 days in advance, but no more than 60 days in advance, an evaluation that shows that the employee at least "meets standards." If the evaluation is not timely as per this section, the merit increase will fall on the 1<sup>st</sup> day of the month following a 30 day waiting period. [Reference Section 11.16 Salary Anniversary Date (SAD) for Merit Index Rate Adjustments of this Agreement].

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the 1<sup>st</sup> day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1<sup>st</sup> day of the month then the merit increase will be given in that same month.

Salary Anniversary Date (SAD) delays for receiving less than a "meets standard" performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "meets standards" performance evaluation will permanently reduce an employee's SAD by one month (i.e. move the SAD forward one month). Reference Section 11.18 Performance Based Delay of this Agreement].



## **ARTICLE 27 – PROBATIONARY PERIODS**

### ***Section 27.01 Probationary Periods***

All employees entering County Service by appointment to a permanent position in the classified service shall have a probationary period of 12 months.

### ***Section 27.02 Computing the Probationary Period***

All probationary periods shall run from the 1<sup>st</sup> day of the month following the date of employment or position effective date. In the event the date of employment or position effective date is within the first three (3) calendar days of the month, then the probationary period will run from the first of that month.

### ***Section 27.03 Acquisition of Permanent Status***

A probationary employee acquires permanent status upon completion of the probationary period.

### ***Section 27.04 Postponement of Probationary Period***

The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary date to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

### ***Section 27.05 Temporary Appointment***

The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period.

### ***Section 27.06 Probationary Period Upon Promotion***

An employee with permanent status who is promoted to a position in a class having a higher salary range shall serve a 12 month probationary period before attaining permanent status in that position.

Notwithstanding any other provision of these rules, an employee who has attained permanent status in a county position and who fails probation in a position to which the employee has been promoted shall be restored to the position from which the employee was promoted. Upon returning to the former position, if the employee had not completed probation in that position, the employee shall be required to complete the probationary period not served in that position.

If the employee has never held permanent status in a county position and fails probation upon a promotion, the employee may go back to the old position only with the approval of the Department Head and shall have no return rights to any other position. Upon returning to the former position, the employee shall be required to complete the probationary period not served in that position.

### ***Section 27.07 Probationary Period Upon Transfer***

An employee who transfers to another department shall serve a new probationary period. If the employee should fail that new probationary period, upon approval of the former Department Head, the employee may return to the former position.

### ***Section 27.08 Probationary Period Upon Demotion***

Any employee with permanent status who demotes to a position in another department for reasons other than discipline, or in case of layoff, shall serve a new 12 month probationary period.

### ***Section 27.09 Separation During Probationary Period***

A probationary employee may be discharged by the appointing authority without cause during the probationary period. The appointing authority may, at any time before the effective date thereof, withdraw or cancel such notice of termination. Except as provided in Yuba County Ordinance Code, Title III Personnel, Chapter 3.10 Employer-Employee Relations Policy Section 3.10.100 (ii) a discharged probationary employee shall have no right of appeal for dismissal or demotion.

### ***Section 27.10 Probationary Period upon Re-Employment***

A person re-employed by the same Department in a classification in which s/he has previously held permanent status, shall not serve a new probationary period if such re-employment occurs within one year from the date of separation.

If a person is re-employed in the same Department and classification s/he previously held but did not obtain permanent status prior to separation, s/he shall be subject to completing the condition of the initial probation period. If a person is re-employed in the same classification but in a different Department, a new initial probation period must be completed.

### ***Section 27.11 Probation Upon Reclassification.***

An employee whose position has been reclassified will not be required to serve a new probationary period because of the reclassification. However, the employee will be required to finish any probationary period prior to reclassification.

## **ARTICLE 28 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY**

### ***Section 28.01 Transfers Within Offices or Departments.***

An employee may transfer to the same or comparable classification (salary within 5%) within the same department or to another department without further examination.

### ***Section 28.02 Interdepartmental Transfers.***

No employee shall be transferred to a position in another office or department unless prior to the transfer:

- A. The two positions have similar minimum qualifications and duties and the affected employee possesses the minimum qualifications for the position to which s/he is being transferred.
- b. The positions, if not in the same class, are in the same salary range; provided that an employee may voluntarily demote to a position in a lower salary range.
- C. The appointing authorities of the two offices or departments have approved the transfer in writing.
- D. The employee has approved the transfer in writing.
- E. The Human Resources Director has approved the transfer.

### ***Section 28.03 Temporary Transfers.***

The appointing authority may temporarily transfer a regular employee to a regularly authorized position in a class having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary transfer shall not exceed a period of 90 days unless a longer period is specifically authorized by the County Administrator. The salary of the employee during the period of such temporary transfer shall be determined in accordance with Article 11 of this Agreement. The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period. [Reference Section 27.05 Temporary Appointment of this Agreement]

### ***Section 28.04 Reassignments***

The movement of an employee from one position to another of the same classification within the same department is a reassignment, not a transfer, and may be accomplished at the discretion of the appointing authority.

### ***Section 28.05 Promotions***

- A. **Advancement According to Merit and Ability.** The Human Resources Director, each officer and Department Head shall encourage economy and efficiency in and devotion to County service by encouraging promotional advancement of employees showing willingness and ability to perform efficiently the services assigned to them. Every person in County service shall be given the opportunity to advance according to merit and ability.
- B. **Filling Vacancies by Promotion; Promotional Lists.** Vacancies in positions shall be filled insofar as possible and consistent with the best interests of the County from among County employees, and appropriate promotional lists shall be established for this purpose.

- C. **Selection Procedures.** Whenever the Human Resources Director determines that the needs of County service so require, s/he may announce and hold promotional selection procedures for purposes of establishing County-wide or departmental promotional lists.
- D. **Eligibility.** Promotional examinations shall be limited to employees specified in this section.
- E. **Promotional Eligibility.** An employee in an office or department designated by the Human Resources Director as appropriate may participate in a promotional selection procedure.
- F. **Qualifications.** No employee may participate in a promotional selection procedure unless he or she has the minimum education and experience requirements and any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given.
- G. **Additional Credit.** Each employee who has attained a passing mark on a promotional selection procedure shall be allowed one additional point up to a maximum of five points, for each year or major portion thereof of seniority calculated in accordance with Section 29.03 of this Agreement entitled Lay-Off List Computation.
- H. **Promotional List.** In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark shall be placed in the order of final earned ratings, except as such order may be modified by the application of this section. The names of employees who separate from county service shall be removed from the promotional list.
- I. **Release Time:** Employees who have been invited to participate in County recruitment selection procedures may be provided reasonable release time during their scheduled working hours, on paid County time, to take County exams and to participate in County interviews conducted for the purpose of determining the best qualified candidate. In the event an employee cannot be released to take part in the selection procedures due to department operational reasons, the department will work with Human Resources to arrange for an alternate time for the employee to participate. Employees requesting release time shall give their supervisor as much advance notice as possible.

## **ARTICLE 29 - LAYOFF AND REINSTATMENT PROCEDURES**

### ***Section 29.01 Layoffs***

The appointing authority may lay off employees pursuant to this section (i) whenever it becomes necessary because of lack of work or funds or (ii) whenever it is deemed advisable in the interests of economy to reduce the work force in a department.

### ***Section 29.02 Order of Layoffs***

Persons shall be laid off in the following order:

- A. Layoff shall be by department and class within the department except as otherwise noted herein.
- B. When it becomes necessary to reduce the work force in any department, layoff of regular employees shall be in the order in which their names appear on the Layoff List for the affected class, as prepared by the Human Resources Director, with those persons having the least seniority credit being first laid off.
- C. A designated position which requires special or unique knowledge or skills critical to the operation of county business which is in the same class as other positions within a department or office may be exempted from the provision in this section when recommended by the appointing authority and approved by the County Administrator.

### ***Section 29.03 Layoff List Computation***

When it becomes necessary to reduce the work force in any department, the Human Resources Director shall establish a layoff list by department and class. Said layoff list shall be based upon seniority as follows:

#### **A. Seniority Defined.**

- 1. For each regular employee, except as modified in Section 29.02 of this Article, seniority will be measured from such employee's initial appointment to permanent county service. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation, or for any period the employee was on donated catastrophic leave, or for any time the employee was off work as result of a disciplinary action which was appealable and either not appealed or was sustained or modified upon appeal.

For any employee who is re-employed after permanent separation, seniority shall be measured from the date of his/her most recent appointment.

- 2. Regular employees who held seasonal or limited term status prior to permanent appointment shall receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.
- 3. One point seniority credit shall be given for each full calendar month of service as specified in (1) and (2) above or for any period of one half (1/2) or more of a calendar month for the first or last months of employment. Permanent part-time employees shall receive seniority credit on a proportionate basis to their monthly regular scheduled services.

- B. **Tie Breaking.** When two or more regular employees have the same total Layoff credit, the tie shall be broken and preference given in the following sequence:
1. Employees with the greatest seniority as reflected by the date of appointment as computed in Section 29.03 A of this Article.
  2. Employees with the highest position on the employment list of permanent appointment to his/her present class.
  3. Random drawing.

### ***Section 29.04 Notice of Layoff***

The appointing authority shall send written notice by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department. If return receipt is not promptly received by the appointing authority, then it shall serve said notice by personal service. If personal service cannot be made, said notice shall be effective when mailed by ordinary mail to said address. Notice of Layoff shall be mailed or delivered to all regular employees affected by a layoff at least fifteen (15) days prior to the effective date of the action. Said notice shall include:

- A. Reason for layoff.
- B. Regulations pertaining to demotion and displacement in lieu of layoff.
- C. Effective date of the action.
- D. Conditions governing retention on and reinstatement from re-employment lists.
- E. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list.
- F. Layoff list credit of the employees.

All employees not in regular positions shall be notified of termination at least forty-eight (48) hours prior to the effective date of the action. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

### ***Section 29.05 Demotion and Displacement in Lieu of Lay-Off***

- A. In lieu of being laid off, a regular employee may elect demotion and displacement in lieu of lay-off in the same department, to a class previously held by said employee with a lower salary range or to a lower class within a class series which the employee either holds or previously held a class. Class series means a class with the same title but different levels as identified as I, II, III, with a possible IV.
- B. Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to lay-off list provisions in this section based on seniority and ability.
- C. Notwithstanding Section 29.05 A and B, employees who are transferred in accordance with Section 28.02 of this Agreement and are subject to layoff, should retain their rights to demotion and displacement in lieu of layoff in the previous department or to whichever department the employee's previous position has been allocated if the interdepartmental

transfer was initiated by the County. Should an employee exercise rights under this section, all conditions and provisions of these rules shall be applicable.

- D. To be considered for demotion and displacement in lieu of layoff, an employee must notify the Human Resources Department in writing of this election no later than five calendar days after receiving the notice of layoff. Regular employees shall have an additional five calendar days after each notification that layoff credit is insufficient to allow displacement as computed in Subsection C above. The Human Resources Director must be notified, in the time frame noted above, for a regular employee to elect to displace to the next lower class.
- E. A Department Head may request that his/her department be exempted from this subsection if s/he is able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

### ***Section 29.06 Extra Help Employment for Laid Off Employees***

Should a regular employee be laid off from a classification and department which utilizes extra help employees in that classification to maintain staffing levels or to perform special projects, the department shall offer available extra help employment to the laid off employee. Utilization of extra help shall not supplant regular employees.

### ***Section 29.07 Priority Consideration***

An employee who has received formal notice of separation from employment resulting from a pending layoff in accordance with Section 29.01 of this Article may elect to have his/her name forwarded for Priority Consideration for any County vacancy for which s/he meets the Minimum Qualifications.

The names of qualifying employees will be sent to the Department Head of any department that has a vacancy as soon as possible, but no later than five working days after the Human Resources Department is notified by the department of the vacancy.

The Department Head with the vacancy is not required to select anyone from the Priority Consideration list; however, they are required to interview all employees whose names are submitted to them before making a final decision on filling the vacancy. If the Department Head would still prefer to consider applicants from a Merit List, s/he may do so without rejecting from consideration anyone on the layoff list until a final selection is made for the vacant position.

Employees who want to participate in this Priority Consideration program must submit a request in writing to the Human Resources Department and complete a current application (with resume if they wish) with the position title left blank. The Human Resources Department will have authority, only under this program, to copy the employee's application, fill in the position title, and forward it to the Department Head for consideration. The employee's right to participate in this program will terminate on the effective date/time of his/her layoff and separation from County employment.

Employees who transfer to another department in accordance with this program are subject to the terms and conditions of a transfer as set forth in Sections 27.07 Probationary Period Upon Transfer and Article 28 Transfers, Reassignments, and Promotional Opportunity of this Agreement.

### ***Section 29.08 Re-employment List (Layoff or Displacement in Lieu of Layoff)***

The Human Resources Director shall establish re-employment lists by class listing only those regular employees who are laid off or who displace into another class.

- A. Any person who is laid off or displaces into another class because of temporary or permanent abolishment of his or her position shall have his or her name placed on the re-employment list for the class from which s/he has been laid off. Notwithstanding the provisions in Yuba County Merit Resolution Article 10 Certification and Appointment, when a vacancy occurs in a classification for which a re-employment list exists, the entire list of eligible persons will be certified to the Department Head seeking to fill the vacancy. The Department Head shall re-employ the eligible person with the most County seniority who was laid off from his/her department and is actively seeking re-employment. Should there be no eligible person on the list who was laid off from the hiring department, the Department Head shall re-employ the eligible person with the most County seniority who is actively seeking re-employment. Should an eligible person reject two offers of re-employment his/her name shall be removed from the re-employment list. If no eligible person is actively interested in re-employment, the order of lists as defined in the Yuba County Merit Resolution Article 9 subsection 12 shall be followed.
- B. The name of any person who is laid off or displaces into another class shall continue on the appropriate re-employment list for a period of one year after it is placed there. The name of any eligible on a re-employment list shall be automatically removed from said list at the expiration of such one year period except that the Human Resources Director may exercise the option available under the Yuba County Merit Resolution Article 9 subsection 7 Duration of Eligible List.



## **ARTICLE 30 - PROHIBITED ACTIVITIES**

### ***Section 30.01 General Policy***

No employee of Yuba County shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his or her duties as a County officer or employee or with the duties, functions, or responsibilities of the appointing authority of Yuba County.

### ***Section 30.02 Prohibitions***

No employee of Yuba County shall:

- A. Represent or counsel for compensation any individual, group of individuals, or private or public organization, in legal or administrative actions against Yuba County;
- B. Use for private gain or advantage Yuba County time, facilities, equipment or supplies, or his or her badge, uniform, prestige or influence as a Yuba County officer or employee;
- C. Receive or accept compensation or other consideration from an individual, group of individuals or private or public organization other than Yuba County for the performance of an act which the officer or employee would render during regular work hours as part of such officer's or employee's assigned or prescribed duties;
- D. Be involved in performing an act for compensation outside of employment with Yuba County which may later be subject directly or indirectly to control, inspection, review, audit or enforcement by any officer or employee of Yuba County; and
- E. Be involved in employment outside of his or her duties with Yuba County which would render performance of his or her duties with Yuba County less efficient.

### ***Section 30.03 Disciplinary Action***

Any employee who receives compensation or other consideration for an act prohibited by this Article shall be subject to the disciplinary actions and have the appeal rights as outlined under Article 31 of this Agreement entitled "Dismissal, Suspension, Reprimand, Demotion and Right of Appeal".

### ***Section 30.04 Political Activities***

All appointed officers and employees are subject to the provisions of Government Code Sections 3201 et seq. relating to political activities. Officers and employees whose principal employment is connected with an activity which is financed in whole or in part by loans or grants made by the United States or any Federal Agency are subject to the provisions of Sections 1501-1508, Title 5, United States Code.

Employees of Yuba County are further prohibited from using County work time, their own or that of other employees; County owned and controlled property; and or a County uniform for political activities.

## **ARTICLE 31 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL**

### ***Section 31.01 Disciplinary Guidelines***

- A. The purpose of discipline is to administer equitable and consistent discipline for unsatisfactory conduct in the workplace. The County's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.
- B. Disciplinary action may call for any of five steps depending on the severity of the problem and the number of occurrences: Letter of Reprimand; Suspension without pay; Reduction in Pay (defined as base rate multiplied by index), Demotion; or Termination from employment. There may be circumstances when one or more steps are bypassed.
- C. Progressive discipline means that, with respect to most disciplinary problems, the following steps will normally be followed: a first offense may call for a letter of reprimand; a next offense may lead to suspension without pay; and still another offense may then lead to termination of employment. While it is impossible to list every type of behavior that may be deemed a serious offense, some examples include theft, assault, falsification of records or documents, etc.; we recognize there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.
- D. The County's use of progressive discipline is intended to correct most employee problems at an early stage, benefiting both the employee and the County of Yuba.

### ***Section 31.02 Regular Employees - Disciplinary Action and Notice***

Any regular employee may be reprimanded, suspended, reduced in pay, demoted or dismissed by the appropriate Department Head. The procedures outlined below shall be adhered to in all instances where said action(s) is/are contemplated.

- A. **Formal Written Reprimand.** When an employee receives a formal written reprimand from a Department Head, the employee has ten work days after receipt of the letter to file a written or oral response to the letter. The Department Head may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head along with any written response shall be placed in the employee's personal history file in the Human Resources Department. The written reprimand and response shall remain in the employee's personal history file for a period not to exceed two years from the date the final reprimand was issued.
- B. **Suspension, Reduction in Pay, Demotion or Dismissal.** Before taking more serious disciplinary action or initiating a formal investigation, the Department Head should contact and discuss such action with the Human Resources Director and/or the County Counsel or their designees.

- C. **Notice to Employee.** After the discussion in Paragraph (B), a Department Head who concludes that suspension, demotion or dismissal is justified, shall notify the affected employee in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based and the right to respond to the Department Head or designee. Said notice must be served on the employee at least five work days before the intended action.
- D. **Management Rights.** Prior to the written notice and until a final decision is made regarding the employee's job status, management reserves the right to immediately remove an employee from the workplace for irrational or improper behavior, and place an employee on paid or unpaid administrative leave. Unpaid leave is appropriate when the employee and/or her/his representative are unreasonably unavailable during the disciplinary process. The reviews and notices required shall be served on the employee as soon as possible after the employee is placed on such leave.
- E. **Written Notification.** All written orders shall be served on the employee and a copy sent to the Human Resources Department. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at his or her last known address.
- F. **Employee Right to Respond.** The employee shall be entitled to a meeting with the Department Head or designee within five working days of notice of the proposed action to answer the charges or to present an answer in writing to the charges during the same period of time. Subsequent to meeting with the employee and/or reviewing the written material provided by the employee, the Department Head may:
  - 1. carry out the disciplinary action by written order;
  - 2. rescind the proposed action;
  - 3. impose a lesser disciplinary action; **or**
  - 4. withdraw and amend the proposed action and serve another notice of proposed action, if further areas for discipline were discovered prior to the disciplinary action being imposed.

### ***Section 31.03 Causes for Discipline***

Each of the following constitutes cause for suspension, reduction in pay, demotion or dismissal of an employee or person whose name appears on any employment list.

- A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses, College/University diplomas, advanced degrees, or certifications.
- B. Incompetency.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Insubordination.
- F. Dishonesty.
- G. In possession of, trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on County property.

- H. Intemperance.
- I. Inexcusable absence without leave.
- J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- K. Discourteous treatment of the public or other employees.
- L. Political activity which is in violation of federal, state or local laws and regulations.
- M. Use of County property in violation of law or Board order.
- N. Violation of this Article.
- O. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service
- P. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- Q. Violation of any of the provisions of Article 30 in this Agreement entitled Prohibited Activities.
- R. Violation of the employment of a relative rule set forth in Yuba County Merit Resolution Article 3 Subsection 10.
- S. Violation of written County or departmental policies including those relating to safety issues ~~and sexual harassment.~~
- T. Conduct or behavior that constitutes sexual harassment or creates a hostile work environment.
- U. Negligent or willful damage to public property or waste of public supplies or equipment.
- V. Failure or refusal to cooperate in an investigation being conducted by the County.
- W. Knowingly making false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

### ***Section 31.04 Right of Appeal***

- A. Any regular employee, except a probationary employee, who is suspended, demoted or dismissed, may appeal such order or decision under filing notice of appeal with the Human Resources Director within five work days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal for dismissal or demotion except as contained in Article 27 of this Agreement entitled Probationary Periods. Within 15 days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer, and shall then discuss the disciplinary action and appeal with the employee and/or his or her representative and the Department Head in order to determine if a hearing is necessary.

- B. In the event an agreement regarding disposition of the matter cannot be reached within 15 days after filing of the answer to the charges, and upon the request of the employee, the Human Resources Director will contact the State of California Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within 30 days from the date of the appeal, the parties may directly select a neutral third party to hear the matter and render a decision. The employee and/or his or her representative must agree within ten days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.
- C. If any employee alleges that the suspension, demotion, or dismissal resulted from discrimination based on race, color, religion, sex, handicap, medical condition, marital status, age, ancestry or national origin, an appeal will be heard on this issue only if the employee's allegation is supported by a written statement of grounds or reasons which are deemed by the Hearing Officer to be sufficiently clear and concrete to permit a hearing. The written statement of grounds must be served on County Counsel at least 15 calendar days prior to the hearing. The County Counsel must then serve the employee with a response to the allegation(s) at least five calendar days prior to the hearing. The burden of proof shall be on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

### **Section 31.05 Hearing**

The following rules shall apply to any Hearing conducted under the provisions of this section.

- A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.
- B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with Section 11450.05 et seq. of the Government Code.
- C. The Hearing shall be conducted in accordance with Section 11513 of the Government Code.
- D. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this section and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 31.06, the Board shall establish such time limitations.
- E. All costs related to the hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties, except that,
1. in the event the employee is fully reinstated, **or**
  2. the employee is in a position funded in whole or in part by the federal or state government which comes under Section 19800 of the Government Code of the State of California, such costs and fees will be borne by the County department imposing the discipline.

### **Section 31.06 Decision**

- A. The Hearing Officer shall within 30 calendar days after said hearing make a finding as to whether or not the employee was suspended, demoted, or dismissed for the reasonable cause set forth in the notice of disciplinary action and shall also make a recommendation as to the appropriate disposition of the case.

Written findings and recommendations shall be forwarded by the Hearing Officer to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and employee. These findings and recommendations must be agendaized for presentation to the Board of Supervisors in accordance with standard agendaizing procedures at its first regular meeting after they have been received.

The Board will take the findings and recommendations of the Hearing Officer under advisement and will render a decision within 20 calendar days after the presentation of said findings and recommendations to the Board. The Board may:

1. Follow the recommendation of the Hearing Officer; **or**
2. Reinstatement the employee; **or**
3. Order any disciplinary action which it judges to be appropriate based on the evidence; **or**
4. Rehear the matter under the provisions of Section 31.05 of this Article.
5. In these cases, the Board's decision shall be final and binding on all parties.

B. The procedures in this Subsection shall be followed except as outlined below;

1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
2. For employees in positions funded in whole or in part by the federal or state government which come under Section 19800 of the Government Code of the State of California, the decision of the Hearing Officer in matters of demotion or dismissal, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this Agreement.
3. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from this Agreement or any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
4. The Hearing Officer shall have no power to award punitive damages.
5. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.
6. The decision of the Hearing Officer, as outlined in Section 31.06 B 1 and 2 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

## **ARTICLE 32 - GRIEVANCE PROCEDURES**

### **Section 32.01 Purpose**

The grievance procedures are intended to provide employees a means to have their grievances heard in a fair, clear, and expedient manner. At the same time supervisors and managers must be given an opportunity to address the specific grievance at the lowest possible level.

### **Section 32.02 Definition**

A grievance may be filed by an employee if a management interpretation or application of a law, ordinance, resolution, regulation, rule, or other agreement adversely affects the employee's wage, hours, or conditions of employment. Excluded from the grievance procedure are disciplinary matters, performance evaluation ratings, and actions of the Board of Supervisors.

This does not preclude an employee or his/her representative from addressing the Board of Supervisors on a matter that is not covered under any other existing appeal or grievance process.

### **Section 32.03 General Provisions**

- A. Employees are entitled to union representation at any level of the grievance process.
- B. Employees are entitled to reasonable release time at any level of the grievance process.
- C. Timeliness: If the employee or recipient of the grievance is absent from the normal work site for longer than a week, the grievance may be held in abeyance until the absent party returns. This doesn't preclude the parties from mutually agreeing in writing to waive or extend the timelines at any step. Keeping in mind that timely processing of the grievance is in all parties' best interests.
- D. If the response deadline falls on a weekend or holiday, the response is due before the close of business the following work day.

### **Section 32.04 General Procedures**

#### **Step 1:**

All grievances must be initially filed in writing on the form designated by the Human Resources Director with the immediate supervisor within 15 calendar days of the situation used as the basis of the grievance, or, from the date the employee should have reasonably been aware of the situation used as a basis for the grievance. The employee must clearly state the date, time, and all other circumstances surrounding the situation being grieved; as well as any requested remedy. The supervisor will also be required to give the employee a written response within 15 calendar days of receipt of the grievance. The supervisor will state his/her position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the supervisor fails to provide a response within 15 calendar days of receipt of the grievance, it will automatically be elevated to a Step 2 grievance.

#### **Step 2:**

If the grievance is not resolved at Step 1, it may be submitted to the Department Head for consideration within 15 calendar days of the immediate supervisor's decision. The Department Head will then review the original written grievance and response by the supervisor and give the employee a written response within 15 calendar days of receipt of the employee's Second Level grievance request. Based on the submitted documents or other facts related to the original grievance, the Department Head will state his/her position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the



remedy is being denied. If the Department Head fails to provide a response within 15 calendar days of receipt of the Step 2 grievance, it will automatically be elevated to a Step 3 grievance.

**Step 3:**

If the grievance is not resolved at Step 2, it may be submitted to the Human Resources Director for consideration within 15 calendar days of the Department Head's decision. The Human Resources Director will review the original written grievance and responses by the supervisor and Department Head and shall either schedule a meeting with the employee to discuss the grievance or give the employee a written response within 15 calendar days of receipt of the employee's Third Level grievance request. Based on the submitted documents, the Human Resources Director will state Human Resource's position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the Human Resources Director fails to provide a response within 15 calendar days of receipt of the Step 3 grievance or the meeting, whichever is later, it will automatically be elevated to a Step 4 grievance.

**Step 4:**

- A. If the grievance is not resolved at Step 3, either party may within 15 calendar days request advisory arbitration. A request to proceed to advisory arbitration shall be filed with the Human Resources Director, who will act promptly to request a list of seven arbitrators from the American Arbitration Association (AAA). The Human Resources Director will instruct the AAA to issue a copy of the list to both the County and Union. Once the parties have received the lists, representatives of the parties will meet within 5 working days to determine if they can mutually agree upon using one of the arbitrators listed. Should the parties not be able to reach agreement, the parties shall alternately strike one name from the list until only one name remains. That person shall be the Arbitrator. The right to strike the first name shall be determined by lot.
- B. Where practicable, the date for a hearing shall not be less than 10 days, nor more than 30 days, from the date of the selection of the Arbitrator. The parties may stipulate to a longer period of time for commencing with the grievance hearing.
- C. The Human Resources Director shall duly notify the interested parties of the time and place of the hearing as soon as possible but no later than seven calendar days prior to the grievance hearing.
- D. All grievance hearings shall be closed to the public except when the parties stipulate otherwise. The hearing shall be conducted in accordance with Section 11513 of the Government Code. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this section, and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Arbitrator as the case may be. Subpoenas and subpoenas duces tecum shall be authorized as provided by Government Code Section 11450.05 et seq.
- E. The Arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than 30 days after the close of the grievance hearing, unless mutually agreed otherwise by the parties. The Arbitrator's decision shall set forth which alleged violations, if any, are sustained and the reasons therefore. The Arbitrator's decision shall set forth findings of fact and conclusions of law. The Arbitrator may sustain or reject any or all of the charges filed in the grievance. The Arbitrator's opinion shall be advisory only.
- F. Written findings and recommendations shall be forwarded by the Arbitrator to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and employee and her/his representative. These findings and recommendations must be agendized for presentation to the Board of Supervisors in accordance with standard



agendizing procedures at its first regular meeting after they have been received. If within 30 days of receipt by the parties of the Arbitrator's decision, either party to the action files a written appeal with the Board of Supervisors, a copy of such appeal will be served concurrently upon the opposing party. The Board of Supervisors may review the record of the proceedings and will take the findings and recommendations of the Arbitrator under advisement. The Board will render a decision within 20 days after the presentation of said finding and recommendations to the Board. The Board, in its sole discretion, may:

Follow the recommendation of the Arbitrator; or

Order any action which it deems appropriate based upon the totality of the circumstances.

- G. If neither party files such appeal within the above 30 day period, the decision of the Arbitrator shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.
- H. Each party shall bear equally the cost of facilities, fees, and expenses of the Arbitrator and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.
- I. The Human Resources Director shall execute the decision of the Board within ten working days of the decision.

## **ARTICLE 33 - JOINT LABOR MANAGEMENT COMMITTEE (JLMC)**

### ***Section 33.01 Purpose***

The parties agree that regular and open communication is vital to the establishment and continuation of an effective labor management relationship. Toward that end the parties agree to the establishment of a Joint Labor Management Committee (JLMC) whose purpose shall be to foster open good faith communications between the County and YCEA, to encourage dialogue regarding workplace issues and to attempt to resolve issues of mutual concern.

### ***Section 33.02 Organization***

The JLMC will be organized as follows:

- A. YCEA shall be entitled to three (3) representatives to each JLMC meeting, as well as the YCEA Executive Director or his/her designee. The Executive Director shall serve as co-chairperson for YCEA.
- B. The County shall be entitled to three (3) management representatives as well as the Human Resources Director or her/his designee, who shall serve as co-chairperson for the County.
- C. Additional YCEA and County management representatives may attend a scheduled meeting based upon the issues which are agendaized for discussion at any scheduled meeting. The number of YCEA representatives to be released shall be by mutual agreement of the YCEA Executive Director or designee and the Human Resources Director or designee.
- D. The JLMC shall meet at least quarterly. The first meeting of the JLMC shall occur within sixty (60) calendar days following the adoption by the Board of the successor Master Labor Agreement, and shall focus on the following issues:
  - 1. GPS Tracking & Surveillance Cameras
  - 2. Social Worker Caseloads
  - 3. Execution of Discipline/Investigation Process
- E. For subsequent meetings, the parties agree to exchange proposed agenda items with each other at least seven (7) calendar days in advance of each meeting so that the appropriate YCEA and/or management representatives may be scheduled/released to attend and take part in the agenda item discussion.
- F. Should the JMLC develop a mutually acceptable resolution to the issues under discussion the resolution will be implemented as soon as administratively practical.

## ARTICLE 34 - MISCELLANEOUS

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this section to return to work.

The County may discharge or discipline any employee who violates this Agreement and any employee who fails to carry out his/her responsibilities under this Agreement.

Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Agreement.

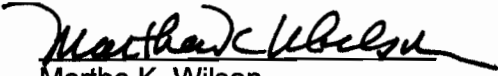
Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this Agreement, even though such subjects may not have been with the knowledge or contemplation of either or both parties at the time they signed this Agreement, unless required by state or federal law. Nothing herein shall preclude the parties from meeting or conferring by mutual consent.

If there should be a conflict between language in the County of Yuba Resolutions #2002-21, #2005-113, or subsequently adopted revisions, and this Agreement, this Agreement shall prevail. All ordinances, resolutions or rules not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

Signed and agreed upon on \_\_\_\_\_ by the following parties:  
(DATE)

### COUNTY OF YUBA

\_\_\_\_\_  
John Nicoletti, Chair  
Board of Supervisors

  
Martha K. Wilson  
Human Resources Director

### YUBA COUNTY EMPLOYEES ASSOCIATION

  
Robin Timoszyk,  
YCEA President

  
Gary Stucky  
YCEA Executive Director

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# The County Of Yuba

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## PROBATION DEPARTMENT

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JAMES L. ARNOLD  
CHIEF PROBATION OFFICER



407-14

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(530) 749-7550  
FAX (530) 749-7364

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August 28, 2014

MEMO

To: Yuba County Board of Supervisors  
From: Jim Arnold, Chief Probation Officer *JA*

Re: Community Recidivism Reduction Grant

The Board of State and Community Corrections has announced the availability of funds for Community Recidivism Reduction Grants. Basically, under this program the County's Community Corrections Partnership may competitively award grants to non-governmental organizations for the purposes of reducing criminal recidivism. \$25,000.00 is available to the County of Yuba for the program. The first step in the process is a letter from the Board of Supervisors expressing interest and agreeing to distribute the funds to service providers as provided by statute. I would therefore request such a letter of interest from the Board. A proposed letter of interest is attached.

A formal resolution is not required; the Board of State and Community Corrections simply needs the letter of interest along with the Board of Supervisors meeting minutes approving the request. There is no negative fiscal impact to the County.



LINDA M. PENNER  
*Chair*

KATHLEEN T. HOWARD  
*Executive Director*

STATE OF CALIFORNIA

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

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EDMUND G. BROWN, JR.  
*Governor*

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.

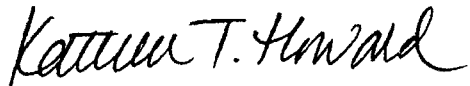
Each county's allocation is based on the population within the county as specified on Attachment II. In addition, pursuant to Penal Code section 1233.10, subdivision (e), the maximum amount

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](mailto: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

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

## BOARD OF STATE AND COMMUNITY CORRECTIONS

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EDMUND G. BROWN, JR.  
*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*

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EDMUND G. BROWN, JR.  
*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

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# *The County of Yuba*

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OFFICE OF THE BOARD OF SUPERVISORS

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915 8<sup>th</sup> Street, Ste. 109  
Marysville, California 95901  
(530) 749-7510  
(530) 749-7353 FAX

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August 28, 2014

Kathleen T. Howard, Executive Director  
Board of State and Community Corrections  
600 Bercut Drive  
Sacramento, California 95811

Re: Community Recidivism Reduction Grant

Dear Ms. Howard,

The County of Yuba is in receipt of your letter dated August 12, 2014 concerning the availability of Community Recidivism Reduction Grant funding. Please consider this letter as Yuba County's interest in receiving and administering those available funds. I can also advise that the County's Community Corrections Partnership is agreeable to administering a competitive grant program to distribute the funds consistent with statutory and program requirements. I am attaching the relevant minutes from the Board of Supervisors meeting of September 9, 2014, documenting the Board's action on this matter. Thank you very much.

Sincerely,

John Nicoletti, Chairman  
Yuba County Board of Supervisors

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**SUPERVISORS**

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Andy Vasquez - District 1 • John Nicoletti - District 2 • Mary Jane Griego - District 3 • Roger Abe - District 4 • Hal Stocker - District 5



*COUNTY*  
*DEPARTMENTS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**  
Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



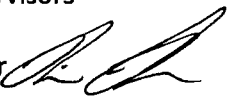
**BUILDING**  
749-5440 • Fax 749-5440  
**CODE ENFORCEMENT** 408-14  
749-5455 • Fax 749-5424

**ENVIRONMENTAL HEALTH • CUPA**  
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**PUBLIC WORKS • SURVEYOR**  
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**To:** Yuba County Board of Supervisors  
**From:** Kevin Mallen, CDSA Director   
**Date:** September 9, 2014  
**Subject:** Acquisition of APN 005-260-003 for Sycamore Ranch Park

### Recommendation:

Adopt the attached resolution authorizing the Community Development and Services Agency Director to acquire APN 005-260-003, including disposition of existing structures including a mobile home.

### Background:

The County purchased the 90 acre Sycamore Ranch Park on the Yuba River in March of 2010. The facility has undergone significant and constant improvements to help fully realize the potential of this key facility to the County's park system.

### Discussion:

One of the areas identified as needing improvement at Sycamore Ranch is its entrance on State Route 20, which is located on the most western edge of the facility. The parcel (5360 Highway 20, APN 005-260-003) immediately to the west of Sycamore Ranch is currently vacant and has a seller willing to sell to the County for its appraised value. The County commissioned an appraisal, which came back as an appraised value of \$163,000. The parcel is necessary to make any future improvements to the Sycamore Ranch entrance. Upon sale of the property to the County, the existing mobile home (approximately 20 years old) and accessory structures will be removed from the property to improve sight distance at the park's entrance as well as to better integrate the parcel into the facility.

### Committee Action:

This item has previously been discussed by the full Board to pursue the parcel and has returned to the full Board to complete the acquisition.

### Fiscal Impact:

No General Funds, all funding is budgeted from the Park Land Impact Fee Trust Fund (189) and the estimated closing costs for this purchase are \$167,000 and up to an additional \$10,000 to dispose of existing structures on the property (if resale of the mobile home is not achieved) .

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

**RESOLUTION AUTHORIZING YUBA COUNTY )  
COMMUNITY DEVELOPMENT AND SERVICES )  
AGENCY DIRECTOR OR HIS DESIGNEE TO )  
COMPLETE THE PURCHASE OF )  
APN 005-260-003 TO BE INTEGRATED INTO )  
SYCAMORE RANCH PARK AND EXECUTE )  
ALL DOCUMENTS NEEDED FOR )  
COMPLETION OF PURCHASE AND REUSE AS A )  
PARK INCLUDING DISPOSITION OF EXISTING )  
MOBILE HOME AND STRUCTURES )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, on February 19, 2008 the Yuba County Board of Supervisors adopted the County's first ever Parks Master Plan with the vision of offering a full range of recreation opportunities for the County's residents as well as to draw visitors from throughout the region; and

**WHEREAS**, on March 2, 2010 the Yuba County Board of Supervisors adopted Resolution 2010-19 which authorized the purchase of Sycamore Ranch Campground on the Yuba River to further the County's goal of a regional park; and

**WHEREAS**, since purchase of Sycamore Ranch Campground the County has made numerous improvements to the property and the property has been met with great appreciation by the public and significant use; and

**WHEREAS**, as part of the areas of improvement identified for Sycamore Ranch is its entrance on State Route 20; specifically removing structures and vegetation creating sight distance issues and ultimately constructing dedicated turn lanes into the facility; and

**WHEREAS**, the purchase of APN 005-260-003 is necessary to make the identified improvements to the Sycamore Ranch entrance.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase of APN 005-260-003 and the disposition of any structures including a mobile home, and execute any necessary documents, subject to County Counsel review.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
CHAIR

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

ANGIL P. MORRIS-JONES  
YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

  
\_\_\_\_\_

# The County of Yuba

## Community Development & Services Agency

### Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



384-14

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**HOUSING & COMMUNITY SERVICES**  
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**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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# **OLIVEHURST PUBLIC UTILITY DISTRICT**

*Our mission is to provide high quality services to enhance our community's quality of life.*



## **BOARD OF DIRECTORS**

Gary Bradford    Dennise Burbank    James Carpenter    Ron Dougherty    John Floe

## **GENERAL MANAGER**

Timothy R. Shaw

8/1/2014

**RECEIVED**

JUL 31 2014

Dear Property Owner or Customer,

COMMUNITY DEVELOPMENT  
& SERVICES AGENCY

Olivehurst Public Utility District (OPUD) provides water and sewer service to customers in and around the communities of Olivehurst and Plumas Lake. OPUD's water and sewer utilities are financially self-supporting and rely primarily on utility service charges to fund the costs of operations and capital infrastructure needs. OPUD also provides fire protection and emergency services, and maintains more than 50 acres of park land. OPUD is governed by a 5-member Board of Directors elected from within the community.

This purpose of this notice is to inform you that OPUD is proposing to increase water and sewer rates over the next three years. The proposed adjustments are needed to provide adequate funding for water and sewer operations and critical infrastructure needs. OPUD is proposing to phase in the rate increases gradually over the next three years with increases effective on January 1 of each year.

### **WHY ARE RATE ADJUSTMENTS NEEDED?**

OPUD's water and sewer utilities are facing a number of financial challenges. Rate increases are needed to a) continue providing adequate funding for water and sewer system operating and maintenance expenses, b) help fund critical infrastructure improvements, and c) begin to generate funding for replacement and rehabilitation of the District's aging and deteriorating infrastructure.

- **Fund critical infrastructure improvements.** OPUD has identified over \$6.5 million of critical water and sewer system infrastructure improvements needed to address current system deficiencies, improve reliability, meet state permit requirements and avoid potential fines. The proposed rate increases are designed to start generating funding for these capital projects with the goal of completing critical projects within the next 7 to 8 years.
- **Repair and replace aging facilities.** Many of OPUD's water and sewer pipelines are over 65 years old and are approaching the end of their useful lives. Other aging water and sewer facilities are also in need of rehabilitation or replacement. The proposed rates are designed to enable OPUD to start addressing high-priority rehabilitation and replacement needs.
- **State-mandated emergency water conservation regulations.** In response to extreme drought conditions affecting much of California, the state has declared a drought emergency and is proposing new regulations to promote conservation and reduce outdoor water use. These regulations are expected to place additional pressure on OPUD finances.
- **Fund operating expenses of the water & sewer systems.** Operating costs have increased over the past few years without a corresponding increase in rates. OPUD has also been operating under stricter new wastewater permit requirements that require higher levels of wastewater treatment and preventive maintenance. Rate increases are needed to keep revenues in line with the cost of providing service.

**OPUD RATES WILL REMAIN LOW COMPARED TO OTHER REGIONAL AGENCIES**

OPUD's water and sewer rates are currently among the lowest in the region. The combined water and sewer bill for a typical home served by OPUD is more than 40% below the regional average and is the very lowest of 13 agencies surveyed. Water rates were last increased in July 2011 and sewer rates have not been adjusted since January 2012. With the proposed increases, OPUD's water and sewer bills are projected to remain low compared to other regional and statewide agencies.

**PROPOSED WATER RATES**

OPUD is proposing to phase in a series of water rate increases over the next three years as shown on the table below. OPUD provides water service to both Metered Accounts and Flat Rate Accounts (without meters). A little over 80% of accounts are now metered. OPUD is in the process of gradually transitioning the remaining Flat Rate Accounts to metered service.

Flat Rate Accounts pay a fixed monthly charge based on the size of the service connection. Metered Accounts pay both a) a Fixed Monthly Charge based on meter size, and b) a Water Consumption Charge billed based on metered water use. The Fixed Monthly Charge includes an amount of water that is not billed. The Water Consumption Charges only apply to water use in excess of the water included with the Fixed Charge. Over the next three years, OPUD plans to begin gradually phasing out the unbilled water provided with the Fixed Monthly Charge and slightly reduce the Fixed Monthly Charge levied on Metered Accounts.

<b>Proposed Water Rates</b>				
	<b>Current Rates</b>	<b>Proposed Rates</b>		
	Effective since July 1, 2011	January 1 2015	January 1 2016	January 1 2017
<b>METERED RATE ACCOUNTS</b>				
<b><u>3/4" Meter Accounts</u></b>				
Fixed Monthly Charge	\$17.50	\$17.00	\$16.00	\$15.00
Water use included (not billed)	15 ccf	12 ccf	9 ccf	6 ccf
Consumption Charge (per ccf)	\$0.99	\$1.20	\$1.35	\$1.50
<i>Applies to water use in excess of water included with Fixed Charge</i>				
<b><u>1" - 4" Meter Accounts</u></b>				
Fixed Monthly Charge	\$29.20	\$28.40	\$26.70	\$25.00
Water use included (not billed)	25 ccf	20 ccf	15 ccf	10 ccf
Consumption charge per ccf	\$0.99	\$1.20	\$1.35	\$1.50
<i>Applies to water use in excess of water included with Fixed Charge</i>				
<b>FLAT RATE ACCOUNTS (NOT METERED)</b>				
<b><u>Fixed Monthly Charge</u></b>				
3/4" Service	\$30.00	\$35.00	\$38.95	\$43.50
1" Service	46.00	53.70	59.70	66.70
1-1/2" Service	69.80	81.40	90.60	101.20
2" Service	100.50	117.30	130.50	145.70
3" Service	209.30	244.20	271.70	303.50
4" Service	293.00	341.80	380.40	424.90

Note: 1 ccf equals 100 cubic feet, equal to approximately 748 gallons of water use.



### PROPOSED SEWER RATES

OPUD is proposing to phase in a series of sewer rate increases over the next three years as shown on the table below. Residential customers pay a fixed monthly charge per dwelling unit for sewer service. Non-residential customers pay charges based on the number of Equivalent Dwelling Units (EDUs) assigned to each account by OPUD.

Commercial customers are assigned EDUs based on estimated or measured wastewater discharge. For example, a commercial customer with twice the estimated wastewater discharge of a typical single family home would be assigned 2 EDUs. Schools are assigned EDUs based on average daily attendance of students and number of staff. Industrial customers are also subject to special charges depending on wastewater treatment required, and industrial pretreatment may also be required on a case-by-case basis.

Proposed Sewer Rates				
	Current Rates	Proposed Rates		
	Effective Jan-1, 2012	January 1 2015	January 1 2016	January 1 2017
Residential (monthly charge per dwelling unit)	\$31.00	\$34.00	\$37.00	\$40.00
Commercial (monthly charge per EDU) <sup>1</sup>	31.00	34.00	37.00	40.00
Schools (monthly charge per EDU) <sup>2</sup>	31.00	34.00	37.00	40.00
EDU = Equivalent Dwelling Unit (represents the wastewater flow and loadings of a single family residence)				
1 Nonresidential accounts are assigned a number of Equivalent Dwelling Units (EDUs) by the District based on estimated sewer flow & strength with a minimum assignment of 1 EDU.				
2 Schools are billed based on number of faculty/staff, and average daily attendance (ADA) of students. according to the following formula: $EDUs = (A + B + C) / 300 \text{ gpd} \times D / 30$				
A = number of faculty and staff x 20 gpd				
B = ADA for number of elementary/middle school students x 18 gpd				
C = ADA for number of high school students x 20 gpd				
D = number of school days in month				
Note: gpd = gallons per day				

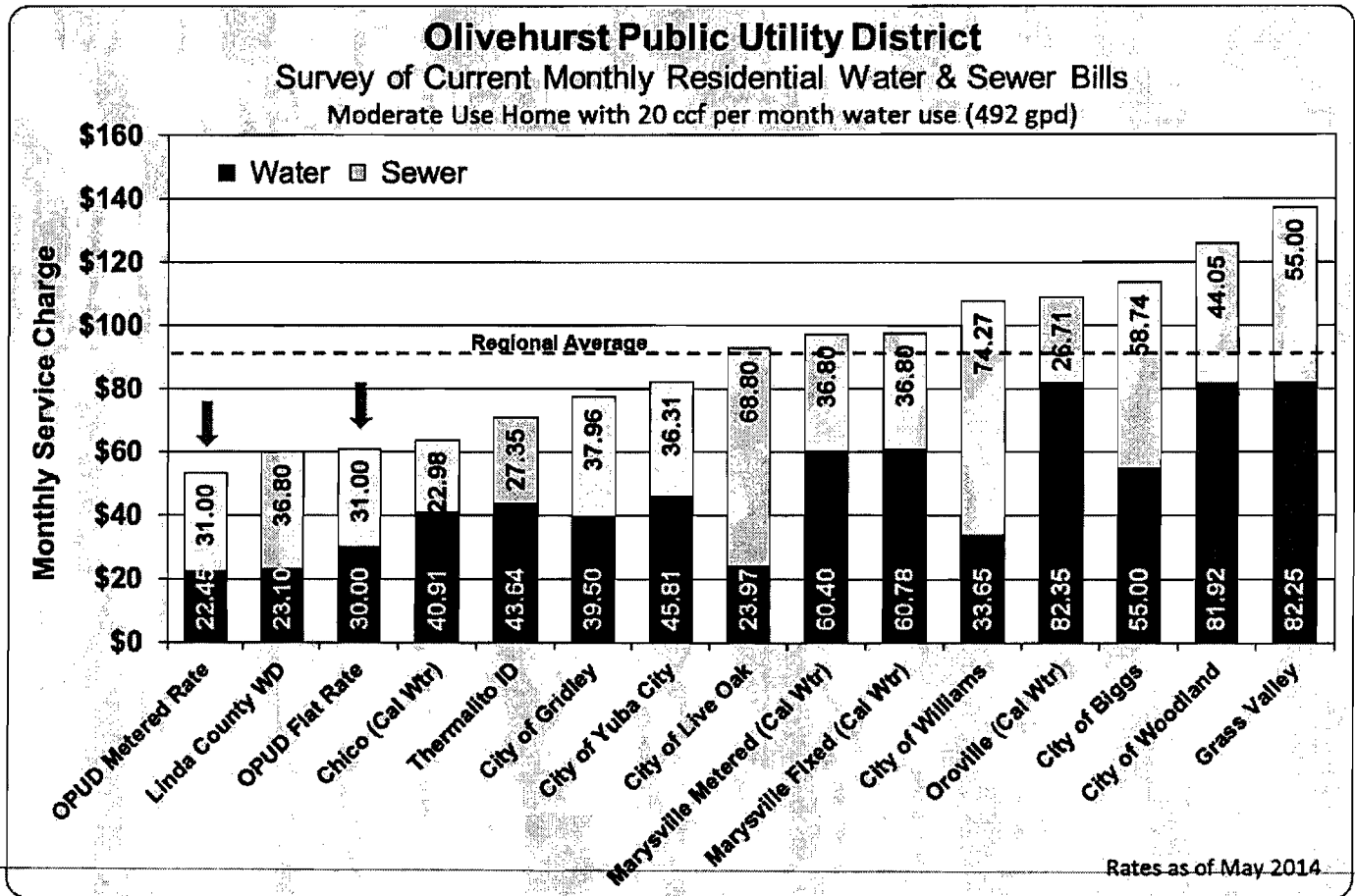
### NOTICE OF PUBLIC HEARINGS ON PROPOSED WATER AND SEWER RATES

Olivehurst Public Utility District will hold Public Hearings on the proposed water and sewer rates on Thursday, September 18, 2014 beginning at 7:00 p.m. at the District's offices located at 1970 - 9<sup>th</sup> Avenue, Olivehurst, California 95961.

Property owners and customers affected by the proposed increases may submit written protests against the proposed water and/or sewer rates. Pursuant to California law, protests must be submitted in writing and must: a) identify the affected property, such as by Assessor's Parcel Number or address; b) identify the name of the property owner or customer, and c) include the signature of the property owner or customer. The proposed rates cannot be adopted if written protests are received from a majority (more than 50%) of affected parcels with one protest counted per parcel. Written protests can be mailed to: Olivehurst Public Utility District, P.O. Box 670, Olivehurst, CA 95961 or can be hand-delivered to OPUD's offices at 1970 - 9<sup>th</sup> Avenue, Olivehurst, California 95961. All written protests must be received prior to the close of the Public Hearing.

## REGIONAL WATER & SEWER RATE SURVEY

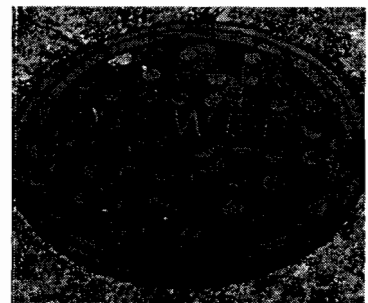
The following chart compares OPUD's current water and sewer rates with those of other regional agencies. Other regional agencies are also expected to raise rates in upcoming years. With the proposed rate increases, OPUD's water and sewer bills are expected to remain low compared to other regional agencies.



For additional information, please contact OPUD at (530) 743-4657.



# Olivehurst Public Utility District



## Water & Sewer Rate Study

**Draft 06/30/14**



**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS



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# **Olivehurst Public Utility District**

## **Water & Sewer Rate Study**

### **Key Findings & Recommendations**

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## **BACKGROUND & OBJECTIVES**

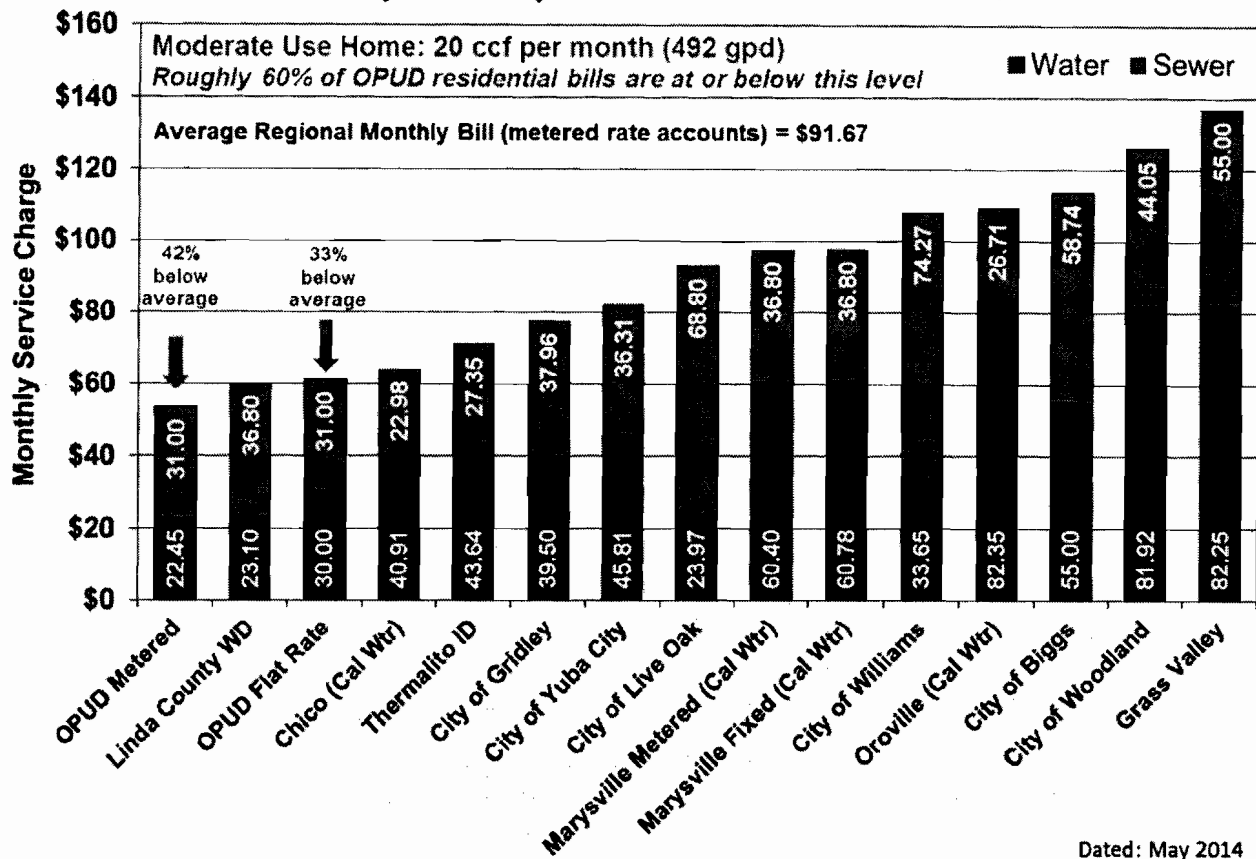
### **Background**

- After many years of minimal to no rate increases, OPUD started on path of phasing in gradual rate increases to restore financial health, fund the cost of providing service, and begin providing a minimal level of funding for capital needs and repairs and replacements of aging and deteriorating infrastructure. In recent years, OPUD has temporarily deferred any rate increases leading up to this study.
- No water rate increases have been implemented in the past 3 years and no sewer rate increases have been implemented in the past 2-1/2 years
- OPUD's combined water and sewer bill for a metered single family home with moderate water use of 20 ccf per month (494 gpd) totals \$53.45 per month. This is the lowest combined bill of 13 regional agencies surveyed and is 42% below the regional average
- OPUD faces significant financial challenges in upcoming years including:
  - a) OPUD's Capital Improvement Program identifies over \$6.5 million high-priority water and sewer system CIP projects. OPUD anticipates that a portion of these costs can be grant-funded, but the bulk of costs will need to be funded via rate increases.
  - b) OPUD faces substantial funding needs for long-term repairs and replacements of aging and deteriorating water and sewer system infrastructure. OPUD will likely need to partially defer funding for these needs while the higher-priority Capital Improvement Program projects are being completed.
  - c) Like all public agencies, OPUD faces escalating operating and maintenance costs primarily due to cost inflation.
- Rate increases will be needed in upcoming years to a) fund the cost of providing water and sewer service, b) provide funding for high-priority capital needs, c) begin providing funding for replacement of aging infrastructure, and d) maintain financial stability of the water and sewer utilities.

### **Key Objectives**

- Develop financial projections to determine overall level of required rate increases to support operating and capital needs and fund long-term cost of providing service
- Evaluate rate alternatives & recommend new rates in compliance with Prop. 218
- Goal: Gradually phase in necessary rate adjustments over time, to the extent possible, to minimize the annual impact on ratepayers

## Olivehurst Public Utility District Survey of Monthly Residential Water & Sewer Bills



## WATER RATES

### Water Accounts & Rates

- Currently OPUD provides water service approximately 4,800 metered accounts & 1,100 unmetered accounts (primarily a residential customer base)
- OPUD in gradual process of converting remaining unmetered accounts to metered water service
- Last water rate increase: July 2011 (almost 3 years ago)
- OPUD water rates are among the lowest in the region; the bill for a typical metered home is about 45% below the regional average
- 3/4" Meter: Fixed Monthly Charge = \$17.50 per month (includes 15 ccf of water at no additional cost)
- 1" to 4" Meters: Fixed Monthly Charge = \$29.20 (includes 25 ccf of water at no additional cost)
- Water use over allowance billed at \$0.99 per ccf (hundred cubic feet). This equates to about \$0.13 per 100 gallons, or about 1.3 cents per 10 gallons.

## **Water System Financial Challenges**

### **➤ High-Priority Capital Improvement Needs**

- OPUD's adopted Capital Improvement Plan identifies almost \$3.1 million of outstanding, high-priority water system improvements.
- Highest priority project is replacement of 14,000 feet of aging, steel water mains at an estimated cost of \$2.4 million. These pipelines are predominantly undersized for current fire flow standards and are roughly 65-70 years old and at the end of their useful life. OPUD has spent substantial amounts repairing small sections of failed pipelines.
- Completion target: 7.5 years

### **➤ Infrastructure Repairs & Replacements**

- Current water rates do not provide adequate funding for ongoing repair, rehabilitation, and replacement of aging and deteriorating infrastructure. Although rate increases over the next few years are not anticipated to adequately address this issue, the proposed rates were designed to gradually build up a funding stream for infrastructure repairs and replacements over the next decade.

### **➤ Operating Cost Inflation**

- Annual rate increases are needed to keep revenues in line with ongoing operating cost inflation.
- Cost inflation for water & wastewater utilities (whose costs are largely related to labor and capital) has historically been higher than CPI, which is more of a measure of urban goods and services.
- Projections include funding for an additional water utility worker and a 43.9% share of an accounting specialist starting January 2015.

## **Water Enterprise Financial Projections**

- BWA developed financial projections to evaluate the annual revenue requirements of the water enterprise and project rate increases
- Goal was to phase in rate increases and rate structure adjustments as gradually as possible while meeting the financial needs of the water enterprise
- Key Assumptions:
  - Based on 2013/14 Revised Budget
  - Operating cost inflation projected at 4% per year for planning purposes
  - To be conservative, the projections assume no growth
  - Assumes the unbilled water allowance currently included with the fixed monthly charge is gradually phased out from 15 ccf to 0 ccf over 5 years
  - Assumes OPUD converts 100 connections annually from flat rate service to metered rate service

- Projections account for a slightly conservative estimate of additional billed water use due to the phase-out of the unbilled water allowance and annual conversions of remaining flat rate accounts to metered service
- Includes funding for a) a new water utility worker at \$50,000 per year and b) 43.9% share of an accounting specialist at \$36,000 per year, both starting January 1, 2015
- Water Capital Improvement Program (CIP) is funded over the next 7.5 years. The projections assume below-average-annual funding levels in early years due to funding limitations while rate increases are being phased in
- Funding for infrastructure repairs and replacements remains low while OPUD funds high-priority CIP projects, but increases once the CIP projects are complete. Near-term rate increases do not address longer-term replacement needs, but help put OPUD on a path toward long-term funding adequacy.
- For financial planning purposes, the projections include a minimum fund reserve target equal to 25% of operating and maintenance expenses plus \$500,000 for emergency capital reserves. It is acceptable if fund reserves temporarily fall below this target level provided OPUD continues raising rates to achieve the target over the longer run.

### **Water Rate Projections**

- Cash flow projections indicate the need for significant rate increases to meet annual revenue requirements
- Rate increases become effective on January 1 of each year, when water use is low
- Rate projections include modifications to the water rate structure designed to improve equity and increase conservation incentive
  - Gradual phase-out of free water allowance provided at no additional cost when a customer pays their fixed monthly charge
  - Small reduction in fixed monthly service charges for metered accounts
  - Small gradual increases in water consumption charges
  - Flat rate charge for 3/4" connection phased in from current levels to equivalent bill calculated for a 3/4" metered account using an estimated 25 ccf of water per month
- Fixed water charge per 3/4" meter gradually reduces over 3 years to \$15 per month, equivalent to about \$0.50 per day
- Water consumption charge phases in over 3 years to \$1.50 per ccf (hundred cubic feet), equivalent to approximately \$0.20 per hundred gallons (about 2 cents per 10 gallons)
- Referring to rate increases in percentage terms can be misleading since OPUD rates are starting from a very low position (e.g. a \$5 monthly increase would be a 25% increase for an agency with a \$20 rate, but only a 5% increase for an agency with a \$100 rate, even though the impact to the customer is the same \$5)
- Deferring necessary rate increases in the near-term would result in the need for higher rate increases in future years
- Customers who conserve and reduce water use can mitigate the impact on their water bill. The rates may be higher, but they would be purchasing fewer units of water.

## **SEWER RATES**

### **Sewer Rates**

- Last sewer rate increase: January 2012
- Current rate is \$31 per home or Equivalent Dwelling Unit (EDU)
- Non-residential accounts assigned EDUs based on estimated sewer flows
- OPUD currently bills for approximately 6,500 EDUs accounting for both residential customers and estimated commercial wastewater discharge
- OPUD sewer rates are low compared to other regional agencies; the bill for a single family home is about 30% below the regional average

### **Sewer System Financial Challenges**

#### **➤ High-Priority Capital Improvement Needs**

- OPUD's adopted Capital Improvement Plan (CIP) identifies almost \$3.6 million of high-priority sewer system improvements. Improvements are needed to address critical system deficiencies and reduce potential for sanitary sewer overflows, which can result in substantial fines from the Regional Water Quality Control Board.
- OPUD anticipates 80% grant funding for the largest sewer CIP project, improvements needed to resolve sanitary sewer overflows during storm events at Lift Station 1. 80% grant funding would provide a little over \$1.7 million of the total estimated project cost of \$2.15 million, leaving OPUD to fund the remaining 20%, equal to about \$430,000. If the grant funding is not received, OPUD can either draw down fund reserves below prudent levels, or issue debt to fund the project. Financial projections were developed under both an 80% grant scenario as well as a no grant scenario assuming \$2 million of debt financing. OPUD may be subject to fines and potential lawsuits for future sanitary sewer overflow violations if this project is not completed.
- With the 80% grant funding for the Lift Station 1 Inundation project, OPUD's funding requirement for the entire Sewer CIP would be reduced to \$1.85 million, or about \$250,000 per year on average over a 7.5-year target completion period.

#### **➤ Infrastructure Repairs & Replacements**

- Current sewer rates do not provide adequate funding for ongoing repair, rehabilitation, and replacement of aging and deteriorating infrastructure. Although rate increases over the next few years are not anticipated to adequately address this issue, the proposed rates were designed to gradually build up a funding stream for infrastructure repairs and replacements over the next decade.

#### **➤ Operating Cost Inflation**

- Annual rate increases are needed to keep revenues in line with operating cost inflation.
- Cost inflation for water & wastewater utilities (whose costs are largely related to labor and capital) has historically been higher than CPI, which is more of a measure of urban goods and services.



## **Financial Projections**

- BWA developed financial projections to evaluate the annual revenue requirements of the sewer enterprise and project rate increases
- Goal was to phase in rate increases as gradually as possible while meeting the financial needs of the sewer enterprise
- Key Assumptions:
  - Based on 2013/14 Revised Budget
  - Operating cost inflation projected at 4% per year for planning purposes
  - To be conservative, the projections assume no growth
  - Includes funding for a 40.18% share of an accounting specialist at a cost of \$33,000 per year starting January 1, 2015
  - Sewer Capital Improvement Program (CIP) is funded over the next 7.5 years. Projection were developed under two scenarios including a) with 10% grant funding, and b) with 80% grant funding of the Lift Station 1 Inundation project.
  - The projections include funding for ongoing capital outlay expenditures at a level of \$200,000 in 2014/15 phasing in to \$250,000 in 2016/17 plus future inflation. This level of funding is based on the annual average of OPUD's 10-year capital outlay projections. These costs are ongoing operating and maintenance costs of the sewer system and include necessary ongoing expenses for replacement of equipment, pumps, vehicles, UV lights, etc.
  - Funding for infrastructure repairs and replacements remains low for a number of years while OPUD funds high-priority CIP projects and gradually phases in rate increases. Near-term rate increases do not address longer-term replacement needs, but help put OPUD on a path toward long-term funding adequacy.

## **Rate Projections**

- Cash flow projections indicate the need for gradual annual rate increases to keep revenues in line with annual revenue requirements
- Rate increases become effective on January 1 of each year
- No modifications are recommended to the sewer rate structure
- Under a 10% grant scenario for high-priority Sewer CIP projects, monthly sewer rates would need to increase from the current rate of \$31 per home or EDU, by \$3 in each of the next 3 years, to a maximum level of \$40 starting Jan-1, 2017. This represents a maximum rate of \$1.32 per day and an overall average 5-year increase of 5.25% per year from 01/01/12, the effective date of the last rate adjustment, to 01/01/17.
- With the proposed rate increases, OPUD's sewer rates are projected to remain low compared to other regional agencies, many of which are also expected to raise rates in upcoming years. OPUD's proposed maximum rate (which becomes effective 01/01/17) is 14% lower than the current regional average.
- Deferring necessary rate increases in the near-term would result in the need for higher rate increases in future years

## **NEXT STEPS**

- Present findings and recommendations to the Board and receive input
- Finalize proposed rates for the required Proposition 218 Rate Notice
- Print and mail Proposition 218 Rate Notices (must be mailed at least 45 days prior to the date of the Public Hearing)
- Hold a Public Hearing on the proposed water and sewer rates
- At the Public Hearing, both the water rates and sewer rates are each independently subject to majority protest. If eligible written protests against the proposed rates are received by more than 50% of affected parcels, OPUD cannot adopt the proposed rates.
- If adopted, new rates would become effective on January 1 of each of the next 3 years
- Additional rate increases will be needed after the next 3 years to continue addressing operating and capital funding needs and keep revenues in line with the cost of service
- OPUD can always implement rates lower than proposed or adopted, but would need to go through another Proposition 218 process to implement any additional rate increases

Proposed Water Rates				
	Current Rates	Proposed Rates		
	Effective since July 1, 2011	January 1 2015	January 1 2016	January 1 2017
<b>METERED RATE ACCOUNTS</b>				
<b><u>3/4" Meter Accounts</u></b>				
Fixed Monthly Charge	\$17.50	\$17.00	\$16.00	\$15.00
Water use included (not billed)	15 ccf	12 ccf	9 ccf	6 ccf
Consumption Charge (per ccf)	\$0.99	\$1.20	\$1.35	\$1.50
<i>Applies to water use in excess of water included with Fixed Charge</i>				
<b><u>1" - 4" Meter Accounts</u></b>				
Fixed Monthly Charge	\$29.20	\$28.40	\$26.70	\$25.00
Water use included (not billed)	25 ccf	20 ccf	15 ccf	10 ccf
Consumption charge per ccf	\$0.99	\$1.20	\$1.35	\$1.50
<i>Applies to water use in excess of water included with Fixed Charge</i>				
<b>FLAT RATE ACCOUNTS (NOT METERED)</b>				
<b><u>Fixed Monthly Charge</u></b>				
3/4" Service	\$30.00	\$35.00	\$38.95	\$43.50
1" Service	46.00	53.70	59.70	66.70
1-1/2" Service	69.80	81.40	90.60	101.20
2" Service	100.50	117.30	130.50	145.70
3" Service	209.30	244.20	271.70	303.50
4" Service	293.00	341.80	380.40	424.90

Note: 1 ccf equals 100 cubic feet, equal to approximately 748 gallons of water use.

Proposed Sewer Rates				
	Current Rates	Proposed Rates		
	Effective Jan-1, 2012	January 1 2015	January 1 2016	January 1 2017
<b>Residential</b> (monthly charge per dwelling unit)	\$31.00	\$34.00	\$37.00	\$40.00
<b>Commercial</b> (monthly charge per EDU) <sup>1</sup>	31.00	34.00	37.00	40.00
<b>Schools</b> (monthly charge per EDU) <sup>2</sup>	31.00	34.00	37.00	40.00
<p>EDU = Equivalent Dwelling Unit (represents the wastewater flow and loadings of a single family residence)</p> <p>1 Nonresidential accounts are assigned a number of Equivalent Dwelling Units (EDUs) by the District based on estimated sewer flow &amp; strength with a minimum assignment of 1 EDU.</p> <p>2 Schools are billed based on number of faculty/staff, and average daily attendance (ADA) of students. according to the following formula: <math>EDUs = (A + B + C) / 300 \text{ gpd} \times D / 30</math></p> <p>A = number of faculty and staff x 20 gpd</p> <p>B = ADA for number of elementary/middle school students x 18 gpd</p> <p>C = ADA for number of high school students x 20 gpd</p> <p>D = number of school days in month</p> <p style="text-align: right;">Note: gpd = gallons per day</p>				

Proposed Sewer Rates				
	Current Rates	Proposed Rates		
	Effective Jan-1, 2012	January 1 2015	January 1 2016	January 1 2017
Residential (per dwelling unit)	\$31.00	\$33.50	\$36.00	\$38.00
Commercial (per EDU) <sup>1</sup>	31.00	33.50	36.00	38.00
Schools (per EDU) <sup>2</sup>	31.00	33.50	36.00	38.00
<p>EDU = Equivalent Dwelling Unit (represents the wastewater flow and loadings of a single family residence)</p> <p>1 Nonresidential accounts are assigned a number of Equivalent Dwelling Units (EDUs) by the District based on estimated sewer flow &amp; strength with a minimum assignment of 1 EDU.</p> <p>2 Schools are billed based on number of faculty/staff, and average daily attendance (ADA) of students. according to the following formula.</p> <p>EDUs = (A + B + C) / 300 gpd x D / 30</p> <p><i>A = number of faculty and staff x 20 gpd</i></p> <p><i>B = ADA for number of elementary/middle school students x 18 gpd</i></p> <p><i>C = ADA for number of high school students x 20 gpd</i></p> <p><i>D = number of school days in month</i></p> <p><i>gpd = gallons per day</i></p>				

# Olivehurst Public Utility District



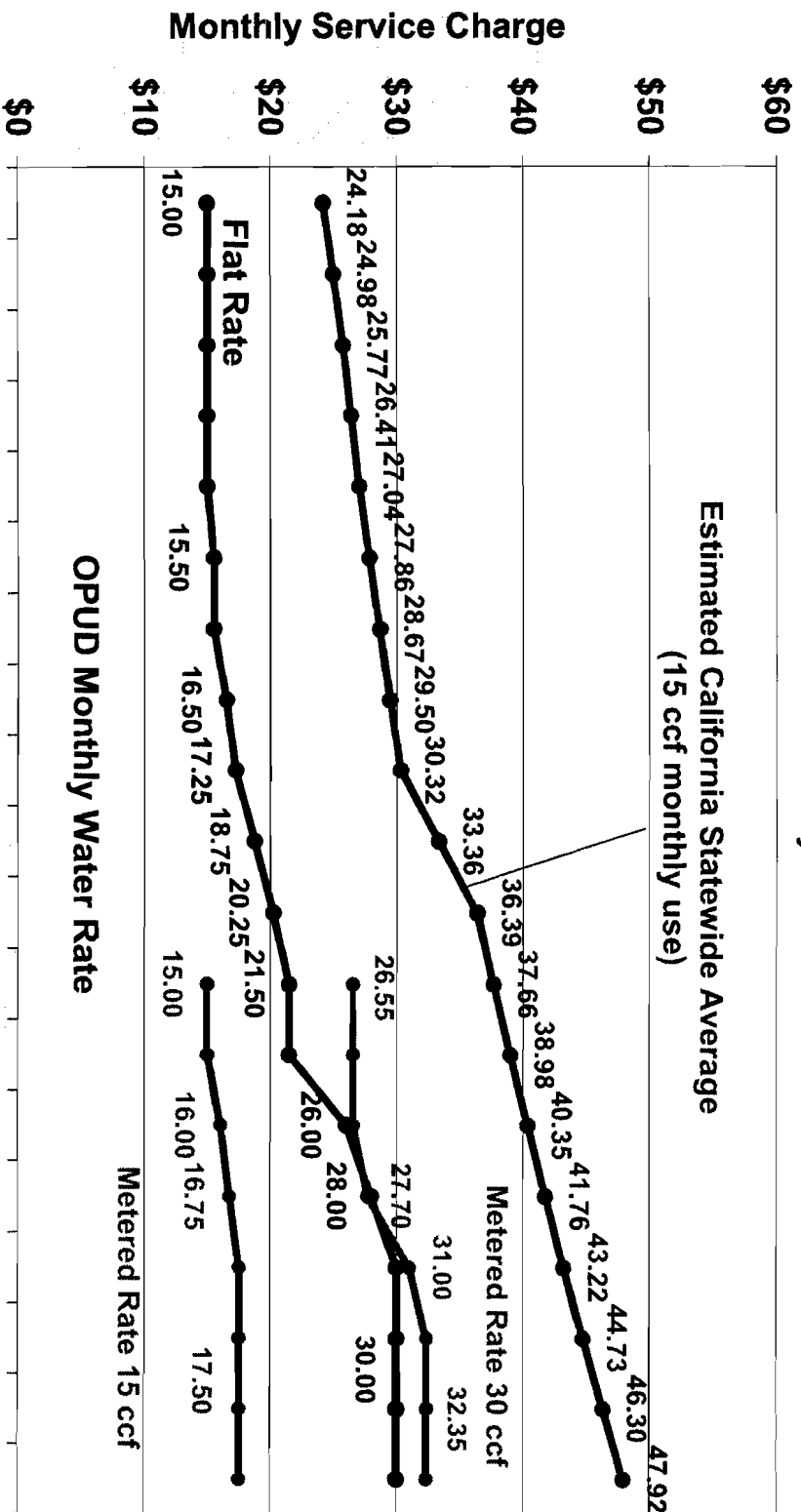
## Water Rate Study Tables

Draft 06/30/14



**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

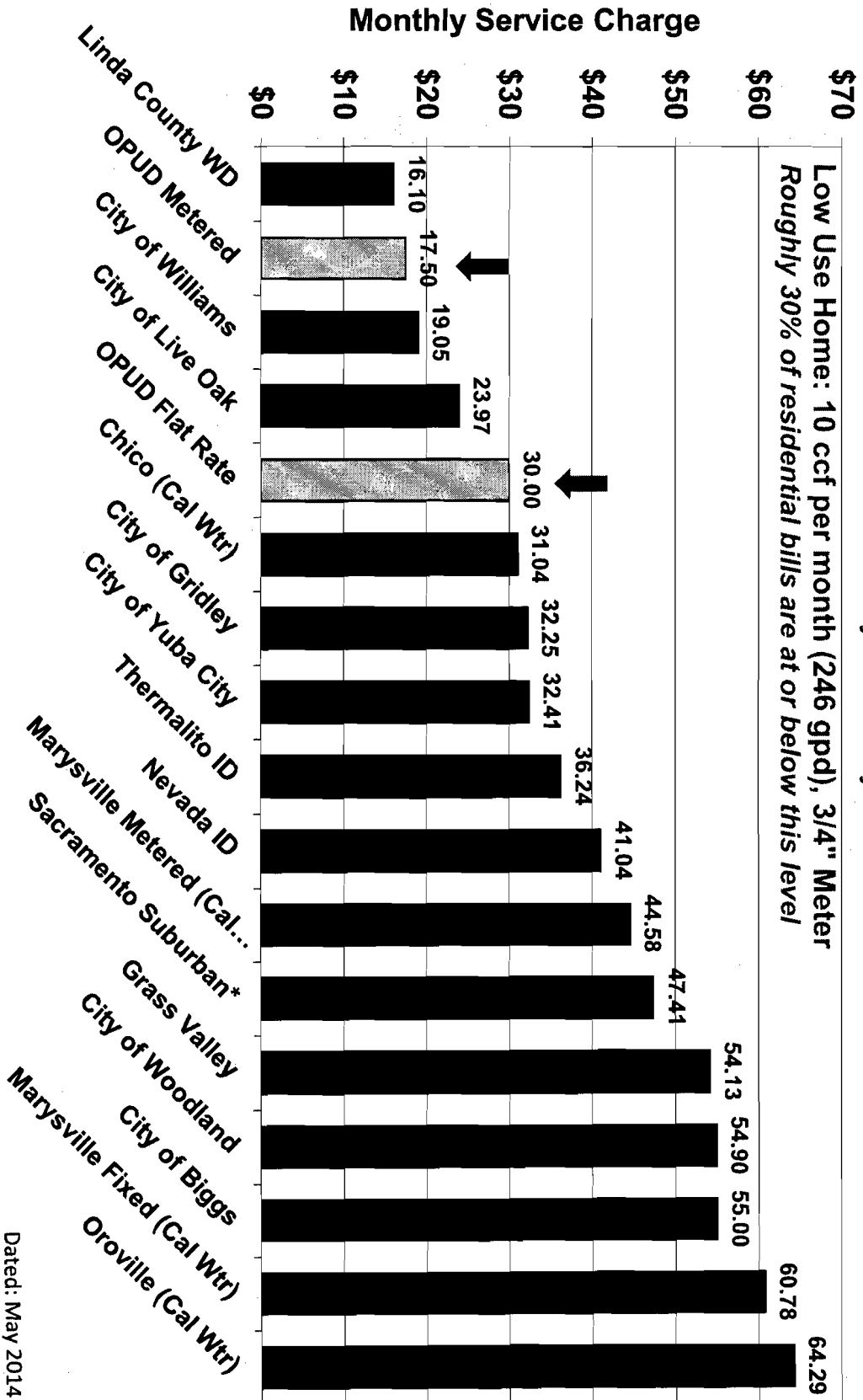
# Olivehurst Public Utility District Historical Monthly Water Rates



\* Estimated based on Black & Veatch Water Rate Survey 2006 plus 3.5% annual escalation.

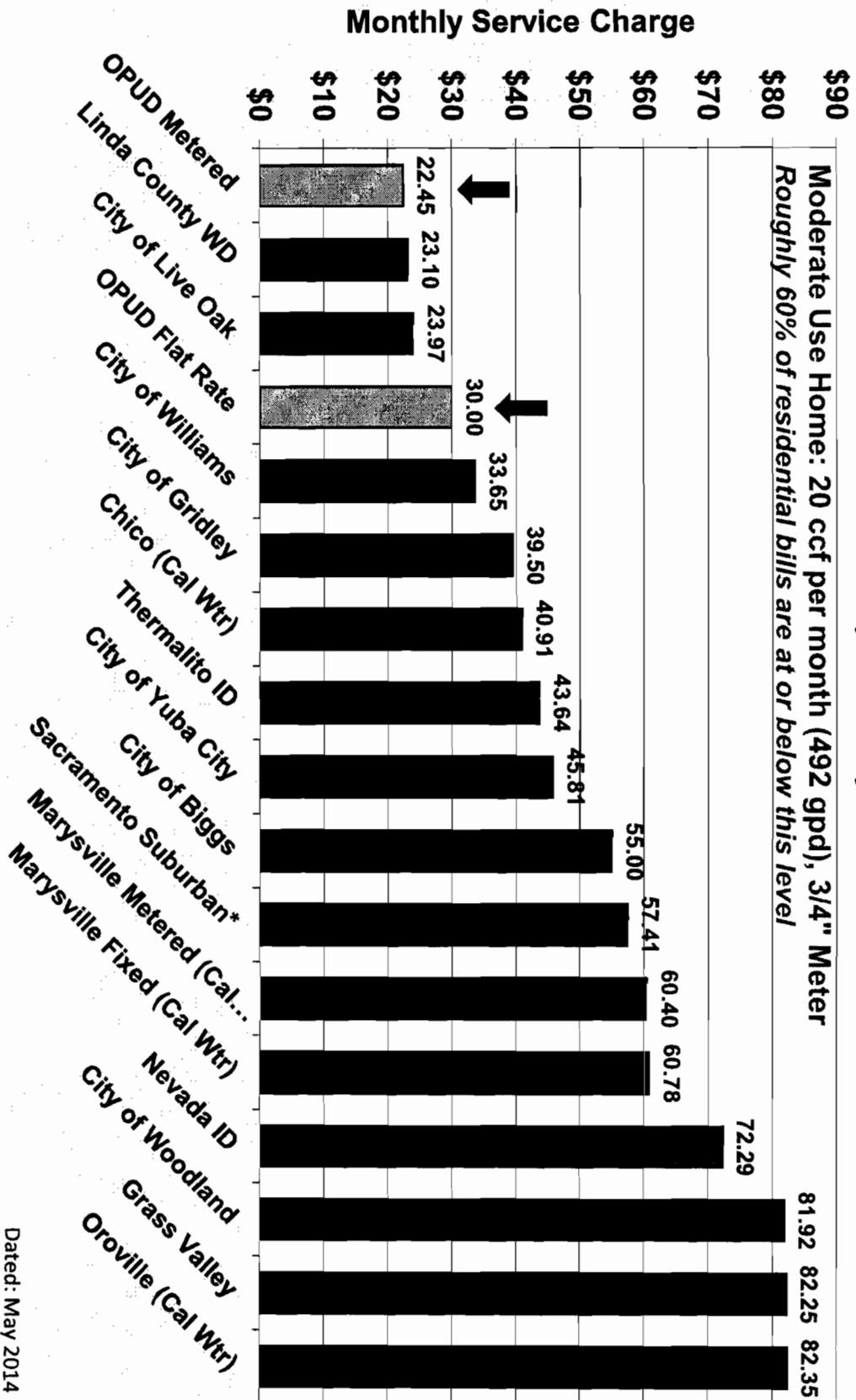
# **Olivehurst Public Utility District** **Water Rate Survey: Monthly Residential Rates**

Low Use Home: 10 ccf per month (246 gpd), 3/4" Meter  
 Roughly 30% of residential bills are at or below this level



# **Olivehurst Public Utility District** **Water Rate Survey: Monthly Residential Rates**

Moderate Use Home: 20 ccf per month (492 gpd), 3/4" Meter  
 Roughly 60% of residential bills are at or below this level

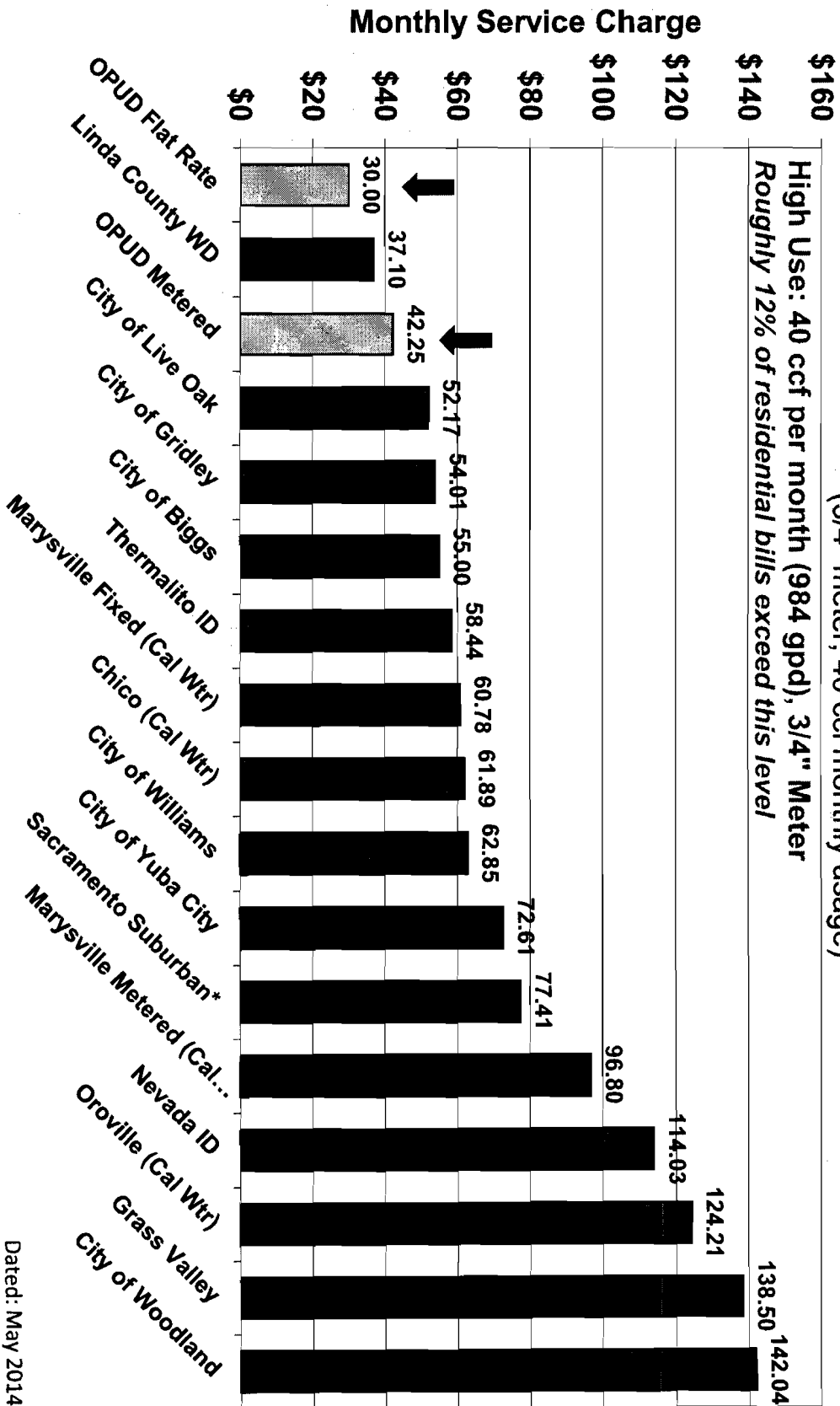


Dated: May 2014



# **Olivehurst Public Utility District** Survey of Monthly Residential Water Rates (3/4" meter, 40 ccf monthly usage)

High Use: 40 ccf per month (984 gpd), 3/4" Meter  
 Roughly 12% of residential bills exceed this level



Dated: May 2014

Table 1  
Olivehurst Public Utility District - Water Rate Study 2014  
Water Rates

	Ratio to 3/4" Meter	July 1, 2007	July 1, 2009	July 1, 2010	Current July 1, 2011
<b>FLAT RATE ACCOUNTS</b>					
<i>Fixed Monthly Charges</i>					
3/4" Service	1.00	\$21.50	\$26.00	\$28.00	\$30.00
1" Service	1.53	33.00	39.90	43.00	46.00
1-1/2" Service	2.33	50.00	60.50	65.10	69.80
2" Service	3.35	72.00	87.10	93.80	100.50
3" Service	6.98	150.00	181.40	195.30	209.30
4" Service	9.77	210.00	254.00	273.50	293.00
<b>METERED RATE ACCOUNTS</b>					
<b><u>3/4" Meter</u></b>					
Fixed Monthly Charge	1.00	\$15.00	\$16.00	\$16.75	\$17.50
Consumption charge per ccf		0.77	0.90	0.95	0.99
Per ccf of use in excess of:		15	17	15	15
<b><u>1" - 4" Meters</u></b>					
Fixed Monthly Charge	1.67	\$25.00	\$26.70	\$27.90	\$29.20
Consumption charge per ccf		0.77	0.90	0.95	0.99
Per ccf of use in excess of:		33	28	25	25

Rates for meters over 4" shall be determined on a case-by-case basis based on costs & service characteristics.

Source: OPUD Resolution No. 2210

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Table 2  
Olivehurst Public Utility District - Water Rate Study 2014  
Water Capital Improvement Plan

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**Water Capital Improvement Plan (2013 \$)**

Steel Water Line Replacement	\$2,388,166
Wells 1 & 4 Water Treatment Plant Sludge Handling	677,681
Wells 10 & 28 Water Treatment Plant Sludge Handling	<u>Completed</u>
Total	3,065,847

<b>Assumed Grant Funding</b>	10%
Grant Funding \$	\$306,585

<b>OPUD Funding Requirement</b>	2,759,262
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<b>Years to Fund CIP (Target)</b>	7.5
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<b>Average Annual Funding Requirement</b>	367,902
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Table 3  
Olivehurst Public Utility District - Water Rate Study 2014  
Historical & Budgeted Revenues

	Actuals			Revised Budget
	2010/11	2011/12	2012/13	2013/14
<b>REVENUES</b>				
Sales - Residential & Business	\$2,051,924	\$2,114,577	\$2,180,689	\$2,118,394
Sales - Parks	52,113	63,020	59,502	60,180
Allowance for Doubtful Accounts	0	(64,457)	(4,679)	(7,457)
Service Charges/Fees	86,798	90,900	91,283	83,750
Backflow Device Revenue	2,810	1,395	120	3,000
Inspection Revenue	38	0	0	75
Admin Revenue	580	0	0	0
Operational Interest	5,839	0	0	0
Plan Check Fee Revenue	525	0	0	800
Water Tower Rental	33,516	34,316	34,676	0
Miscellaneous Revenue	<u>644</u>	<u>1,398</u>	<u>4,789</u>	<u>2,000</u>
<b>Subtotal Operating Revenue</b>	2,234,786	2,241,151	2,366,379	2,260,742
<b>Adjustments</b>				
Carryover from Prior Year				200,000
Transfer Out: Safety Officer				(3,980)
Reserve: Capital Facilities				(50,000)
Reserve: Raising Iron				<u>(7,500)</u>
<b>Subtotal Adjustments</b>				138,520
<b>TOTAL OPERATING REVENUES</b>	<b>2,234,786</b>	<b>2,241,151</b>	<b>2,366,379</b>	<b>2,399,262</b>

Sources: Water Department Budget to Actual Data  
Revised Water Department Budget for FY2013/14 (Dated 1/16/14)

Table 4  
Olivehurst Public Utility District - Water Rate Study 2014  
Historical & Budgeted Expenses

	Actuals			Revised Budget
	2010/11	2011/12	2012/13	2013/14
<b>EXPENDITURES</b>				
Salaries	263,961	358,143	385,258	378,500
Overtime/Comp Time	0	8,382	9,514	10,000
Accrued Compensated Absences	53,940	0	0	7,000
Payroll Taxes	26,332	27,213	29,814	28,263
Employee Benefits - Retirement / Med	113,532	105,585	125,729	125,490
Employee Costs	0	0	583	1,500
Admin. Overhead Allocation	490,317	367,232	244,254	358,206
Water Meters & Supplies	85,945	95,700	82,125	95,000
Operating Supplies & Repairs	35,118	70,458	125,875	131,000
Licenses & Permits	6,291	9,363	3,985	3,000
Office Supplies	1,516	1,377	682	1,000
Gas and Oil	23,114	19,407	22,091	26,758
Fees, Licenses and Permits (Facilities)	34,935	17,546	20,485	32,000
Utilities and Phone	431,164	436,321	485,699	500,000
Outside Services	32,554	53,100	64,327	130,000
Printing-Public/Legal Notices	2,220	2,161	1,119	1,250
Lab Supplies	4,919	3,050	1,904	4,500
Small Tools	1,358	1,067	1,230	2,500
Uniforms	3,114	4,134	2,885	3,500
Training and Education	1,731	810	1,575	2,000
Unemployment	9,948	2,309	0	500
Safety Supplies	3,347	1,181	1,755	2,000
Chlorine	91,769	99,951	95,115	100,000
Fluoride	23,548	17,617	11,336	0
Property Taxes	0			0
Postage & Shipping - Water	892	15,324	16,769	18,000
Direct Assessments	709	758	757	1,000
Lab Testing Services	14,031	13,035	13,260	18,000
General Insurance	35,414	35,918	34,704	38,200
Workers' Compensation Insurance	15,727	18,412	13,051	20,000
Transportation and Travel	79	0	0	500
Computer Services	0	6,282	5,339	8,500
Legal Fees	24,373	19,827	17,944	20,000
Admin Expense - Water Cap Fees	611	2,830	875	0
Security	8,738	9,409	4,434	10,000
Capital Outlay	0	0	11,734	20,000
Rents & Leases	0	773	308	500
Buildings and Improvements	1,086	221	326	2,000
Auto Expense	8,007	10,696	9,984	10,500
Cash Over / Short	96	(37)	222	150
Miscellaneous Expense	0	0	7	100
Contingency	0	0	0	80,195
Subtotal O&M	1,850,438	1,835,555	1,847,054	2,191,612
Meter Replacement Loan	0	0	0	33,150
Debt Service				
1995 USDA Loan - Interest	32,616	31,896	31,131	41,000
2002 USDA Loan - Interest	25,582	25,637	25,363	33,500
1995 USDA Loan - Principal	16,000	17,000	18,000	19,000
2002 USDA Loan - Principal	8,650	9,039	9,446	9,871
Depreciation Expense (Short-Term Funded)	487,382	487,382	0	100,000
<b>Total Expenditures</b>	<b>2,420,668</b>	<b>2,406,509</b>	<b>1,930,993</b>	<b>2,428,133</b>
<b>Revenues Less Expenses</b>	<b>(185,881)</b>	<b>(165,358)</b>	<b>435,386</b>	<b>(28,871)</b>

Sources: Water Department Budget to Actual Data  
Revised Water Department Budget for FY2013/14 (Dated 1/16/14)  
Includes Principal Payments for USDA Loans; Excludes Interfund Transfers

Table 5  
Olivehurst Public Utility District - Water Rate Study 2014  
Water Capital Outlay

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
<b>Capital Outlay</b>								
<i>Excludes CIP projects which are listed on Table 2</i>								
Pumps	28,000	54,000	17,000	11,200	0	0	36,000	20,000
Vehicles	0	60,000	0	45,000	50,000	0	0	0
Equipment	<u>0</u>	<u>0</u>	<u>0</u>	<u>230,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	28,000	114,000	17,000	286,200	50,000	0	36,000	20,000
Cumulative Total	28,000	142,000	159,000	445,200	495,200	495,200	531,200	551,200
<b>Average Annual Funding Requirement</b>								<b>68,900</b>

Source: OPUD Capital Budget - Water Department

Table 6  
Olivehurst Public Utility District - Water Rate Study 2014  
Outstanding Debt

Outstanding Water Debt							
Issue Principal Rate	<u>1994 USDA Bond</u> \$902,000 4.50%			<u>2002 USDA Loan</u> \$623,000 4.50%			
Year	Principal	Interest	Total	Principal	Interest	Total	TOTAL
2014	19,000	30,330	49,330	9,871	23,984	33,856	83,186
2015	20,000	29,475	49,475	10,316	23,540	33,856	83,331
2016	21,000	28,575	49,575	10,780	23,076	33,856	83,431
2017	22,000	27,630	49,630	11,265	22,591	33,856	83,486
2018	23,000	26,640	49,640	11,772	22,084	33,856	83,496
2019	24,000	25,605	49,605	12,302	21,554	33,856	83,461
2020	25,000	24,525	49,525	12,855	21,001	33,856	83,381
2021	27,000	23,400	50,400	13,434	20,422	33,856	84,256
2022	28,000	22,185	50,185	14,038	19,818	33,856	84,041
2023	29,000	20,925	49,925	14,670	19,186	33,856	83,781
2024	31,000	19,620	50,620	15,330	18,526	33,856	84,476
2025	32,000	18,225	50,225	16,020	17,836	33,856	84,081
2026	34,000	16,785	50,785	16,741	17,115	33,856	84,641
2027	36,000	15,255	51,255	17,494	16,362	33,856	85,111
2028	37,000	13,635	50,635	18,281	15,575	33,856	84,491
2029	39,000	11,970	50,970	19,104	14,752	33,856	84,826
2030	41,000	10,215	51,215	19,964	13,892	33,856	85,071
2031	43,000	8,370	51,370	20,862	12,994	33,856	85,226
2032	45,000	6,435	51,435	21,801	12,055	33,856	85,291
2033	48,000	4,410	52,410	22,782	11,074	33,856	86,266
2034	50,000	2,250	52,250	23,807	10,049	33,856	86,106
2035				24,878	8,978	33,856	33,856
2036				25,998	7,858	33,856	33,856
2037				27,168	6,688	33,856	33,856
2038				28,390	5,466	33,856	33,856
2039				29,668	4,188	33,856	33,856
2040				31,003	2,853	33,856	33,856
Total	902,000	1,079,550	1,981,550	590,603	729,774	1,320,377	3,301,927
Outstanding	674,000	386,460	1,060,460	500,591	413,516	914,107	1,974,567

**Table 7 - Olivehurst Public Utility District - Water Cash Flow Projection**

	Revised Budget			Projected							
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	
Effective Date	July 2011	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	
Monthly Fixed Charge, 3/4" Meter	\$17.50	\$17.00	\$16.00	\$15.00	\$15.00	\$15.00	\$15.50	\$15.50	\$16.00	\$16.00	
Unbilled Water Allowance 3/4" (ccf)	15	12	9	6	3	0	0	0	0	0	
Water Consumption Flat Rate (\$/ccf)	\$0.99	\$1.20	\$1.35	\$1.50	\$1.50	\$1.50	\$1.55	\$1.55	\$1.60	\$1.60	
Monthly Flat Rate (3/4" Meter 27.5-25 ccf)	\$30.00	\$35.00	\$38.95	\$43.50	\$48.00	\$52.50	\$54.25	\$54.25	\$56.00	\$56.00	
Metered Accounts, 3/4"	4,680	4,780	4,880	4,980	5,080	5,180	5,280	5,380	5,480	5,580	
Metered Accounts, 1"-4"	124	124	124	124	124	124	124	124	124	124	
Flat Rate Accounts	1,100	1,000	900	800	700	600	500	400	300	200	
Annual Meter Conversions	100	100	100	100	100	100	100	100	100	100	
Conservation (Decrease from Base Year)	-	0.5%	1%	2%	3%	4%	5%	6%	7%	8%	
Billed Water Use: Jul-Dec (ccf)	640,000	643,000	709,600	779,800	853,400	933,100	1,017,600	1,018,400	1,018,900	1,019,200	
Billed Water Use: Jan-Jun (ccf)	215,000	248,700	296,400	356,400	432,500	523,200	539,400	544,800	550,000	554,900	
Operating/Capital Cost Escalation	-	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Interest Earnings Rate	0.3%	0.5%	0.75%	1.0%	1.5%	2.0%	2.0%	2.0%	2.0%	2.0%	
<b>Beginning Fund Balance (unaudited)</b>	<b>\$1,129,000</b>	<b>\$1,084,000</b>	<b>\$939,000</b>	<b>\$847,000</b>	<b>\$902,000</b>	<b>\$1,008,000</b>	<b>\$1,068,000</b>	<b>\$1,170,000</b>	<b>\$1,198,000</b>	<b>\$1,243,000</b>	
<b>REVENUES</b>											
Meter Charges	Estimated 1,006,000	1,001,000	977,000	936,000	924,000	941,000	975,000	1,009,000	1,044,000	1,079,000	
Water Consumption Charges	845,000	935,000	1,252,000	1,587,000	1,929,000	2,184,000	2,362,000	2,423,000	2,459,000	2,519,000	
Flat Rate Service Charges	388,000	400,000	412,000	411,000	402,000	383,000	345,000	287,000	226,000	165,000	
Subtotal Water Service Charges	2,239,000	2,336,000	2,641,000	2,934,000	3,255,000	3,508,000	3,682,000	3,719,000	3,729,000	3,763,000	
Other Revenue	82,000	84,000	86,000	88,000	90,000	92,000	94,000	96,000	98,000	100,000	
Interest Earnings	3,000	5,000	7,000	8,000	14,000	20,000	21,000	23,000	24,000	25,000	
<b>Total Revenues</b>	<b>2,324,000</b>	<b>2,425,000</b>	<b>2,734,000</b>	<b>3,030,000</b>	<b>3,359,000</b>	<b>3,620,000</b>	<b>3,797,000</b>	<b>3,838,000</b>	<b>3,851,000</b>	<b>3,888,000</b>	
<b>EXPENSES</b>											
<b>Operating &amp; Maintenance</b>											
Salaries & Benefits	551,000	634,000	722,000	751,000	781,000	812,000	844,000	878,000	913,000	950,000	
Admin Overhead Allocation	358,000	372,000	387,000	402,000	418,000	435,000	452,000	470,000	489,000	509,000	
Utilities	500,000	520,000	541,000	563,000	586,000	609,000	633,000	658,000	684,000	711,000	
Other Operating Expenses	678,000	705,000	733,000	762,000	792,000	824,000	857,000	891,000	927,000	964,000	
Capital Outlay	58,000	70,000	73,000	76,000	79,000	82,000	85,000	88,000	92,000	96,000	
Contingency	80,000	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000	
Subtotal	2,225,000	2,326,000	2,482,000	2,581,000	2,684,000	2,791,000	2,901,000	3,016,000	3,137,000	3,263,000	
<b>Capital &amp; Debt Service</b>											
1994 USDA Loan Debt Service	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
2002 USDA Loan Debt Service	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	
Interfund loan for Meter Program	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	
Water CIP Projects (7.5 Year Completion)	0	100,000	200,000	250,000	400,000	600,000	600,000	600,000	400,000	0	
Infrastructure Repairs & Replacements	25,000	25,000	25,000	25,000	50,000	50,000	75,000	75,000	150,000	400,000	
Subtotal	144,000	244,000	344,000	394,000	569,000	769,000	794,000	794,000	669,000	519,000	
<b>Total Expenses</b>	<b>2,369,000</b>	<b>2,570,000</b>	<b>2,826,000</b>	<b>2,975,000</b>	<b>3,253,000</b>	<b>3,560,000</b>	<b>3,695,000</b>	<b>3,810,000</b>	<b>3,806,000</b>	<b>3,782,000</b>	
<b>Revenues Less Expenses</b>	<b>(45,000)</b>	<b>(145,000)</b>	<b>(92,000)</b>	<b>55,000</b>	<b>106,000</b>	<b>60,000</b>	<b>102,000</b>	<b>28,000</b>	<b>45,000</b>	<b>106,000</b>	
<b>Ending Fund Balance</b>	<b>1,084,000</b>	<b>939,000</b>	<b>847,000</b>	<b>902,000</b>	<b>1,008,000</b>	<b>1,068,000</b>	<b>1,170,000</b>	<b>1,198,000</b>	<b>1,243,000</b>	<b>1,349,000</b>	
Min Fund Rstrv Target: 25% O&M + \$500K	1,060,000	1,080,000	1,120,000	1,150,000	1,170,000	1,200,000	1,230,000	1,250,000	1,280,000	1,320,000	
Debt Service Coverage	1.18	1.18	3.00	5.35	8.04	9.87	10.67	9.79	8.50	7.44	



Table 8  
Olivehurst Public Utility District - Water Rate Study 2014  
Water Cash Flow Assumptions

<b>FUND RESERVES</b>	
1	Beginning operating fund reserves based on unaudited estimates and exclude restricted capacity fee reserves.
<b>REVENUES</b>	
1	Water Service Charge Revenues based on 2013/14 budget and adjustments based on analysis of water customer and usage data, plus future rate increases effective January 1 each year.
2	For financial planning purposes, cash flows assume no growth.
3	Interest earnings projected based on beginning fund balance x projected interest rate.
4	Projections assume no new debt financing.
5	Accounts for a conservative estimate of additional water consumption charge revenues due to the proposed phase out of unbilled water allowance currently included with the fixed meter charges.
6	Assumes OPUD converts 100 accounts from flat rate to metered rate service each year.
<b>EXPENSES</b>	
1	Operating Expenses based on 2013/14 adjusted budget and escalate at the annual rate of 4% to account for cost inflation.
2	Salaries & Benefits include additional costs for a) the water utility's share of accounting specialist (43.9% of \$82,000 = \$36,000 per year) starting January 1, 2015 and b) a utility worker (\$50,000 per year) starting January 1, 2015.
3	Capital Outlay projected at \$70,000 per year plus cost escalation (based on average annual capital outlay funding projections).
4	Operating contingency funding included at \$25,000 per year, which equates to about 1% of projected 2014/15 operating expenses, plus future cost inflation.
5	Debt Service includes payment of both principal and interest on outstanding USDA Loans.
6	Water Capital Improvement Program funded over 7.5 years. This includes below-average-annual funding in early years due to funding limitations, followed by higher-than-average annual funding to complete the program on schedule.
7	Capital Repairs & Replacements funding is phased in as shown on the table. Goal is to eventually provide an adequate funding stream to enable OPUD to fund repairs, replacements, and rehabilitation of aging infrastructure. Near-term rate increases do not adequately address these funding needs.
<b>MINIMUM FUND RESERVE TARGET</b>	
1	Minimum Fund Reserve Target recommended at 25%, or roughly 3 months, of operating costs plus \$500,000 for emergency capital reserves.

Table 9  
Olivehurst Public Utility District - Water Rate Study 2014  
Projected Water Rates

		Current	Projected		
	Ratio to	Jul-1	Jan-1	Jan-1	Jan-1
	3/4" Meter	2011	2015	2016	2017
<b>METERED RATE ACCOUNTS</b>					
<b><u>3/4" Meter</u></b>					
Fixed Monthly Charge	1.00	\$17.50	\$17.00	\$16.00	\$15.00
<i>Water allowance included with Fixed Charge</i>		15 ccf	12 ccf	9 ccf	6 ccf
Consumption Charge per ccf		\$0.99	\$1.20	\$1.35	\$1.50
<i>Applies to water use in excess of water allowance</i>					
<b><u>1" - 4" Meter</u></b>					
Fixed Monthly Charge	1.67	\$29.20	\$28.40	\$26.70	\$25.00
<i>Water allowance included with Fixed Charge</i>		25 ccf	20 ccf	15 ccf	10 ccf
Consumption Charge per ccf		\$0.99	\$1.20	\$1.35	\$1.50
<i>Applies to water use in excess of water allowance</i>					
<i>Equivalent consumption charge per 100 gallons</i>		\$0.13	\$0.16	\$0.18	\$0.20
<b>FLAT RATE ACCOUNTS</b>					
<b><u>Fixed Monthly Charge</u></b>					
3/4" Service	1.00	\$30.00	\$35.00	\$38.95	\$43.50
1" Service	1.53	46.00	53.70	59.70	66.70
1-1/2" Service	2.33	69.80	81.40	90.60	101.20
2" Service	3.35	100.50	117.30	130.50	145.70
3" Service	6.98	209.30	244.20	271.70	303.50
4" Service	9.77	293.00	341.80	380.40	424.90
Rates for meters over 4" shall be determined on a case-by-case basis depending on costs and service characteristics.					

Table 10  
Olivehurst Public Utility District  
Water Rate Impacts

		Projected			
		Current Rates	Jan-1 2015	Jan-1 2016	Jan-1 2017
<b>Metered Rates</b>					
3/4" Meter Charge		\$17.50	\$17.00	\$16.00	\$15.00
Consumption Charge		\$0.99	\$1.20	\$1.35	\$1.50
Water Included (ccf)		15	12	9	6
<b>Monthly Bill</b>	<b>% of Residential</b>				
<u>Water Use (ccf)</u>	<u>Bills at or Below</u>				
0	-	\$17.50	\$17.00	\$16.00	\$15.00
5	12.3%	17.50	17.00	16.00	15.00
10	31.0%	17.50	17.00	17.35	21.00
15	46.5%	17.50	20.60	24.10	28.50
20	59.0%	22.45	26.60	30.85	36.00
25	69.2%	27.40	32.60	37.60	43.50
30	77.4%	32.35	38.60	44.35	51.00
40	88.0%	42.25	50.60	57.85	66.00
50	93.5%	52.15	62.60	71.35	81.00
100	99.3%	101.65	122.60	138.85	156.00
<b>Flat Monthly Rate. 3/4" Service</b>		<b>\$30.00</b>	<b>\$35.00</b>	<b>\$38.95</b>	<b>\$43.50</b>

Table 11  
Olivehurst Public Utility District  
Water Accounts

	Number of Accounts	% of Total
<b>Flat Rate Accounts</b>		
3/4" Service	1,095	18.5%
1" Service	<u>6</u>	<u>0.1%</u>
Subtotal	1,101	18.6%
<b>Metered Accounts</b>		
3/4" Meters	4,680	79.3%
1" & Larger Meters	<u>124</u>	<u>2.1%</u>
Subtotal	4,804	81.4%
Total	5,905	100.0%

Table 12

## Olivehurst Public Utility District - Water Rate Study 2014

## Additional Billed Water Use With Phase-Out of Unbilled Water Allowance

	Annual Use (ccf)	Jul-Dec Use (ccf)	Jan-Jun Use (ccf)
<b>Additional Billed Water Use With Phase-Out of Unbilled Water Allowance</b>			
<u>Small Accounts, Additional Billed Water</u>			
3 to 0 ccf	155,000	78,000	77,000
6 to 3 ccf	143,000	75,000	68,000
9 to 6 ccf	125,000	70,000	55,000
12 to 9 ccf	107,000	65,000	42,000
15 to 12 ccf	<u>90,000</u>	<u>60,000</u>	<u>30,000</u>
Subtotal	620,000	348,000	272,000
<u>Large Accounts, Additional Billed Water</u>			
5 to 0 ccf	4,500	2,000	2,500
10 to 5 ccf	4,300	2,000	2,300
15 to 10 ccf	4,000	2,000	2,000
20 to 15 ccf	3,700	2,000	1,700
25 to 20 ccf	<u>3,500</u>	<u>2,000</u>	<u>1,500</u>
Subtotal	20,000	10,000	10,000
<u>Total Additional Billed Water With Phase-Out of Unbilled Water Allowance</u>			
3 to 0 ccf	159,500	80,000	79,500
6 to 3 ccf	147,300	77,000	70,300
9 to 6 ccf	129,000	72,000	57,000
12 to 9 ccf	110,700	67,000	43,700
15 to 12 ccf	<u>93,500</u>	<u>62,000</u>	<u>31,500</u>
Total	640,000	358,000	282,000

\* Data based on 95% of water use data from recent year; assumes partial reduction in water consumption with gradual reduction of unbilled water allowance.

Table 13

## Olivehurst Public Utility District - Water Rate Study 2014

## Additional Billed Water Use With Conversion from Flat to Metered Service

**Additional Billed Water Use With Conversion from Flat to Metered Service**

Number of Conversions per Year	100	100	100	100	100	100
Cumulative Conversions	100	200	300	400	500	600

<b>Unbilled Water Allowance (ccf)</b>	15	12	9	6	3	0
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Est. Average Monthly Use per Residential Account (ccf)\*

Jul-Dec	26	26	26	26	26	26
Jan-Jun	<u>14</u>	<u>14</u>	<u>14</u>	<u>14</u>	<u>14</u>	<u>14</u>
Annual Average	20	20	20	20	20	20

Additional Water Use per 100 Conversions

Jul-Dec	15,600	15,600	15,600	15,600	15,600	15,600
Jan-Jun	<u>8,400</u>	<u>8,400</u>	<u>8,400</u>	<u>8,400</u>	<u>8,400</u>	<u>8,400</u>
Total	24,000	24,000	24,000	24,000	24,000	24,000

Billed Water With Phase-Out of Water Allowance per 100 Conversions

Jul-Dec	6,200	7,400	8,900	9,700	10,800	12,200
Jan-Jun	<u>3,400</u>	<u>4,600</u>	<u>5,500</u>	<u>7,100</u>	<u>9,600</u>	<u>11,800</u>
Total	9,600	12,000	14,400	16,800	20,400	24,000

Billed Water With Phase-Out of Water Allowance (Cumulative Conversions)

Jul-Dec	6,200	14,800	26,700	38,800	54,000	73,200
Jan-Jun	<u>3,400</u>	<u>9,200</u>	<u>16,500</u>	<u>28,400</u>	<u>48,000</u>	<u>70,800</u>
Total	9,600	24,000	43,200	67,200	102,000	144,000

\* Based on analysis of most recent year of water billing and consumption data.

Note: Table estimates additional billed water use without factoring in mid-year phase-out of allowance.

Table 14  
Olivehurst Public Utility District - Water Rate Study 2014  
Billed Water Consumption

With 5-Year Phase-Out of Unbilled Water Allowance for Metered Accounts

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Effective Date	Current	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	-	-	-	-
Unbilled Water Allowance per 3/4" Mtr (ccf)	15	12	9	6	3	0	0	0	0	0
<b>Jul-Dec Billed Water Use (ccf)</b>										
Base Year Use	640,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000
Add'l Water Billed: Phase-Out of Allowance	0	0	62,000	129,000	201,000	278,000	358,000	358,000	358,000	358,000
Add'l Water Billed: Meter Conversions	0	6,200	14,800	26,700	38,800	54,000	73,200	85,400	97,600	109,800
Subtotal: Jul-Dec Billed Use	640,000	646,200	716,800	795,700	879,800	972,000	1,071,200	1,083,400	1,095,600	1,107,800
<b>Jan-Jun Billed Water Use (ccf)</b>										
Base Year Use	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000
Add'l Water Billed: Phase-Out of Allowance	0	31,500	75,200	132,200	202,500	282,000	282,000	282,000	282,000	282,000
Add'l Water Billed: Meter Conversions	0	3,400	9,200	16,500	28,400	48,000	70,800	82,600	94,400	106,200
Subtotal: Jan-Jun Billed Use	215,000	249,900	299,400	363,700	445,900	545,000	567,800	579,600	591,400	603,200
<b>Total Annual Billed Water Use (ccf)</b>										
Base Year Billed Use	855,000	855,000	855,000	855,000	855,000	855,000	855,000	855,000	855,000	855,000
Additional Billed Use	0	9,600	24,000	43,200	67,200	102,000	144,000	168,000	192,000	216,000
Total Billed Use	855,000	864,600	879,000	898,200	922,200	957,000	999,000	1,023,000	1,047,000	1,071,000
Additional Conservation (Decrease in Use)	-	1%	1%	2%	3%	4%	5%	6%	7%	8%
Additional Conservation Adjustment Factor*	100%	100%	99%	98%	97%	96%	95%	94%	93%	92%
<b>Adjusted Billed Water Use (ccf)</b>										
Jul-Dec	640,000	643,000	709,600	779,800	853,400	933,100	1,017,600	1,018,400	1,018,900	1,019,200
Jan-Jun	215,000	248,700	296,400	356,400	432,500	523,200	539,400	544,800	550,000	554,900
Total Adjusted Billed Use	855,000	891,700	1,006,000	1,136,200	1,285,900	1,456,300	1,557,000	1,563,200	1,568,900	1,574,100

\* Estimated reduction in actual amount of water billed due to delinquencies, conservation, and conservatively calibrated based on budget for financial planning purposes.

Table B-1  
Olivehurst Public Utility District  
Consumption Block Analysis  
Excludes Flat Rate Accounts

SMALL ACCOUNTS ANNUAL (Jun-13 - May-14)

Median Monthly Use: 16.0 hcf

Average Monthly Use: 21.9 hcf

Bi-Monthly Use (hcf)	Number of Bills				Water Use (hcf)		Use Through Break	
	In Block	% of Total	Cumulative	Cumulative %	In Block	% of Ttl	Use (hcf)	% of Ttl
0 (est)	100	0.2%	100	0.2%	0	0.0%	0	0.0%
1	605	1.1%	705	1.3%	605	0.0%	55,141	4.6%
2	920	1.7%	1,625	2.9%	1,840	0.2%	109,677	9.1%
3	1,351	2.4%	2,976	5.4%	4,053	0.3%	163,293	13.5%
4	1,674	3.0%	4,650	8.4%	6,696	0.6%	215,558	17.8%
5	2,134	3.9%	6,784	12.3%	10,670	0.9%	266,149	22.0%
6	2,171	3.9%	8,955	16.2%	13,026	1.1%	314,606	26.0%
7	2,151	3.9%	11,106	20.1%	15,057	1.2%	360,892	29.8%
8	2,090	3.8%	13,196	23.9%	16,720	1.4%	405,027	33.4%
9	2,047	3.7%	15,243	27.6%	18,423	1.5%	447,072	36.9%
10	1,900	3.4%	17,143	31.0%	19,000	1.6%	487,070	40.2%
11	1,897	3.4%	19,040	34.5%	20,867	1.7%	525,168	43.3%
12	1,743	3.2%	20,783	37.6%	20,916	1.7%	561,369	46.3%
13	1,684	3.0%	22,467	40.7%	21,892	1.8%	595,827	49.2%
14	1,636	3.0%	24,103	43.6%	22,904	1.9%	628,601	51.9%
15	1,605	2.9%	25,708	46.5%	24,075	2.0%	659,739	54.5%
16	1,531	2.8%	27,239	49.3%	24,496	2.0%	689,272	56.9%
17	1,467	2.7%	28,706	52.0%	24,939	2.1%	717,274	59.2%
18	1,366	2.5%	30,072	54.4%	24,588	2.0%	743,809	61.4%
19	1,300	2.4%	31,372	56.8%	24,700	2.0%	768,978	63.5%
20	1,231	2.2%	32,603	59.0%	24,620	2.0%	792,847	65.4%
21	1,204	2.2%	33,807	61.2%	25,284	2.1%	815,485	67.3%
22	1,153	2.1%	34,960	63.3%	25,366	2.1%	836,919	69.1%
23	1,171	2.1%	36,131	65.4%	26,933	2.2%	857,200	70.7%
24	1,054	1.9%	37,185	67.3%	25,296	2.1%	876,310	72.3%
25	1,079	2.0%	38,264	69.3%	26,975	2.2%	894,366	73.8%
26	974	1.8%	39,238	71.0%	25,324	2.1%	911,343	75.2%
27	958	1.7%	40,196	72.8%	25,866	2.1%	927,346	76.5%
28	948	1.7%	41,144	74.5%	26,544	2.2%	942,391	77.8%
29	832	1.5%	41,976	76.0%	24,128	2.0%	956,488	78.9%
30	813	1.5%	42,789	77.5%	24,390	2.0%	969,753	80.0%
31	780	1.4%	43,569	78.9%	24,180	2.0%	982,205	81.1%
32	698	1.3%	44,267	80.1%	22,336	1.8%	993,877	82.0%
33	688	1.2%	44,955	81.4%	22,704	1.9%	1,004,851	82.9%
34	628	1.1%	45,583	82.5%	21,352	1.8%	1,015,137	83.8%
35	563	1.0%	46,146	83.5%	19,705	1.6%	1,024,795	84.6%
36	547	1.0%	46,693	84.5%	19,692	1.6%	1,033,890	85.3%
37	524	0.9%	47,217	85.5%	19,388	1.6%	1,042,438	86.0%
38	499	0.9%	47,716	86.4%	18,962	1.6%	1,050,462	86.7%
39	480	0.9%	48,196	87.2%	18,720	1.5%	1,057,987	87.3%
40	450	0.8%	48,646	88.1%	18,000	1.5%	1,065,032	87.9%
41	412	0.7%	49,058	88.8%	16,892	1.4%	1,071,627	88.4%
42	385	0.7%	49,443	89.5%	16,170	1.3%	1,077,810	89.0%
43	322	0.6%	49,765	90.1%	13,846	1.1%	1,083,608	89.4%
44	353	0.6%	50,118	90.7%	15,532	1.3%	1,089,084	89.9%
45	326	0.6%	50,444	91.3%	14,670	1.2%	1,094,207	90.3%
46	307	0.6%	50,751	91.9%	14,122	1.2%	1,099,004	90.7%
47	249	0.5%	51,000	92.3%	11,703	1.0%	1,103,494	91.1%
48	258	0.5%	51,258	92.8%	12,384	1.0%	1,107,735	91.4%
49	231	0.4%	51,489	93.2%	11,319	0.9%	1,111,718	91.8%
50	230	0.4%	51,719	93.6%	11,500	0.9%	1,115,470	92.1%
51-100	3,180	5.8%	54,899	99.4%	205,118	16.9%	1,178,688	97.3%
101-200	271	0.5%	55,170	99.9%	34,253	2.8%	1,192,941	98.5%
201-300	28	0.1%	55,198	99.9%	6,833	0.6%	1,198,474	98.9%
301-400	10	0.0%	55,208	99.9%	3,420	0.3%	1,202,194	99.2%
401-500	11	0.0%	55,219	100.0%	4,891	0.4%	1,204,885	99.4%
500-1000	17	0.0%	55,236	100.0%	11,612	1.0%	1,210,497	99.9%
>1000	5	0.0%	55,241	100.0%	6,114	0.5%	1,211,611	100.0%
Total	55,241	100.0%			1,211,611	100.0%		

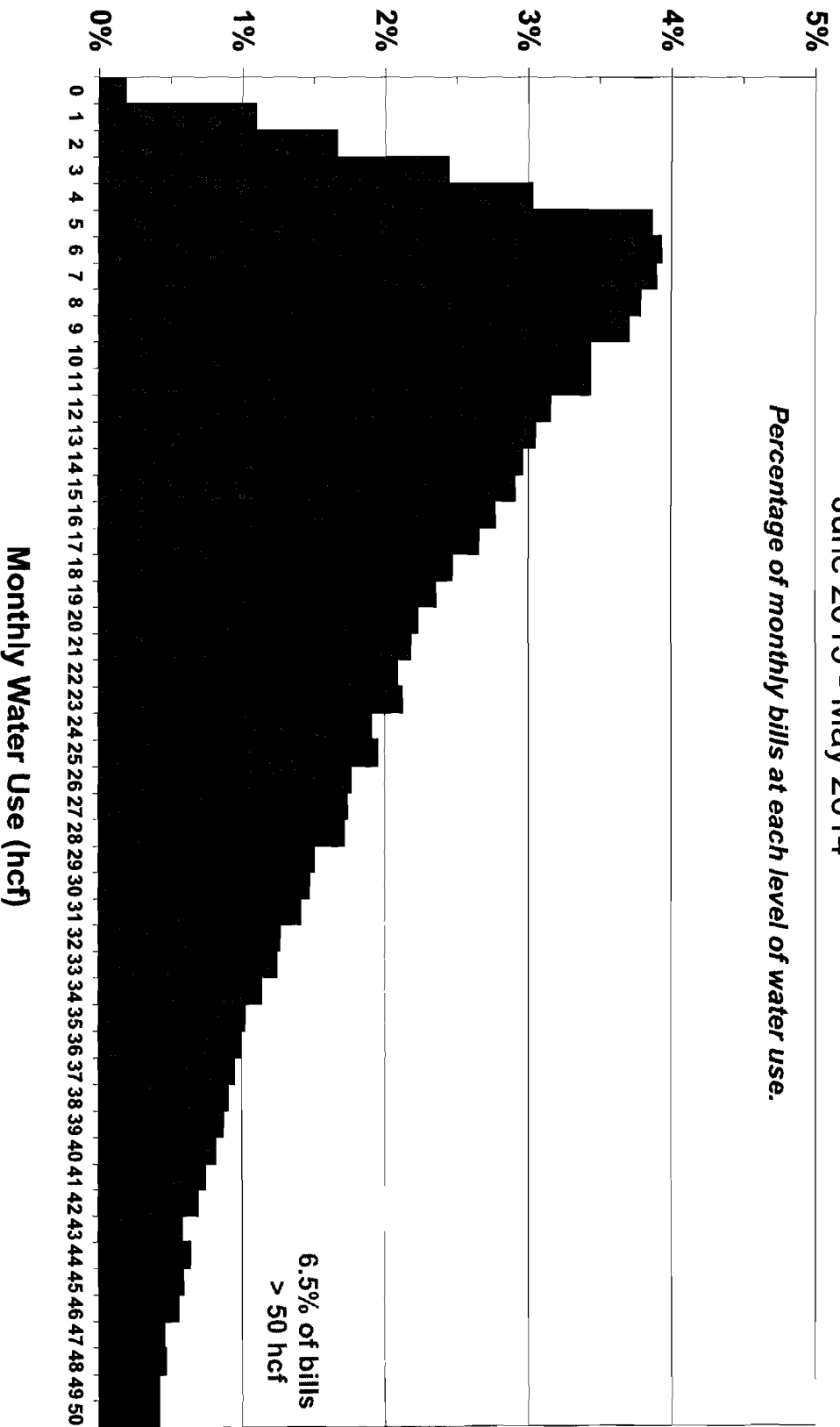


# Olivehurst Public Utility District

Monthly Water Bills for Residential & Small Commercial Accounts  
June 2013 - May 2014

*Percentage of monthly bills at each level of water use.*

**% of Bills at Each Usage Level**



**Monthly Water Use (hcf)**

Table B-2  
Olivehurst Public Utility District  
Consumption Block Analysis  
Excludes Flat Rate Accounts

SMALL ACCOUNTS JUL-DEC  
Median Monthly Use: 23.0 hcf  
Average Monthly Use: 28.0 hcf

Bi-Monthly Use (hcf)	Number of Bills				Water Use (hcf)		Use Through Break	
	In Block	% of Total	Cumulative	Cumulative %	In Block	% of Ttl	Use (hcf)	% of Ttl
0 (est)	35	0.1%	35	0.1%	0	0.0%	0	0.0%
1	176	0.6%	211	0.8%	176	0.0%	27,818	3.6%
2	218	0.8%	429	1.5%	436	0.1%	55,460	7.1%
3	285	1.0%	714	2.6%	855	0.1%	82,884	10.6%
4	309	1.1%	1,023	3.7%	1,236	0.2%	110,023	14.1%
5	420	1.5%	1,443	5.2%	2,100	0.3%	136,853	17.5%
6	455	1.6%	1,898	6.8%	2,730	0.4%	163,263	20.9%
7	522	1.9%	2,420	8.7%	3,654	0.5%	189,218	24.3%
8	572	2.1%	2,992	10.7%	4,576	0.6%	214,651	27.5%
9	622	2.2%	3,614	13.0%	5,598	0.7%	239,512	30.7%
10	625	2.2%	4,239	15.2%	6,250	0.8%	263,751	33.8%
11	695	2.5%	4,934	17.7%	7,645	1.0%	287,365	36.9%
12	710	2.5%	5,644	20.3%	8,520	1.1%	310,284	39.8%
13	731	2.6%	6,375	22.9%	9,503	1.2%	332,493	42.6%
14	770	2.8%	7,145	25.7%	10,780	1.4%	353,971	45.4%
15	803	2.9%	7,948	28.5%	12,045	1.5%	374,679	48.0%
16	817	2.9%	8,765	31.5%	13,072	1.7%	394,584	50.6%
17	835	3.0%	9,600	34.5%	14,195	1.8%	413,672	53.0%
18	767	2.8%	10,367	37.2%	13,806	1.8%	431,925	55.4%
19	764	2.7%	11,131	40.0%	14,516	1.9%	449,411	57.6%
20	757	2.7%	11,888	42.7%	15,140	1.9%	466,133	59.8%
21	733	2.6%	12,621	45.3%	15,393	2.0%	482,098	61.8%
22	729	2.6%	13,350	47.9%	16,038	2.1%	497,330	63.8%
23	756	2.7%	14,106	50.6%	17,388	2.2%	511,833	65.6%
24	689	2.5%	14,795	53.1%	16,536	2.1%	525,580	67.4%
25	733	2.6%	15,528	55.7%	18,325	2.3%	538,638	69.1%
26	651	2.3%	16,179	58.1%	16,926	2.2%	550,963	70.7%
27	647	2.3%	16,826	60.4%	17,469	2.2%	562,637	72.1%
28	669	2.4%	17,495	62.8%	18,732	2.4%	573,664	73.6%
29	563	2.0%	18,058	64.8%	16,327	2.1%	584,022	74.9%
30	566	2.0%	18,624	66.9%	16,980	2.2%	593,817	76.1%
31	531	1.9%	19,155	68.8%	16,461	2.1%	603,046	77.3%
32	495	1.8%	19,650	70.5%	15,840	2.0%	611,744	78.4%
33	483	1.7%	20,133	72.3%	15,939	2.0%	619,947	79.5%
34	452	1.6%	20,585	73.9%	15,368	2.0%	627,667	80.5%
35	402	1.4%	20,987	75.3%	14,070	1.8%	634,935	81.4%
36	401	1.4%	21,388	76.8%	14,436	1.9%	641,801	82.3%
37	389	1.4%	21,777	78.2%	14,393	1.8%	648,266	83.1%
38	381	1.4%	22,158	79.6%	14,478	1.9%	654,342	83.9%
39	371	1.3%	22,529	80.9%	14,469	1.9%	660,037	84.6%
40	331	1.2%	22,860	82.1%	13,240	1.7%	665,361	85.3%
41	310	1.1%	23,170	83.2%	12,710	1.6%	670,354	86.0%
42	271	1.0%	23,441	84.2%	11,382	1.5%	675,037	86.6%
43	247	0.9%	23,688	85.0%	10,621	1.4%	679,449	87.1%
44	264	0.9%	23,952	86.0%	11,616	1.5%	683,614	87.7%
45	237	0.9%	24,189	86.8%	10,665	1.4%	687,515	88.2%
46	232	0.8%	24,421	87.7%	10,672	1.4%	691,179	88.6%
47	179	0.6%	24,600	88.3%	8,413	1.1%	694,611	89.1%
48	192	0.7%	24,792	89.0%	9,216	1.2%	697,864	89.5%
49	178	0.6%	24,970	89.6%	8,722	1.1%	700,925	89.9%
50	182	0.7%	25,152	90.3%	9,100	1.2%	703,808	90.3%
51-100	2,428	8.7%	27,580	99.0%	157,164	20.2%	753,222	96.6%
101-200	216	0.8%	27,796	99.8%	27,289	3.5%	764,611	98.0%
201-300	22	0.1%	27,818	99.9%	5,373	0.7%	769,084	98.6%
301-400	9	0.0%	27,827	99.9%	3,113	0.4%	772,097	99.0%
401-500	9	0.0%	27,836	99.9%	4,075	0.5%	774,272	99.3%
500-1000	13	0.0%	27,849	100.0%	9,103	1.2%	778,875	99.9%
>1000	4	0.0%	27,853	100.0%	4,948	0.6%	779,823	100.0%
Total	27,853	100.0%			779,823	100.0%		

Table B-3  
Olivehurst Public Utility District  
Consumption Block Analysis  
Excludes Flat Rate Accounts

LARGE ACCOUNTS ANNUAL (Jun-13 - May-14)

Average Monthly Use: 369.5 hcf

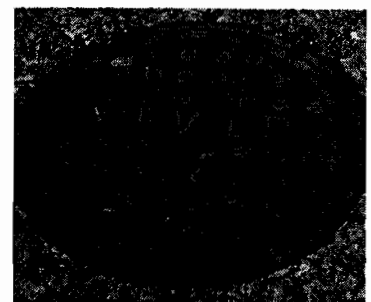
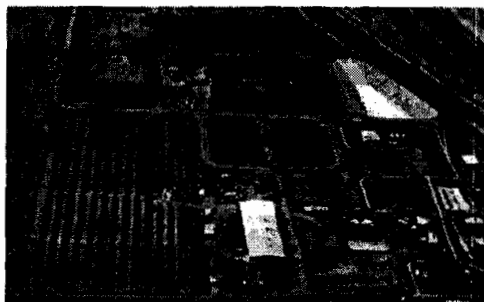
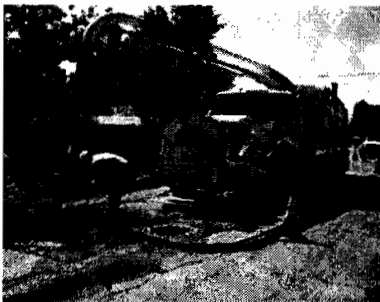
Bi-Monthly Use (hcf)	Number of Bills				Water Use (hcf)		Use Through Break	
	In Block	% of Total	Cumulative	Cumulative %	In Block	% of Ttl	Use (hcf)	% of Ttl
0 (est)	20	2.1%	20	2.1%	0	0.0%	0	0.0%
1	6	0.6%	26	2.7%	6	0.0%	941	0.3%
2	2	0.2%	28	2.9%	4	0.0%	1,876	0.5%
3	1	0.1%	29	3.0%	3	0.0%	2,809	0.8%
4	5	0.5%	34	3.5%	20	0.0%	3,741	1.1%
5	3	0.3%	37	3.9%	15	0.0%	4,668	1.3%
6	3	0.3%	40	4.2%	18	0.0%	5,592	1.6%
7	2	0.2%	42	4.4%	14	0.0%	6,513	1.8%
8	4	0.4%	46	4.8%	32	0.0%	7,432	2.1%
9	2	0.2%	48	5.0%	18	0.0%	8,347	2.4%
10	3	0.3%	51	5.3%	30	0.0%	9,260	2.6%
11	4	0.4%	55	5.7%	44	0.0%	10,170	2.9%
12	8	0.8%	63	6.6%	96	0.0%	11,076	3.1%
13	8	0.8%	71	7.4%	104	0.0%	11,974	3.4%
14	3	0.3%	74	7.7%	42	0.0%	12,864	3.6%
15	5	0.5%	79	8.2%	75	0.0%	13,751	3.9%
16	2	0.2%	81	8.4%	32	0.0%	14,633	4.1%
17	2	0.2%	83	8.6%	34	0.0%	15,513	4.4%
18	5	0.5%	88	9.2%	90	0.0%	16,391	4.6%
19	6	0.6%	94	9.8%	114	0.0%	17,264	4.9%
20	4	0.4%	98	10.2%	80	0.0%	18,131	5.1%
21	7	0.7%	105	10.9%	147	0.0%	18,994	5.3%
22	4	0.4%	109	11.3%	88	0.0%	19,850	5.6%
23	4	0.4%	113	11.8%	92	0.0%	20,702	5.8%
24	15	1.6%	128	13.3%	360	0.1%	21,550	6.1%
25	4	0.4%	132	13.7%	100	0.0%	22,383	6.3%
26	2	0.2%	134	13.9%	52	0.0%	23,212	6.5%
27	3	0.3%	137	14.3%	81	0.0%	24,039	6.8%
28	3	0.3%	140	14.6%	84	0.0%	24,863	7.0%
29	5	0.5%	145	15.1%	145	0.0%	25,684	7.2%
30	4	0.4%	149	15.5%	120	0.0%	26,500	7.5%
31	3	0.3%	152	15.8%	93	0.0%	27,312	7.7%
32	1	0.1%	153	15.9%	32	0.0%	28,121	7.9%
33	4	0.4%	157	16.3%	132	0.0%	28,929	8.1%
34	6	0.6%	163	17.0%	204	0.1%	29,733	8.4%
35	2	0.2%	165	17.2%	70	0.0%	30,531	8.6%
36	4	0.4%	169	17.6%	144	0.0%	31,327	8.8%
37	3	0.3%	172	17.9%	111	0.0%	32,119	9.0%
38	4	0.4%	176	18.3%	152	0.0%	32,908	9.3%
39	3	0.3%	179	18.6%	117	0.0%	33,693	9.5%
40	4	0.4%	183	19.0%	160	0.0%	34,475	9.7%
41	5	0.5%	188	19.6%	205	0.1%	35,253	9.9%
42	3	0.3%	191	19.9%	126	0.0%	36,026	10.1%
43	2	0.2%	193	20.1%	86	0.0%	36,796	10.4%
44	2	0.2%	195	20.3%	88	0.0%	37,564	10.6%
45	3	0.3%	198	20.6%	135	0.0%	38,330	10.8%
46	3	0.3%	201	20.9%	138	0.0%	39,093	11.0%
47	10	1.0%	211	22.0%	470	0.1%	39,853	11.2%
48	3	0.3%	214	22.3%	144	0.0%	40,603	11.4%
49	7	0.7%	221	23.0%	343	0.1%	41,350	11.6%
50	1	0.1%	222	23.1%	50	0.0%	42,090	11.9%
51-100	165	17.2%	387	40.3%	12,272	3.5%	74,812	21.1%
101-200	230	23.9%	617	64.2%	33,292	9.4%	119,504	33.7%
201-300	122	12.7%	739	76.9%	29,922	8.4%	147,226	41.5%
301-400	57	5.9%	796	82.8%	19,421	5.5%	166,047	46.8%
401-500	30	3.1%	826	86.0%	13,270	3.7%	180,817	50.9%
500-1000	78	8.1%	904	94.1%	53,658	15.1%	223,975	63.1%
>1000	57	5.9%	961	100.0%	188,136	53.0%	355,111	100.0%
Total	961	100.0%			355,111	100.0%		

Table B-4  
Olivehurst Public Utility District  
Consumption Block Analysis  
Excludes Flat Rate Accounts

LARGE ACCOUNTS JUL-DEC  
Average Monthly Use: 543.4 hcf

Bi-Monthly Use (hcf)	Number of Bills				Water Use (hcf)		Use Through Break	
	In Block	% of Total	Cumulative	Cumulative %	In Block	% of Ttl	Use (hcf)	% of Ttl
0 (est)	5	1.0%	5	1.0%	0	0.0%	0	0.0%
1	1	0.2%	6	1.2%	1	0.0%	491	0.2%
2	0	0.0%	6	1.2%	0	0.0%	981	0.4%
3	0	0.0%	6	1.2%	0	0.0%	1,471	0.5%
4	0	0.0%	6	1.2%	0	0.0%	1,961	0.7%
5	0	0.0%	6	1.2%	0	0.0%	2,451	0.9%
6	0	0.0%	6	1.2%	0	0.0%	2,941	1.1%
7	0	0.0%	6	1.2%	0	0.0%	3,431	1.3%
8	1	0.2%	7	1.4%	8	0.0%	3,921	1.5%
9	0	0.0%	7	1.4%	0	0.0%	4,410	1.6%
10	0	0.0%	7	1.4%	0	0.0%	4,899	1.8%
11	0	0.0%	7	1.4%	0	0.0%	5,388	2.0%
12	0	0.0%	7	1.4%	0	0.0%	5,877	2.2%
13	0	0.0%	7	1.4%	0	0.0%	6,366	2.4%
14	0	0.0%	7	1.4%	0	0.0%	6,855	2.5%
15	1	0.2%	8	1.6%	15	0.0%	7,344	2.7%
16	1	0.2%	9	1.8%	16	0.0%	7,832	2.9%
17	0	0.0%	9	1.8%	0	0.0%	8,319	3.1%
18	0	0.0%	9	1.8%	0	0.0%	8,806	3.3%
19	1	0.2%	10	2.0%	19	0.0%	9,293	3.4%
20	1	0.2%	11	2.2%	20	0.0%	9,779	3.6%
21	2	0.4%	13	2.6%	42	0.0%	10,264	3.8%
22	0	0.0%	13	2.6%	0	0.0%	10,747	4.0%
23	1	0.2%	14	2.8%	23	0.0%	11,230	4.2%
24	1	0.2%	15	3.0%	24	0.0%	11,712	4.3%
25	0	0.0%	15	3.0%	0	0.0%	12,193	4.5%
26	0	0.0%	15	3.0%	0	0.0%	12,674	4.7%
27	0	0.0%	15	3.0%	0	0.0%	13,155	4.9%
28	1	0.2%	16	3.2%	28	0.0%	13,636	5.1%
29	2	0.4%	18	3.6%	58	0.0%	14,116	5.2%
30	0	0.0%	18	3.6%	0	0.0%	14,594	5.4%
31	0	0.0%	18	3.6%	0	0.0%	15,072	5.6%
32	0	0.0%	18	3.6%	0	0.0%	15,550	5.8%
33	1	0.2%	19	3.8%	33	0.0%	16,028	5.9%
34	1	0.2%	20	4.0%	34	0.0%	16,505	6.1%
35	0	0.0%	20	4.0%	0	0.0%	16,981	6.3%
36	0	0.0%	20	4.0%	0	0.0%	17,457	6.5%
37	1	0.2%	21	4.2%	37	0.0%	17,933	6.7%
38	0	0.0%	21	4.2%	0	0.0%	18,408	6.8%
39	2	0.4%	23	4.6%	78	0.0%	18,883	7.0%
40	2	0.4%	25	5.0%	80	0.0%	19,356	7.2%
41	3	0.6%	28	5.6%	123	0.0%	19,827	7.4%
42	0	0.0%	28	5.6%	0	0.0%	20,295	7.5%
43	0	0.0%	28	5.6%	0	0.0%	20,763	7.7%
44	0	0.0%	28	5.6%	0	0.0%	21,231	7.9%
45	0	0.0%	28	5.6%	0	0.0%	21,699	8.1%
46	3	0.6%	31	6.3%	138	0.1%	22,167	8.2%
47	0	0.0%	31	6.3%	0	0.0%	22,632	8.4%
48	0	0.0%	31	6.3%	0	0.0%	23,097	8.6%
49	2	0.4%	33	6.7%	98	0.0%	23,562	8.7%
50	1	0.2%	34	6.9%	50	0.0%	24,025	8.9%
51-100	80	16.1%	114	23.0%	6,086	2.3%	45,211	16.8%
101-200	137	27.6%	251	50.6%	20,018	7.4%	76,029	28.2%
201-300	85	17.1%	336	67.7%	20,953	7.8%	95,982	35.6%
301-400	43	8.7%	379	76.4%	14,526	5.4%	109,308	40.6%
401-500	23	4.6%	402	81.0%	10,151	3.8%	119,659	44.4%
500-1000	55	11.1%	457	92.1%	38,233	14.2%	149,892	55.6%
>1000	39	7.9%	496	100.0%	158,650	58.9%	269,542	100.0%
Total	496	100.0%			269,542	100.0%		

# **Olivehurst Public Utility District**



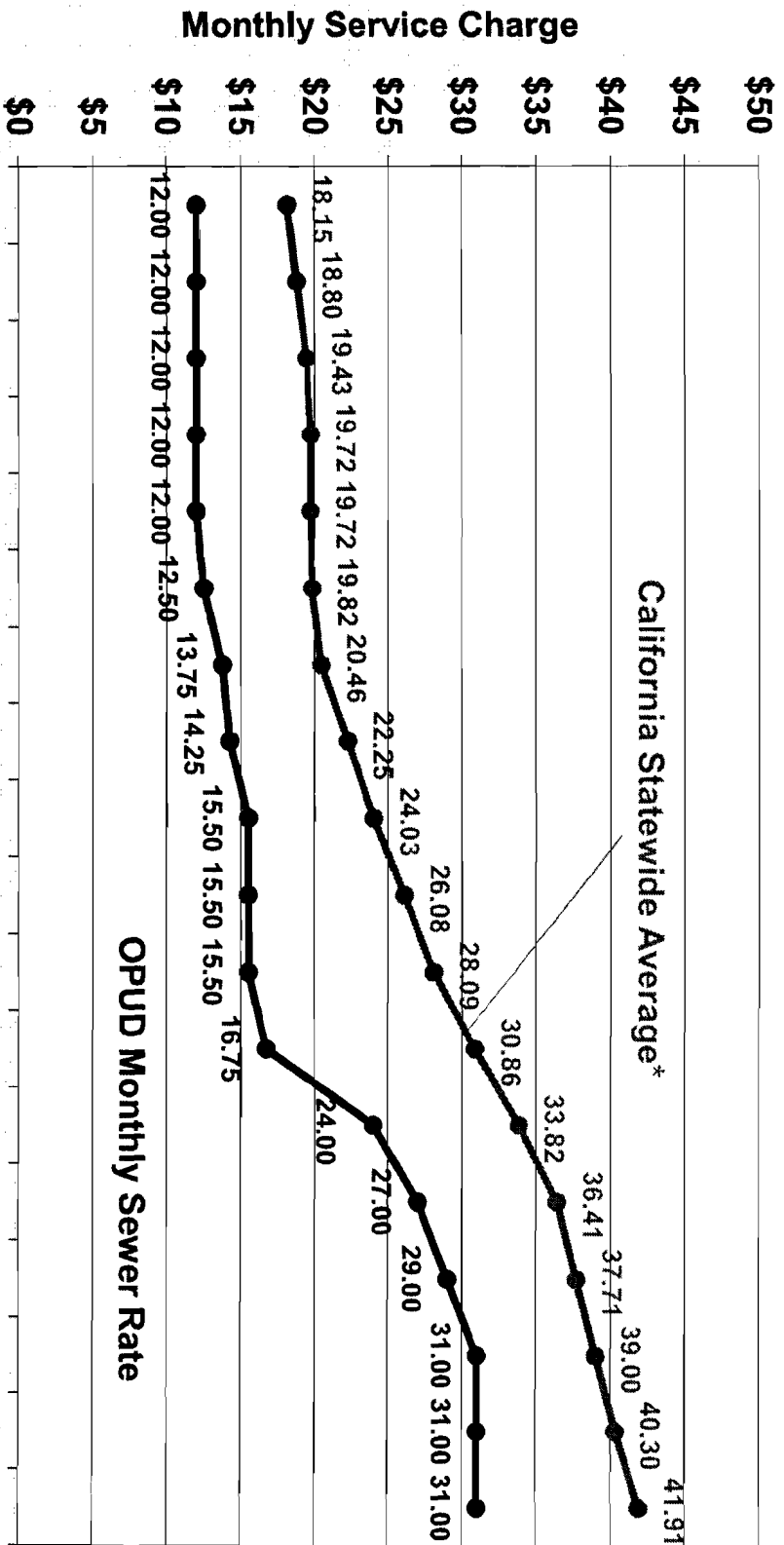
## **Sewer Rate Study Tables**

**Draft 06/30/14**



**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

# **Olivehurst Public Utility District** **Historical Monthly Residential Sewer Rates**



\* Source: Based on SWRCB Fiscal Year 2012-13 Wastewater User Charge Survey Report, estimates shown for 2013/14

# **Olivehurst Public Utility District** **Sewer Rate Survey: Monthly Residential Rates**

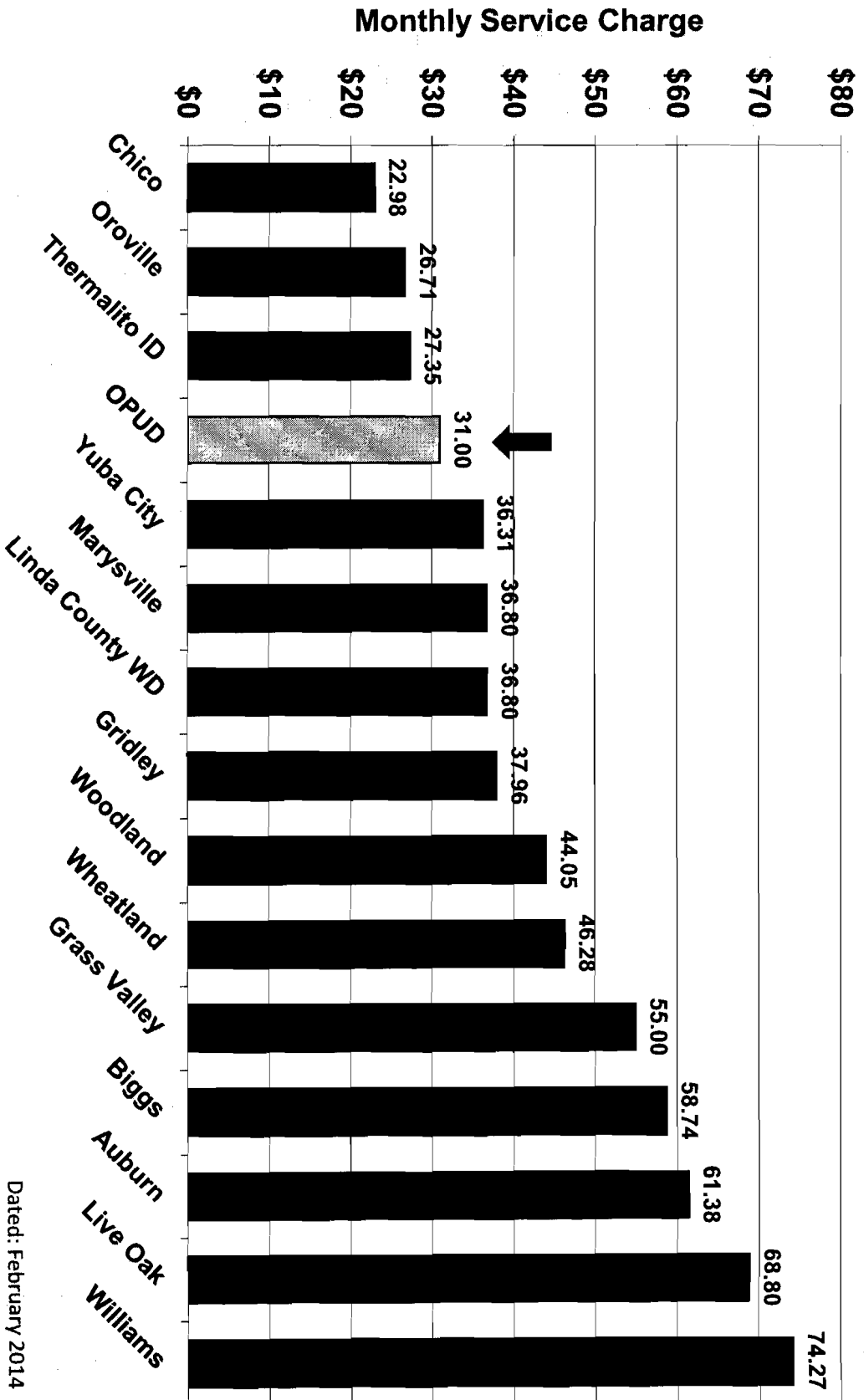


Table 1  
Olivehurst Public Utility District - Sewer Rate Study 2014  
Sewer Rates

	Jan-1 2009	Jan-1 2010	Jan-1 2011	Current Jan-1 2012
Residential (per dwelling unit)	\$25.00	\$27.00	\$29.00	\$31.00
Commercial (per EDU) <sup>1</sup>	25.00	27.00	29.00	31.00
Schools (per EDU) <sup>2</sup>	25.00	27.00	29.00	31.00

1 Nonresidential accounts are assigned a number of Equivalent Dwelling Units (EDUs) by the District based on estimated sewer flow & strength with a minimum assignment of 1 EDU.

2 Schools are billed based on number of faculty/staff, and average daily attendance (ADA) of students. according to the following formula.

EDUs = (A + B + C) / 300 gpd x D / 30

*A = number of faculty and staff x 20 gpd*

*B = ADA for number of elementary/middle school students x 18 gpd*

*C = ADA for number of high school students x 20 gpd*

*D = number of school days in month*

*gpd = gallons per day*

Source: OPUD Resolution No. 2210



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Table 2  
Olivehurst Public Utility District - Sewer Rate Study 2014  
Sewer Capital Improvement Plan

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**Sewer Capital Improvement Plan (2013 \$)**

Lift Station 1, Storm Water Inundation	\$2,153,938
Second Bar Screen & Grit Removal at WWTF	391,236
Sewer Collections Repairs/Upgrades	374,616
Replace Older Clarifiers at WWTF	656,168
Install Pre-Filters at WWTF	<u>tbd</u>
Total	3,575,958

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**Sewer CIP with 10% Grant Funding (2013 \$)**

Total Sewer CIP	\$3,575,958
Less 10% Grant Funding	<u>(357,596)</u>
Total OPUD Funding Requirement	3,218,362

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**Sewer CIP with 80% Grant Funding for Lift Station 1 Inundation Projects (2013 \$)**

Lift Station 1, Storm Water Inundation	2,153,938
Less 80% Grant Funding	<u>(1,723,150)</u>
Net Funding Requirement	430,788
Other Sewer CIP Projects	<u>1,422,020</u>
Total OPUD Funding Requirement	1,852,808

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Table 3  
Olivehurst Public Utility District - Sewer Rate Study 2014  
Historical Sewer Revenues

	Actuals			Revised Budget
	2010/11	2011/12	2012/13	2013/14
<b>REVENUES</b>				
Sales - Residential & Business	\$2,185,815	\$2,317,694	\$2,410,311	\$2,375,000
Annual ADA (Schools)	46,191	39,517	41,978	53,295
Reserve for Doubtful Accounts	0	0	0	(7,500)
Inspection Revenue	38	2,500	0	2,500
Sewer Lateral Revenue	0	0	(4,866)	200
Admin. Revenue	0	262	89	0
Service Charges/Fees	44,325	43,631	0	45,000
Plan Check Fee Revenue	25	0	45,851	825
Miscellaneous Revenue	<u>0</u>	<u>1,498</u>	<u>655</u>	<u>0</u>
<b>Subtotal Operating Revenue</b>	<b>2,276,394</b>	<b>2,405,103</b>	<b>2,494,018</b>	<b>2,469,320</b>
<b>Adjustments</b>				
Carryover from Prior Year				200,000
Transfer Out: Safety Officer				(4,193)
Reserve: Capital Facilities				(100,000)
Reserve: Lateral Repair & Replacement				(10,000)
Reserve: Raising Iron				<u>(7,500)</u>
<b>Subtotal Adjustments</b>				<b>78,307</b>
<b>TOTAL OPERATING REVENUES</b>	<b>2,276,394</b>	<b>2,405,103</b>	<b>2,494,018</b>	<b>2,547,627</b>

Sources: Wastewater Department - Budget to Actual Data; Excludes Depreciation  
Revised Wastewater Department Budget for 2013/14 Dated 12/19/13

**Table 4**  
**Olivehurst Public Utility District - Sewer Rate Study 2014**  
**Historical Sewer Expenditures**

	Actuals			Revised Budget
	2010/11	2011/12	2012/13	2013/14
<b>EXPENDITURES</b>				
Salaries	317,179	376,950	410,502	435,000
Overtime/Comp Time	0	6,603	6,945	12,000
Accrued Compensated Absences	45,119	0	0	7,000
Payroll Taxes	26,827	28,903	31,206	34,196
Employee Benefits - Ret/Med	100,539	109,230	147,266	155,000
Employee Costs	0	0	648	1,250
Admin. Overhead Alloc. - Salary	204,136	272,666	202,986	358,206
Admin. Overhead Alloc. - Office	82,473	78,753	46,655	0
Operating Supplies & Repairs	55,997	47,798	35,273	43,200
Operating Supplies & Repairs - Collection	24,080	11,180	24,024	30,000
Licenses and Permits	16,189	20,107	25,357	38,156
Office Supplies	3,012	1,796	2,824	4,000
Gas and Oil	14,533	6,714	13,597	16,650
Gas and Oil - Collection Sys	1,869	10,614	4,558	17,000
Fees & Dues	543	803	544	4,950
Utilities	382,936	420,586	417,591	458,530
Outside Services	30,803	31,788	37,316	45,000
Outside Services - Collection Sys	2,007	9,925	32,810	47,500
Printing - Public/Legal Notices	2,004	1,403	1,012	3,000
Lab Supplies	18,504	15,533	19,740	20,000
Small Tools	1,514	1,987	6,049	6,300
Uniforms	4,065	3,729	3,233	4,500
Training and Education	1,298	2,873	2,719	5,000
Unemployment Insurance	9,640	0	0	2,638
Safety Supplies	7,235	3,410	5,437	7,750
Chemicals	6,833	8,725	7,461	11,000
Chemicals - Collection Sys	1,660	1,372	2,096	3,000
Postage & Shipping	915	15,447	16,745	16,000
Property Tax	0	0	0	0
Direct Assessments	0	1,898	2,000	2,000
Pumps, Motors and Equipment	15,596	20,885	29,789	35,000
Pumps, Motors and Equipment - Collecti	20,187	18,582	12,439	23,500
Bio-Solids Disposal	0	6,303	15,386	15,500
Fines and Penalties	0	0	6,000	0
Lab Testing Services	34,914	56,496	41,595	64,224
General Insurance	39,491	33,761	37,219	37,449
Workers' Compensation Insurance	22,476	33,899	25,493	42,000
Transportation and Travel	0	0	20	500
Computer Services	1,197	6,736	7,630	13,000
Legal Fees	17,262	8,463	17,294	20,000
Admin Expense - Sewer Cap Fees	0	0	1,025	0
Admin Expense - Sewer Coll Cap Fees	0	0	1,400	0
Security Expense	300	300	523	1,000
Capital Outlay	57,673	80,530	174,342	210,000
Vehicle Purchase	0	0	0	25,000
Rents and Leases	683	3,250	1,665	3,000
Building Improvements	724	1,147	3,787	4,500
Auto and Other Exp.	7,337	4,873	6,528	8,300
Cash Short / Over	99	(37)	223	250
Miscellaneous	(1,983)	51	51	2,000
Loan from Capacity Fees P & I 05/06	0	0	3,938	0
Loan from Capacity Fees P & I 06/07	0	0	8,769	0
Lateral Repair & Replacement	0	0	3,265	0
Depreciation Expenses	1,145,556	1,145,556	0	200,000
Contingency Expense	0	0	0	53,578
<b>Total Expenditures</b>	<b>2,723,422</b>	<b>2,911,592</b>	<b>1,904,974</b>	<b>2,547,627</b>
<b>Revenues Less Expenses</b>	<b>(447,028)</b>	<b>(506,489)</b>	<b>589,044</b>	<b>0</b>

Sources: Wastewater Department - Budget to Actual Data; Excludes Depreciation  
Revised Wastewater Department Budget for 2013/14 (Dated 12/19/13)  
Excludes Interfund Transfers Within Wastewater Enterprise

Table 5  
Olivehurst Public Utility District - Sewer Rate Study 2014  
Sewer Capital Outlay

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Capital Outlay	45,327	0	0	0	0	0	0	0	0
Equipment	0	0	0	0	65,226	0	46,000	0	0
Vehicle Replacement	23,756	18,000	0	45,000	0	0	25,000	0	0
Plant Sensors	0	0	123,688	0	20,500	0	0	0	0
Pumps, Motors and Equipment	23,840	0	332,000	45,000	0	0	32,000	0	0
Filter Panels	53,000	0	0	140,000	0	0	0	0	140,000
UV Lights	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Lab Equipment	0	17,369	3,299	9,679	4,479	11,789	7,699	10,859	3,299
Lift Station Pumps	16,426	307,000	39,500	2,600	114,000	29,600	0	44,400	7,500
Vac-Con Replacement	0	0	0	0	230,000	0	0	0	0
Lateral Repair & Replacement	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Raising Iron	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>	<u>3,500</u>
Total	189,349	369,369	525,487	269,279	461,205	68,389	137,699	82,259	177,799
Cumulative Total	189,349	558,718	1,084,205	1,353,484	1,814,689	1,883,078	2,020,777	2,103,036	2,280,835
<b>Average Annual Funding Requirement</b>									<b>253,426</b>

Source: OPUD Capital Budget - Wastewater Department

Table 6  
Olivehurst Public Utility District - Sewer Rate Study 2014  
Sewer Cash Flow Assumptions

<b>FUND RESERVES</b>	
1	Beginning operating fund reserves based on unaudited estimates and exclude restricted capacity fee reserves.
<b>REVENUES</b>	
1	Sewer Service Charge Revenues based on 2013/14 budget plus adjustments for future rate increases effective January 1 each year.
2	For financial planning purposes, cash flows assume no growth.
3	Interest earnings based on beginning fund balance x projected interest rate shown each year.
4	Projections developed under three scenarios including a) 10% grant funding for Sewer CIP projects with no debt financing, b) no grant funding but \$2 million of debt financing for Sewer CIP projects, and c) US-EDA grant funding for 80% of Lift Station 1 Project Costs.
<b>EXPENSES</b>	
1	Operating Expenses based on 2013/14 adjusted budget and escalate at the annual rate of 4% to account for cost inflation.
2	Salaries & Benefits include costs for the sewer utility's share of an accounting specialist (40.18% of \$82,000 = \$33,000 per year) starting January 1, 2015.
3	Capital Outlay expenses projected at \$200,000 in 2014/15, \$250,000 in 2016/17, and escalate at the annual rate of 4% thereafter (based on OPUD average annual capital outlay funding estimates). Capital Outlay includes average annual expenses for repair or replacement of equipment, vehicles, pumps, UV lights, filter panels, and other ongoing expenses. These costs are related to the ongoing provision of service and are accounted for as operating and maintenance expenses.
4	Operating contingency funding included at \$25,000 per year, which equates to about 1% of projected 2014/15 operating expenses, plus future cost inflation.
5	Assumes full funding of Capital Improvement Plan projects over next 7.5 years.
6	Capital Repairs & Replacements funding is phased in as shown on the table; goal is to gradually provide an adequate funding stream to enable OPUD to fund repairs, replacements, and rehabilitation of aging infrastructure. Near-term rate increases do not adequately address these funding needs.
<b>MINIMUM FUND RESERVE TARGET</b>	
1	Minimum Fund Reserve Target recommended at 25%, or roughly 3 months, of operating costs plus \$500,000 for emergency capital reserves.

Table 7A

10% Sewer CIP Grants &amp; No Debt

Olivehurst Public Utility District - Sewer Rate Study 2014  
Sewer Cash Flow Projections

	Revised Budget			Projected								
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23		
Effective Date of Rate Adjustment		Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1		
Sewer Rate per EDU	\$31.00	\$34.00	\$37.00	\$40.00	\$43.00	\$45.00	\$47.00	\$48.00	\$48.00	\$48.00		
Projected Billing EDUs	-	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500		
Cost Escalation	-	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%		
Interest Earnings Rate	0.3%	0.5%	0.75%	1.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%		
<b>Beginning Fund Balance (unaudited)</b>	<b>\$2,657,000</b>	<b>\$2,817,000</b>	<b>\$2,782,000</b>	<b>\$2,810,000</b>	<b>\$2,814,000</b>	<b>\$2,826,000</b>	<b>\$2,826,000</b>	<b>\$2,820,000</b>	<b>\$2,820,000</b>	<b>\$2,814,000</b>	<b>\$2,825,000</b>	<b>\$2,825,000</b>
<b>REVENUES</b>												
Sewer Service Charges	2,452,000	2,535,000	2,769,000	3,003,000	3,237,000	3,432,000	3,588,000	3,705,000	3,744,000	3,744,000	3,744,000	3,744,000
Other Revenue/Delinquencies/Misc	48,000	49,000	50,000	51,000	52,000	53,000	54,000	55,000	56,000	56,000	57,000	57,000
Interest Earnings	8,000	14,000	21,000	28,000	56,000	57,000	57,000	56,000	56,000	56,000	57,000	57,000
<b>Total Revenues</b>	<b>2,508,000</b>	<b>2,598,000</b>	<b>2,840,000</b>	<b>3,082,000</b>	<b>3,345,000</b>	<b>3,542,000</b>	<b>3,699,000</b>	<b>3,816,000</b>	<b>3,856,000</b>	<b>3,856,000</b>	<b>3,858,000</b>	<b>3,858,000</b>
<b>EXPENSES</b>												
<b>Operating &amp; Maintenance</b>												
Salaries & Benefits	644,000	687,000	731,000	760,000	790,000	822,000	855,000	889,000	925,000	925,000	962,000	962,000
Administration Overhead Allocation	358,000	372,000	387,000	402,000	418,000	435,000	452,000	470,000	489,000	489,000	509,000	509,000
Utilities	459,000	477,000	496,000	516,000	537,000	558,000	580,000	603,000	627,000	627,000	652,000	652,000
Other Operating Expenses	598,000	622,000	647,000	673,000	700,000	728,000	757,000	787,000	818,000	818,000	851,000	851,000
Capital Outlay & Vehicles	235,000	200,000	225,000	250,000	260,000	270,000	281,000	292,000	304,000	304,000	316,000	316,000
Contingency	54,000	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	32,000	33,000	33,000
<b>Subtotal Operating Expenses</b>	<b>2,348,000</b>	<b>2,383,000</b>	<b>2,512,000</b>	<b>2,628,000</b>	<b>2,733,000</b>	<b>2,842,000</b>	<b>2,955,000</b>	<b>3,072,000</b>	<b>3,195,000</b>	<b>3,195,000</b>	<b>3,323,000</b>	<b>3,323,000</b>
<b>Non-Operating</b>												
Sewer CIP Projects (7.5 years with cost inflation)	0	250,000	300,000	400,000	500,000	600,000	600,000	600,000	600,000	400,000	0	0
Repairs & Replacements	0	0	0	50,000	100,000	100,000	150,000	150,000	250,000	500,000	500,000	500,000
<b>Subtotal Non-Operating Expenses</b>	<b>0</b>	<b>250,000</b>	<b>300,000</b>	<b>450,000</b>	<b>600,000</b>	<b>700,000</b>	<b>750,000</b>	<b>750,000</b>	<b>650,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>
<b>Total Expenses</b>	<b>2,348,000</b>	<b>2,633,000</b>	<b>2,812,000</b>	<b>3,078,000</b>	<b>3,333,000</b>	<b>3,542,000</b>	<b>3,705,000</b>	<b>3,822,000</b>	<b>3,845,000</b>	<b>3,823,000</b>	<b>3,823,000</b>	<b>3,823,000</b>
<b>Revenues Less Expenses</b>	<b>160,000</b>	<b>(35,000)</b>	<b>28,000</b>	<b>4,000</b>	<b>12,000</b>	<b>0</b>	<b>(6,000)</b>	<b>(6,000)</b>	<b>11,000</b>	<b>35,000</b>	<b>35,000</b>	<b>35,000</b>
<b>Ending Fund Balance</b>	<b>2,817,000</b>	<b>2,782,000</b>	<b>2,810,000</b>	<b>2,814,000</b>	<b>2,826,000</b>	<b>2,826,000</b>	<b>2,820,000</b>	<b>2,814,000</b>	<b>2,825,000</b>	<b>2,860,000</b>	<b>2,860,000</b>	<b>2,860,000</b>
<b>Fund Reserve Targets</b>												
Min: 25% O&M + \$500K Emergency Capital	1,087,000	1,096,000	1,128,000	1,157,000	1,183,000	1,211,000	1,239,000	1,266,000	1,299,000	1,331,000	1,331,000	1,331,000
Max: 100% O&M + \$2M Emergency Capital	4,348,000	4,383,000	4,512,000	4,628,000	4,733,000	4,842,000	4,955,000	5,072,000	5,195,000	5,323,000	5,323,000	5,323,000

Table 8A  
Olivehurst Public Utility District - Sewer Rate Study 2014  
Projected Sewer Rates

10% Sewer CIP Grants & No Debt

	Current	Projected		
	Jan-1 2012	Jan-1 2013	Jan-1 2014	Jan-1 2015
Residential (per dwelling unit)	\$31.00	\$34.00	\$37.00	\$40.00
Commercial (per EDU) <sup>1</sup>	31.00	34.00	37.00	40.00
Schools (per EDU) <sup>2</sup>	31.00	34.00	37.00	40.00

1 Nonresidential accounts are assigned a number of Equivalent Dwelling Units (EDUs) by the District based on estimated sewer flow & strength with a minimum assignment of 1 EDU.

2 Schools are billed based on number of faculty/staff, and average daily attendance (ADA) of students. according to the following formula.

$$\text{EDUs} = (A + B + C) / 300 \text{ gpd} \times D / 30$$

*A = number of faculty and staff x 20 gpd*

*B = ADA for number of elementary/middle school students x 18 gpd*

*C = ADA for number of high school students x 20 gpd*

*D = number of school days in month*

*gpd = gallons per day*

Table 7B

80% Grant Funding for Lift Station 1 Project

## Olivehurst Public Utility District - Sewer Rate Study 2014

## Sewer Cash Flow Projections

	Revised Budget			Projected							
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	
Effective Date of Rate Adjustment		Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	Jan-1	
Sewer Rate per EDU	\$31.00	\$33.50	\$36.00	\$38.00	\$40.00	\$42.00	\$44.00	\$46.00	\$47.00	\$48.00	
Projected Billing EDUs	-	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	
Cost Escalation	-	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Interest Earnings Rate	0.3%	0.5%	0.75%	1.0%	1.5%	2.0%	2.0%	2.0%	2.0%	2.0%	
Beginning Fund Balance (unaudited)	\$2,657,000	\$2,817,000	\$2,797,000	\$2,801,000	\$2,813,000	\$2,830,000	\$2,849,000	\$2,850,000	\$2,879,000	\$2,958,000	
REVENUES											
Sewer Service Charges	2,452,000	2,516,000	2,711,000	2,886,000	3,042,000	3,198,000	3,354,000	3,510,000	3,627,000	3,705,000	
Other Revenue/Delinquencies/Misc	48,000	49,000	50,000	51,000	52,000	53,000	54,000	55,000	56,000	57,000	
Interest Earnings	8,000	14,000	21,000	28,000	42,000	57,000	57,000	57,000	58,000	59,000	
Subtotal Revenues	2,508,000	2,579,000	2,782,000	2,965,000	3,136,000	3,308,000	3,465,000	3,622,000	3,741,000	3,821,000	
US-EDA Grant, 80% of Lift Station 1 Project	0	864,000	864,000	0	0	0	0	0	0	0	
Total Revenues	2,508,000	3,443,000	3,646,000	2,965,000	3,136,000	3,308,000	3,465,000	3,622,000	3,741,000	3,821,000	
EXPENSES											
Operating & Maintenance											
Salaries & Benefits	644,000	687,000	731,000	760,000	790,000	822,000	855,000	889,000	925,000	962,000	
Administration Overhead Allocation	358,000	372,000	387,000	402,000	418,000	435,000	452,000	470,000	489,000	509,000	
Utilities	459,000	477,000	496,000	516,000	537,000	558,000	580,000	603,000	627,000	652,000	
Other Operating Expenses	598,000	622,000	647,000	673,000	700,000	728,000	757,000	787,000	818,000	851,000	
Capital Outlay	235,000	200,000	225,000	250,000	260,000	270,000	281,000	292,000	304,000	316,000	
Contingency	54,000	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000	
Subtotal Operating Expenses	2,348,000	2,383,000	2,512,000	2,628,000	2,733,000	2,842,000	2,955,000	3,072,000	3,195,000	3,323,000	
Non-Operating											
Lift Station 1 Project	0	1,080,000	1,080,000	0	0	0	0	0	0	0	
Other Sewer CIP Projects (7.5 years w/ inflation)	0	0	50,000	275,000	286,000	297,000	309,000	321,000	167,000	0	
Infrastructure Repairs & Replacements	0	0	0	50,000	100,000	150,000	200,000	200,000	300,000	500,000	
Subtotal Non-Operating Expenses	0	1,080,000	1,130,000	325,000	386,000	447,000	509,000	521,000	467,000	500,000	
Total Expenses	2,348,000	3,463,000	3,642,000	2,953,000	3,119,000	3,289,000	3,464,000	3,593,000	3,662,000	3,823,000	
Revenues Less Expenses	160,000	(20,000)	4,000	12,000	17,000	19,000	1,000	29,000	79,000	(2,000)	
Ending Fund Balance	2,817,000	2,797,000	2,801,000	2,813,000	2,830,000	2,849,000	2,850,000	2,879,000	2,958,000	2,956,000	
Min Fund Rsvr Target: 25% O&M + \$500K	1,587,000	1,596,000	1,628,000	1,657,000	1,683,000	1,711,000	1,739,000	1,768,000	1,799,000	1,831,000	



Table 8B  
Olivehurst Public Utility District - Sewer Rate Study 2014  
Projected Sewer Rates

80% Grant Funding for Lift Station 1

	Current	Projected		
	Jan-1 2012	Jan-1 2015	Jan-1 2016	Jan-1 2017
Residential (per dwelling unit)	\$31.00	\$33.50	\$36.00	\$38.00
Commercial (per EDU) <sup>1</sup>	31.00	33.50	36.00	38.00
Schools (per EDU) <sup>2</sup>	31.00	33.50	36.00	38.00

1 Nonresidential accounts are assigned a number of Equivalent Dwelling Units (EDUs) by the District based on estimated sewer flow & strength with a minimum assignment of 1 EDU.

2 Schools are billed based on number of faculty/staff, and average daily attendance (ADA) of students. according to the following formula.

$$\text{EDUs} = (A + B + C) / 300 \text{ gpd} \times D / 30$$

*A = number of faculty and staff x 20 gpd*

*B = ADA for number of elementary/middle school students x 18 gpd*

*C = ADA for number of high school students x 20 gpd*

*D = number of school days in month*

*gpd = gallons per day*

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*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



BUILDING  
749-5440 • 1 409-14

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HOUSING AND COMMUNITY SERVICES  
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PUBLIC WORKS • SURVEYOR  
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION  
749-5430 • Fax 749-5434

**DATE:** September 9, 2014

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
John Jacenich, Code Enforcement Officer

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 1646 Second Avenue, Olivehurst, 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 September 11, 2013, property owner Mohammad A. Khan was served with a Notice and Order to Abate Public Nuisance ordering him to correct or remove code violations consisting of marijuana cultivation in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.

Mohammad A. Khan did not request a hearing to show cause why the use of his property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did he correct or remove the violations as ordered. On September 17, 2013, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected. The demand for payment sent to Mohammad A. Khan remains unpaid, the total due now being \$12,789.84. Please refer to Attachment A for the Cost Accounting.

Mohammad A. Khan has 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.

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.	MMJ13-0049
	)		
Plaintiff,	)	RE:	1646 Second Avenue
	)		Olivehurst, CA
vs.	)		
	)	APN:	013-451-060
Mohammad A. Khan	)		
	)		
	)		
Defendant.	)		

FINDINGS OF FACT  
CONCLUSIONS OF LAW  
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 013-451-060 is located at 1646 Second Avenue, Olivehurst, CA 95961, and is owned by Mohammad A. Khan.
2. On September 11, 2013, property owner Mohammad A. Khan was served with a Notice and Order to Abate Public Nuisance ordering him to correct or remove code violations consisting of marijuana cultivation in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.
3. Mohammad A. Khan did not request a hearing to show cause why the use of his property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did he abate the violations as ordered.
4. On September 17, 2013, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected.
5. The property owner Mohammad A. Khan was served with written notice of this hearing.
6. A Hearing was held on September 9, 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 owner, Mohammad A. Khan was ( ) was not ( ) present.

7. The administrative and abatement costs and penalties incurred total: \$12,789.84.

#### CONCLUSIONS OF LAW

1. Mohammad A. Khan was properly notified to appear before the Board of Supervisors on September 9, 2014 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 1646 Second Avenue, Olivehurst, CA, APN 013-451-060, 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 013-451-060 were properly incurred in the amount of \$12,789.84 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 \$12,789.84 shall be an assessment against the property located at 1646 Second Avenue, Olivehurst, CA, APN 013-451-060.
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 90<sup>th</sup> 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 30<sup>th</sup> 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 9th day of September 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

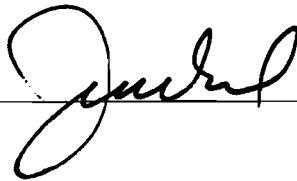
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Chairperson of the Board of Supervisors  
County of Yuba, State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

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APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



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# YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: September 9, 2014

Case #: MMJ13-0049

APN: 013-451-060

Owner: Mohommad A. Khan

Situs: 1646 Second Avenue, Olivehurst CA 95961

Date	Reason for Charge	Hours	Total
9/17/2013	Reinspection	.50	\$ 69.00
10/2/2013	Prepared Demand for Payment & Cover Letter	.50	69.00
	<b>Total Staff Hours Billed at \$105.00 per Hour</b>	<b>1.0</b>	<b>\$ 138.00</b>
10/1/2013	Unpaid Billing Statement # 555		1,593.90
10/1/2013	Administrative Penalties @ \$3,000.00 Per Day; 3 Days		\$9,000.00
9/9/2014	Cost Accounting Hearing, Before Board of Supervisors		1,470.00
9/9/2014	Release of Abatement Lien		147.00
9/9/2014	Notice of Compliance		147.00
9/9/2014	CDSA Processing Fee, Two Documents		147.00
9/9/2014	Recordation Fee, Two Documents		24.00
9/9/2014	CDSA Support Fee (6%)		122.94
		<b>Total</b>	<b>12,789.84</b>



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Mohammad A. Khan  
4911 Olivehurst Avenue  
Olivehurst, CA 95961

### **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 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on September 9, 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 1646 Second Avenue, Olivehurst, APN 013-451-060, 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.

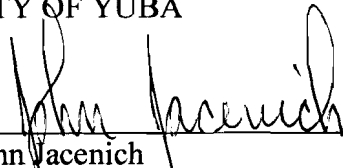
You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: August 22, 2014

Certified Mail # 7013 1090 0000 2901 2377

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY:   
John Vacenich

Attachment B



# County of Yuba Community Development

915 8<sup>th</sup> Street, Suite 123, Marysville, CA 95901

## Environmental Health Division

Phone: (530) 749-5450

Fax: (530) 749-5454

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

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### 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**

<b>7.09.010</b>	<b>Intent</b>
<b>7.09.020</b>	<b>Restricted Use</b>
<b>7.09.030</b>	<b>Graywater Systems-General</b>
<b>7.09.040</b>	<b>Definitions</b>
<b>7.09.050</b>	<b>Permit Required</b>
<b>7.09.060</b>	<b>System Requirements</b>
<b>7.09.070</b>	<b>Drawings and Specifications</b>
<b>7.09.080</b>	<b>Groundwater Depth</b>
<b>7.09.090</b>	<b>Inspection and Testing</b>
<b>7.09.100</b>	<b>Procedure for Estimating Graywater Discharge</b>
<b>7.09.110</b>	<b>Determination of Maximum Absorption Capacity</b>
<b>7.09.120</b>	<b>Required Area of Irrigation or Disposal Field</b>
<b>7.09.130</b>	<b>Tank Construction</b>
<b>7.09.140</b>	<b>Graywater Systems</b>
<b>7.09.150</b>	<b>Irrigation, Disposal Field and Mulch Basin Construction</b>
<b>7.09.160</b>	<b>Mulch Basin</b>
<b>7.09.170</b>	<b>Irrigation Field</b>
<b>7.09.180</b>	<b>Disposal Field</b>
<b>7.09.190</b>	<b>Special Provisions</b>
<b>7.09.200</b>	<b>Indoor Use of Treated Graywater</b>



## **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 Bedroom .....2 occupants
  - Each additional bedroom .....1 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/m<sup>2</sup>) 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 <sup>1</sup>	1	—
Length of each perforated line <sup>1</sup>	—	100 ft. (30,840 mm)
Bottom width of trench <sup>1</sup>	12 in. (305 mm)	24 in. (610 mm)
Spacing of lines, center to center <sup>1</sup>	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 <sup>1</sup>	3 in. (76 mm)	—
Grade of perforated lines	level	3 in./100 ft. (2 mm/m)

<sup>1</sup> 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 <sup>1</sup>	5 (1,524 mm) <sup>2</sup>	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 <sup>3</sup>	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 <sup>3</sup>	50 (15,240 mm)	100 (30,480 mm) <sup>4,5</sup>	100 (30,480mm) <sup>4</sup>
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) <sup>6</sup>	4 (1,219 mm) <sup>6</sup>
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) <sup>7</sup>	10 (3,048 mm) <sup>7</sup>

<sup>1</sup> 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.

<sup>2</sup> 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).

<sup>3</sup> Where special hazards are involved, the distance required shall be increased as directed by the Enforcement Agency (YCEH).

<sup>4</sup> These minimum clear horizontal distances shall also apply between the irrigation or disposal field and the ocean mean higher high tide line.

<sup>5</sup> 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.

<sup>6</sup> 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.

<sup>7</sup> 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 8<sup>th</sup> Street, Suite 123  
 Marysville, California 95901  
[www.co.yuba.ca.us](http://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 90<sup>th</sup> 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 30<sup>th</sup> 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:

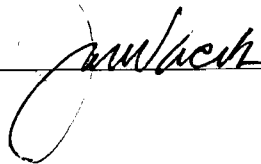
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Chairperson of the Board of Supervisors  
County of Yuba, State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

---

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



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# 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
	<b>Total Staff Hours Billed</b>	<b>6.50</b>	<b>\$ 748.50</b>
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
		<b>Total</b>	<b>23,722.58</b>



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8<sup>th</sup> 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 8<sup>th</sup> 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, Arobgia 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 8<sup>th</sup> 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 8<sup>th</sup> 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, Arobgia 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

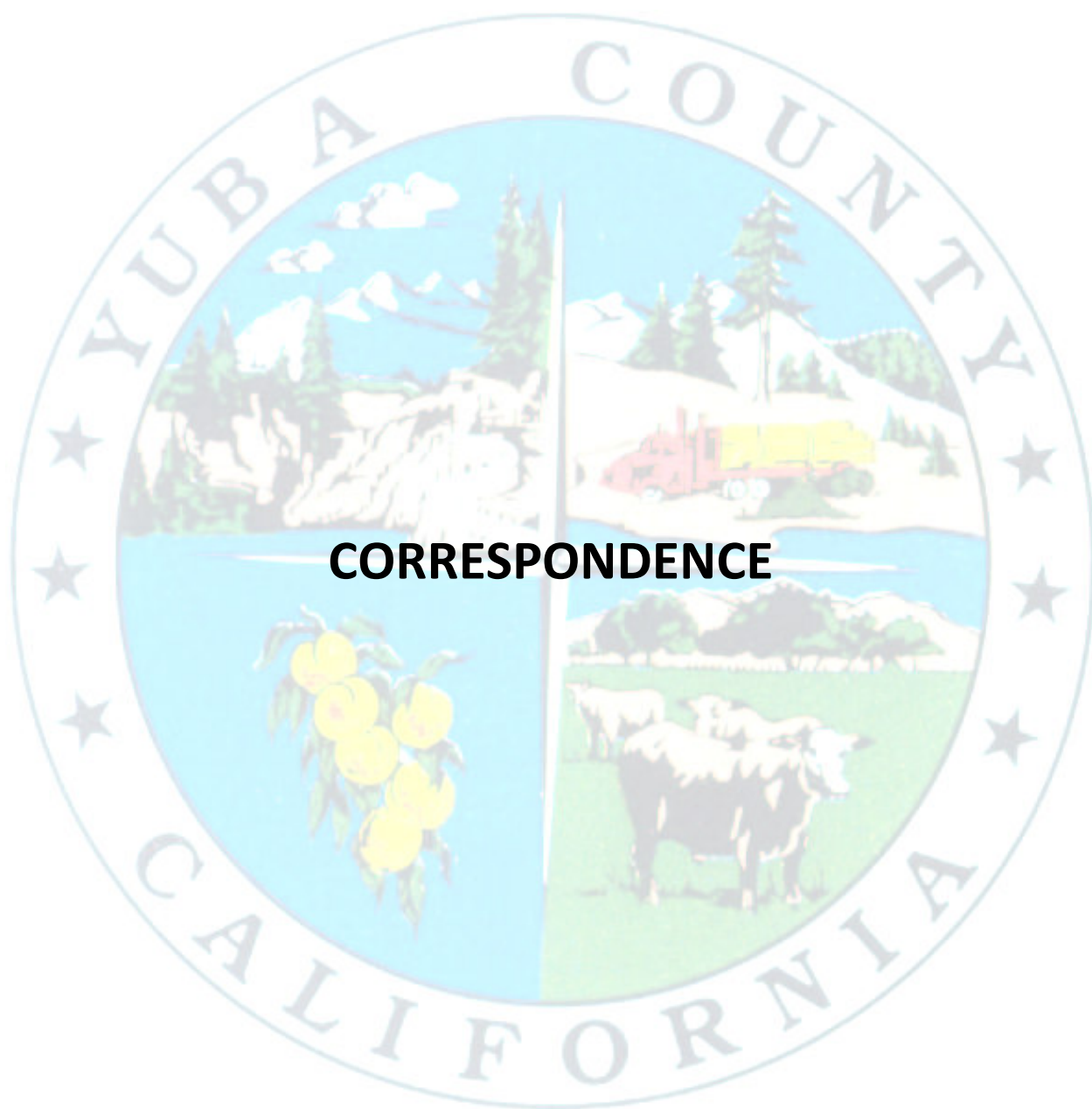
Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY: \_\_\_\_\_

Jeremy Strang

Attachment B





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**Commissioners**  
**Michael Sutton**, President  
 Monterey  
**Jack Baylis**, Vice President  
 Los Angeles  
**Jim Kellogg**, Member  
 Discovery Bay  
**Richard Rogers**, Member  
 Santa Barbara  
**Jacque Hostler-Carmesin**, Member  
 McKinleyville

STATE OF CALIFORNIA  
 Edmund G. Brown Jr., Governor

## Fish and Game Commission



**Sonke Mastrup**, Executive Director  
 1416 Ninth Street, Room 1320  
 Sacramento, CA 95814  
 (916) 653-4899  
 (916) 653-5040 Fax  
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AUG 22 2014

Clerk/Board of Supervisors

August 20, 2014

### TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 1.91, 27.20, 27.25, 27.30, 27.35, 27.40, 27.45, 27.50, 27.51, 27.65, 28.26, 28.27, 28.28, 28.29, 28.48, 28.49, 28.54, 28.55, 28.56, 28.58 and 28.90, Title 14, California Code of Regulations, relating to recreational fishing regulations for federal groundfish and associated species for consistency with federal rules for 2015 and 2016, which will be published in the California Regulatory Notice Register on August 22, 2014.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

**Dr. Craig Shuman, Manager, Marine Region, Department of Fish and Wildlife, telephone number (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

Sherrie Fonbuena  
 Associate Governmental Program Analyst

Attachment

## **TITLE 14. Fish and Game Commission**

### **Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 215, 220, 702, 5508, 5509, 7071 and 8587.1, of the Fish and Game Code and to implement, interpret or make specific sections 200, 202, 205, 215, 220, 240, 1802, 5508, 5509, 7071 and 8585.5 of the Fish and Game Code; Title 50, Code of Federal Regulations, Part 660, Subpart G; and Section 27.20, Title 14, California Code of Regulations (CCR), proposes to amend sections 1.91, 27.20, 27.25, 27.30, 27.35, 27.40, 27.45, 27.50, 27.51, 27.65, 28.26, 28.27, 28.28, 28.29, 28.48, 28.49, 28.54, 28.55, 28.56, 28.58 and 28.90, Title 14, CCR, relating to recreational fishing regulations for federal groundfish and associated species for consistency with federal rules for 2015 and 2016.

#### **Informative Digest/Policy Statement Overview**

Biennially, the Pacific Fishery Management Council (PFMC) reviews the status of west coast groundfish populations. As part of that process, it recommends groundfish fisheries regulations aimed at meeting biological and fishery allocation goals specified in law or established in the Pacific Coast Groundfish Fishery Management Plan (FMP). These recommendations coordinate west coast management of recreational and commercial groundfish fisheries in the federal fishery management zone (3 to 200 miles offshore) off Washington, Oregon and California. These recommendations are subsequently implemented as federal fishing regulations by the National Marine Fisheries Service (NMFS).

For consistency, the Commission routinely adopts regulations to bring State law into conformance with federal law for groundfish and other federally-managed species.

#### **Summary of Proposed Amendments**

The Department of Fish and Wildlife is proposing the following regulatory changes to be consistent with PFMC recommendations for federal groundfish regulations in 2015 and 2016. This approach will allow the Commission to adopt State recreational groundfish regulations to timely conform to those taking effect in federal ocean waters in January 2015.

The proposed regulatory changes extend the season length in the Mendocino, San Francisco, and Central Management Areas and increase the allowable depth in the Southern Management Area.

The proposed regulations increase the bag limit for lingcod from two to three fish.

The scientific name for soupfin shark is proposed to be changed to the correct name of *Galeorhinus galeus*.

The proposed regulatory changes would also re-define the species included in "skates" and "other fish" species groups to reflect additions to the FMP. The references to rattail are also proposed to change to the correct name of grenadier.

The references to Drake's Estero Bay are proposed to change to the correct name of Drake's Bay.

Subsection 27.35(b)(3) relating to the Cordell Bank Closure Area is proposed to be repealed.



Other changes are proposed to correct spelling errors and to simplify and clarify regulations.

The benefits of the proposed regulations are consistency with federal law, sustainable management of groundfish resources, protection for groundfish stocks that are overfished and rebuilding, and promotion of businesses that rely on recreational groundfish fishing.

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. The Legislature has delegated authority to the Commission to adopt sport fishing regulations (Fish and Game Code, sections 200, 202 and 205). The proposed regulations are consistent with regulations for sport fishing in marine protected areas (Section 632, Title 14, CCR), with Nearshore Fishery Management Plan regulations (Sections 52.00 through 52.10, Title 14, CCR) and with general sport fishing regulations in Chapters 1 and 4 of Subdivision 1 of Division 1, Title 14, CCR. Commission staff has searched the California Code of Regulations and has found no other State regulations related to the recreational take of groundfish.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Mount Shasta Hatchery Museum, 1 North Old Stage Road, Mount Shasta, California, on Wednesday, October 8, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Airtel Plaza Hotel, 7277 Valjean Avenue, Van Nuys, California, on Wednesday, December 3, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard.

It is requested, but not required, that written comments be submitted on or before November 20, 2014, at the address given below, or by fax at (916) 653-5040, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). **Written comments mailed, faxed or emailed to the Commission office, must be received before 12:00 noon on November 26, 2014.** All comments must be received no later than December 3, 2014, at the hearing in Van Nuys, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Craig Shuman, Regional Manager of the Marine Region, Department of Fish and Wildlife, phone (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

#### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption.

Circumstances beyond the control of the Commission (e.g., timing of federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

### **Impact of Regulatory Action/Results of the Economic Impact Analysis**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The Commission anticipates increased opportunities for the recreational groundfish fishery in 2015-2016 compared to 2014.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any significant impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. Participation in sport fisheries opportunities fosters conservation through education and appreciation of California's wildlife.

The Commission does not anticipate any benefits to worker safety.

The Commission anticipates benefits to the environment by the sustainable management of California's sport fishing resources.

- (c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

#### Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

#### Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: August 12, 2014

Sonke Mastrup  
Executive Director

**Commissioners**  
**Michael Sutton**, President  
Monterey

**Jack Baylis**, Vice President  
Los Angeles

**Jim Kellogg**, Member  
Discovery Bay

**Richard Rogers**, Member  
Santa Barbara

**Jacque Hostler-Carmesin**, Member  
McKinleyville

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

## Fish and Game Commission



**Sonke Mastrup**, Executive Director  
1416 Ninth Street, Room 1320  
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AUG 22 2014

Clerk/Board of Supervisors

August 20, 2014

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending sections 1.45, 2.09, 4.05, 5.00, 5.80, 7.50, 8.00 and 27.90, Title 14, California Code of Regulations, relating to the proposed 2015 Sport Fishing regulations, which are published in the California Regulatory Notice Register on August 22, 2014.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov).

**Karen Mitchell**, Senior Environmental Scientist, Fisheries Branch, phone (916) 445-0826, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom  
Associate Governmental Program Analyst

Attachment

## **TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 215, 220, 240, 315 and 316.5; reference sections 200, 205, 206, 215, 220 and 316.5, Fish and Game Code; proposes to Amend Sections 1.45, 2.09, 4.05, 5.00, 5.80, Subsections 7.50(b)(8), (b)(23), (b)(29), (b)(35.5), (b)(45), (b)(50.8), (b)(63), (b)(82), (b)(97), (b)(99), (b)(104), (b)(107), (b)(130), (b)(133), (b)(135), (b)(136), (b)(141), (b)(168), (b)(169), (b)(173), (b)(178), (b)(180), (b)(183), (b)(193), (b)(195.1), (b)(201), and (b)(203.5), Subsection 8.00(a), and Section 27.90, Title 14, California Code of Regulations (CCR), relating to Sport Fish Regulations for the 2015 season.

### **Informative Digest/Policy Statement Overview**

This Department proposal combines Department and public requests for Title 14, California Code of Regulations (CCR) changes for the 2014 Sport Fishing Review Cycle. This proposal will revise regulations on filleting of salmonids, extend low-flow restriction periods due to ongoing drought conditions, increase fishing opportunities for bass and other warm water species, minimize potential take of adult steelhead and native Paiute cutthroat trout, and make clarifications to other regulatory sections to reduce public confusion and improve regulatory enforcement.

The Department is proposing the following changes to current regulations

#### **Filleting of Salmonids in Inland Waters**

In 2013, the Department imposed a filleting requirement for all salmonids taken in inland waters. The regulation requires that all salmon and steelhead taken in inland waters where a sport fishing license is required, must be kept in such a condition that species and size can be determined until placed at the angler's permanent residence, a commercial preservation facility or being prepared for immediate consumption. The purpose of this regulation is to protect federally and state-listed salmonids by giving the Department the ability to determine the origin (wild or hatchery), the species (Coho, Chinook or steelhead), and the size (jack or adult) of salmon and steelhead taken, possessed and transported.

The fillet rule is enforced statewide in anadromous waters for all designated angling seasons. Along the California Coast, there are two salmon species (Coho and Chinook) that have overlapping run timings. Chinook salmon can be harvested but Coho salmon are protected and are illegal to harvest. Because of their run timing overlap, the enforcement of the fillet rule is necessary to minimize illegal harvest of Coho salmon.

In the Central Valley there are four runs of Chinook salmon: winter, spring, fall and late-fall, however Coho salmon are not present. Winter and spring-run Chinook salmon are illegal to harvest and are protected through seasonal angling closures on the Sacramento River and its tributaries. Because there is no overlap of protected Chinook runs during the open harvest season (July-December), the fillet rule is not critical for the enforcement of illegal harvest.

Prior to the fillet rule, a large portion of anglers in the Central Valley would fillet their salmon prior to departure from the river for ease of transport and disposal of carcasses. Since the establishment of the rule, many anglers have expressed their disappointment and have asked the Department to provide a compromise to the rule. Based on these reasons, the Department is proposing an exception in the Central Valley to the current fillet rule to allow anglers to fillet their Chinook salmon on site during the Chinook salmon angling season. The exception would

allow the filleting of Chinook salmon from July through December on the Sacramento, American and Feather rivers.

In addition, the Department is adding the definition of a Commercial Preservation Facility to the regulation. The definition encompasses licensed fishing guides which will allow licensed guides to legally fillet salmon and steelhead for their clients.

#### **Modify Dip Net Size Restriction for Landing Nets**

Current regulatory language in Section 2.09, Possession of Illegal Gear, restricts the size of landing-type dip nets to 36 inches in greatest dimension. As worded, this regulation restricts the dip net opening and net bag length/depth to 36 inches. This restriction is a hindrance to freshwater anglers trying to land large species such as salmon, striped bass, and sturgeon. The intent of the 36-inch size restriction is to limit the harvest of bait fish. Therefore, the Department is proposing to amend the regulation to allow standard landing-type dip nets to be up to 36 inches in diameter across the net opening and up to 60 inches in net length/depth.

#### **Add Dip Net Size Restriction for Bait Fish**

To reduce public confusion and enforcement issues, the Department proposes to amend Section 4.05, Bait Fish Capture Methods, to clarify that dip nets, in addition to traps, may not be over 36 inches in greatest dimension.

#### **Black Bass - Lake Castaic**

The current regulation for black bass at Lake Castaic is outdated, and was enacted to protect a "trophy" black bass fishery. Lake Castaic has limiting factors that are not conducive to maintaining a large population of "trophy" black bass. Habitat for juvenile bass and sunfish is limited as shorelines are generally steep in both arms and contain a few small coves. Within these coves aquatic vegetation is lacking due to water level fluctuations. There is also a large healthy population of striped bass. The proposal is to amend the black bass regulation at Lake Castaic from 2 fish at 18 inches to 5 fish at 15 inches. This proposed amendment is the same or similar to other state waters; including but not limited to Lake Hodges, Diamond Valley, Lake Perris and Isabella Lake.

#### **Black Bass - El Capitan Reservoir**

The current regulation for black bass at El Capitan reservoir is outdated. There is a healthy population of black bass within the reservoir, and virtually no harvest for consumption. The Department proposes to amend the black bass regulation at El Capitan Reservoir from 5 fish at 15 inches to 5 fish at 12 inches; changing the lake to the statewide minimum for black bass.

#### **White Sturgeon - Method of Take**

Sections 5.80(d) and 27.90(d) are currently written using the word, "landing." "Landing" is not defined in the Fish and Game Code. This creates confusion amongst anglers as to what the regulation means by "landing." It also has the potential to create a legal challenge by defendants during the prosecution of an arrest. The proposal is to replace "landing" with "take" which is defined in Title 14, Section 1.80.

#### **White Sturgeon - Angling Boundary**

Section 5.80(i) is currently written in conflict with Section 5.80(i)(1)(A) through (C). This conflict creates confusion amongst anglers as to whether or not it is legal to fish for sturgeon on the eastern bank of the Sacramento River in Butte County. This also has the potential to create a legal challenge by defendants during the prosecution of an arrest.

Under the current regulation of Section 5.80(i)(1)(A) through (C) it is unlawful take any sturgeon,

use wire leaders, or use lamprey or shrimp as bait, between Keswick Dam and the Highway 162 Bridge. The Sacramento River flows through Shasta, Tehama, Glenn and Butte counties, between these two landmarks. Section 5.80(i) states the closure is from January 1 to December 31 in Shasta, Tehama and Glenn counties. Butte County has been unintentionally omitted from the regulation.

### **Big Sur River**

Under current regulations, the harvest of hatchery trout and steelhead is allowed on the Big Sur River and tributaries above the upstream end of the gorge pool at the boundary of Pfeiffer Big Sur State Park with the Ventana Wilderness Area. However, this section of the Big Sur River is above a fish barrier and not reachable by anadromous salmonids. Therefore, the Department is proposing to remove the current regulatory language authorizing the harvest of hatchery trout and steelhead and return this section of the Big Sur River to catch and release angling. In addition, this proposal will remove the reference to Section 8.00, Low-Flow Restrictions, from Section (b)(23) as neither subsection of the Big Sur River, (b)(23)(A) or (b)(23)(b), is subject to low flow closures as defined in Section 8.00(c).

### **Calleguas Creek**

The Southern California Steelhead DPS was listed as endangered under the Federal ESA in 1997. The DPS includes all naturally spawned anadromous *Oncorhynchus mykiss* (steelhead) populations below natural and manmade impassable barriers in streams from the Santa Maria River, Santa Barbara County, California, (inclusive) to the U.S.-Mexico Border.

Despite the location of Calleguas Creek near the center of this endangered DPS, only a single dead adult steelhead trout was collected in Conejo Creek (Calleguas Creek tributary) in April of 2013. The stream is not currently monitored for the presence of steelhead. Very limited steelhead spawning habitat is available in Calleguas Creek and tributaries and all associated creeks are infested with non-native, exotic fish species.

Based on the discovery of the adult steelhead in Conejo Creek, the Department is proposing a seasonal closure for Calleguas Creek and tributaries to minimize the potential take of adult steelhead. Because the creek and its tributaries possess very limited steelhead spawning habitat, and the drainage supports a large non-native fish community, we propose a seasonal closure as opposed to a complete closure to protect adult steelhead, while maintaining opportunities for recreational angling.

The current regulations allow year-round angling on Calleguas Creek and tributaries. There is a 5 fish daily bag/possession limit for trout. The regulation change will be consistent with similar drainages within Region 5 with seasonal closures. These streams will be open to angling from the Saturday proceeding Memorial Day through November 30th. Only artificial lures with barbless hooks may be used and the daily bag and possession limit will read: Open to fishing for non-salmonids only. Closed to the take of trout and steelhead.

### **Diaz Lake**

Diaz Lake is located within the boundary of the Inyo County, Southwestern portion regulation. The Inyo County regulation specifically calls attention to the Cottonwood Creek restrictions as they are within its boundary and have different seasons and bag limits. However, it does not call attention to the Diaz Lake regulation even though it has a second season and bag limit that is different from the Inyo County, Southwestern portion regulation. The proposed regulation change will reference the Diaz Lake restrictions in the Inyo County regulations. Additionally, the Department often receives calls as to whether or not Independence Creek, which is part of the

boundary, is included in the regulation. To clarify, the Department proposes adding a statement that Independence Creek is open to fishing.

#### **Las Garzas Creek**

Las Garzas Creek is misspelled as Las Gazas Creek in Title 14 and in the Sport Fishing Regulations Booklet. The proposal is to correct the spelling of the word Garzas.

#### **Navarro River, Noyo River, and Ten Mile River**

The proposed regulation change is to remove "and tributaries" from the Navarro River, Noyo River, and Ten Mile River fishing regulations. Fishing is currently only allowed in the main stems of the Navarro River, Noyo River, Ten Mile River, and North Fork Ten Mile River. The reference to "and tributaries" in the regulations leads to confusion and requests for clarification from the public. The recommended regulation change clearly identifies the main stems of the Navarro River, Noyo River, Ten Mile River, and North Fork Ten Mile River as the sections open to fishing.

#### **Pit River**

The proposed regulation change is for a section of the Pit River within Modoc County running from the Highway 395 bridge/South Fork Pit River crossing downstream to the Highway 299 (Canby) bridge/ Pit River crossing. This proposal would make this section of river open to fishing all year to increase angling opportunities for warm water fish. Currently this section of river is covered under the Sierra District General Regulations for trout, which is open the last Saturday in April through November 15.

Recent and historical surveys indicate that trout are not present within this section of river. Surveys conducted by United States Fish and Wildlife Service, duplicating historic sampling locations, did not find evidence of trout present (USFWS 2003), nor were trout present in the historic samples for the river reach proposed to be opened all year (USFWS 2003 and Vestra 2004). Moreover, many warm water species, such as catfish, green sunfish, blue gill, and possibly bass are present.

#### **Silver King Creek**

The Department is proposing to close Silver King Creek and tributaries below the confluence of Tamarack Lake Creek (below Llewellyn Falls) downstream to the confluence with Snodgrass Creek to fishing all year. The proposed regulation change is necessary to protect native Paiute cutthroat trout, which are listed as threatened pursuant to the federal Endangered Species Act, by prohibiting angling in a portion of its historic range below Llewellyn Falls down to Snodgrass Creek. This segment of the stream will be restocked with Paiute cutthroat trout as part of a restoration project. Existing regulations prohibit fishing all year in Silver King Creek and tributaries including lakes above Llewellyn Falls in existing Paiute cutthroat trout habitat.

#### **Trinity River**

In 2014, approximately 14 miles of the upper Trinity River were opened to winter angling and the new regulation was added to the Special Fishing Regulations. The same section of the upper Trinity River is also open to angling from the last Saturday in April through November 15 under the North Coast District General Regulations. To avoid public confusion, the Department is proposing to add the April through Nov. 15 angling season to the upper Trinity River Special Fishing Regulations.

#### **Low-Flow Restrictions References**

Section 8.00, Low-Flow Restrictions, is referenced throughout the Special Fishing Regulations in Section 7.50. This proposal will add the Section 8.00 title and appropriate subsection to the



existing references so the reader knows what Section 8.00 is and which subsection to refer to. In addition, this proposal will add the reference to Section 8.00 more frequently where the regulation applies. Adding this information will make it easier for anglers to understand and follow the regulations and makes the wording consistent with other references in Section 7.50.

### **Low-Flow Restriction Time Period**

Section 8.00 provides fishing restrictions (closures) for specified rivers and streams during low flow conditions to protect Chinook salmon and steelhead populations.

On January 17, 2014, Governor Edmund G. Brown Jr. proclaimed a State of Emergency for California and directed state officials to take all necessary actions to prepare for drought conditions with California facing water shortfalls in the driest year in recorded state history. In response to the Governor's proclamation, the Fish and Game Commission adopted on February 5, 2014 emergency sport fishing regulations extending the low flow restrictions on north coast and central coast streams to protect wild steelhead and Chinook salmon populations.

In anticipation of prolonged periods of low flow conditions throughout California in the future, the Department is proposing to permanently extend the annual low flow restrictions to April 30 for the north coast streams for continued protection of wild steelhead and Chinook salmon populations. In addition, this proposal will correct the phone number error in subsection 8.00(a).

### **Minor Editorial Corrections for Clarity**

Additional minor corrections are proposed to correct typographical errors and to improve regulation clarity.

### **Benefits of the Regulations**

The Commission anticipates benefits to the health and welfare of California residents. Trout and salmon are a nutritious food source and increasing inland sport fishery opportunities encourages consumption of this nutritious food. Sport fishing also contributes to increased mental health of its practitioners as fishing is a hobby and form of relaxation for many. Sport fishing also provides opportunities for multi-generational family activities and promotes respect for California's environment by younger generations, the future stewards of California's natural resources.

It is the policy of the state to encourage the conservation, maintenance, and utilization of the living resources of the inland waters under the jurisdiction and influence of the state for the benefit of all its citizens and to promote the development of local California fisheries. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species of aquatic organisms to ensure their continued existence and the maintenance of a sufficient resource to support a reasonable sport use, taking into consideration the necessity of regulating individual sport fishery bag limits in the quantity that is sufficient to provide a satisfying sport. Adoption of scientifically-based inland trout and salmon seasons, size limits, and bag and possession limits provides for the maintenance of sufficient populations of trout and salmon to ensure their continued existence.

### **Consistency and Compatibility with Existing State Regulations**

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and

propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate recreational fishing in waters of the state (sections 200, 202, and 205, Fish and Game Code). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to recreational fishing seasons, bag and possession limits.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Mount Shasta Hatchery Museum, 1 North Old Stage Road, Mount Shasta, California, on Wednesday, October 8, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be at the Airtel Plaza Hotel, 7277 Valjean Avenue, Van Nuys, California, on Wednesday, December 3, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before November 20, 2014 at the address given below, or by fax at (916) 653-5040, or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on November 26, 2014. All comments must be received no later than December 3, 2014 at the hearing in Van Nuys. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Jon Snellstrom at the preceding address or phone number. **Karen Mitchell, senior Environmental Scientist, Fisheries Branch, [karen.mitchell@wildlife.ca.gov](mailto:karen.mitchell@wildlife.ca.gov), (916) 445-0826, has been designated to respond to questions on the substance of the proposed regulations** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

#### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

## **Impact of Regulatory Action/Results of the Economic Impact Analysis**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and following initial determinations relative to the required statutory categories have been made.

### **(a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The fishing areas that will be affected are limited, and the number of anglers that will be affected is relatively small. In addition, many of the proposed changes will offer increased fishing opportunities with potential increases in economic activity related to spending by sport fish anglers.

### **(b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The proposed regulations would provide additional sport fish angling opportunities in some areas. However, the increase in fishing activity is anticipated to be limited relative to recreational angling effort statewide. Therefore the Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing business or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for a salmon and trout sport fishery encourages consumption of a nutritious food.

The Commission does not anticipate any non-monetary benefits to worker safety.

The Commission anticipates benefits to the environment by the sustainable management of California's sport fishing resources.

### **(c) Cost Impacts on a Representative Private Person or Business:**

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

### **(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:**

None.

### **(e) Nondiscretionary Costs/Savings to Local Agencies:**

None.

### **(f) Programs Mandated on Local Agencies or School Districts:**

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: August 12, 2014

Sonke Mastrup  
Executive Director

**Commissioners**  
**Michael Sutton**, President  
Monterey  
**Jack Baylis**, Vice President  
Los Angeles  
**Jim Kellogg**, Member  
Discovery Bay  
**Richard Rogers**, Member  
Santa Barbara  
**Jacque Hostler-Carmesin**, Member  
McKinleyville

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

## Fish and Game Commission



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August 19, 2014

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AUG 22 2014

Clerk/Board of Supervisors

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Findings regarding the Northeastern Pacific white shark which will be published in the California Regulatory Notice Register on August 22, 2014.

Sincerely,

Sheri Tiemann  
Associate Governmental Program Analyst

Attachment

**PROPOSED FINDINGS**  
**White Shark**  
**(*Carcharodon carcharias*)**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), at its June 4, 2014 meeting in Fortuna, California, made a finding pursuant to Fish and Game Code section 2075.5, that the petitioned action to add the Northeastern Pacific (NEP) white shark (*Carcharodon carcharias*) to the list of threatened or endangered species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.) is not warranted. (See also Cal. Code Regs., tit. 14, § 670.1, subd. (i)(1).)

NOTICE IS ALSO GIVEN that, at its August 6, 2014 meeting in San Diego, California, the Commission adopted the following findings outlining the reasons for its rejection of the petition.

**I. BACKGROUND AND PROCEDURAL HISTORY**

**Petition History**

Oceana, the Center for Biological Diversity, and Shark Stewards (collectively, Petitioners) submitted a petition (Petition) to the Commission on August 20, 2012 to list the NEP population of white shark (*Carcharodon carcharias*) as a threatened or endangered species pursuant to CESA. (Cal. Reg. Notice Register 2012, No. 37-Z, p. 1376) The Commission received the Petition on August 20, 2012. The Commission referred it for evaluation to the California Department of Fish and Wildlife (Department) on August 27, 2012 pursuant to Fish and Game Code section 2073.

The Department evaluated the Petition, using the information in that document and other relevant information available at that time, and found that the scientific information presented in the Petition was sufficient to indicate that the petitioned action may be warranted. On January 7, 2013, the Department submitted to the Commission its Evaluation of the Petition from Oceana, Center for Biological Diversity (CBD), and Shark Stewards to List Northeast Pacific White Shark (*Carcharodon carcharias*) as Threatened or Endangered (Petition Evaluation). The Department recommended that the Commission accept the Petition pursuant to Fish and Game Code section 2073.5.

On February 6, 2013, at its meeting in Sacramento, California, the Commission received public comment and determined that there was sufficient information in the Petition to indicate that the petitioned action may be warranted, accepted for

## NOTICE OF FINDINGS - White Shark

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consideration the Petition, and designated the white shark as a candidate species under CESA. (Cal. Reg. Notice Register 2013, No. 9-Z, p. 373.)

The Department promptly notified affected parties by issuing a press release, posting notice on the Department's website, and sending targeted letters to stakeholder groups including affected commercial fishing interests and scientific researchers holding scientific collecting permits for white shark. (Fish & G. Code, § 2074.4.)

Consistent with Fish and Game Code section 2074.6 and its implementing regulations, the Department commenced a twelve-month status review of the white shark following published notice of its designation as a candidate species under CESA. As an integral part of that effort, the Department solicited data, comments, and other information from interested members of the public and the scientific and academic communities. The Department and the Commission received 35,502 pieces of correspondence during the public notice period ending February 1, 2014. The majority of comments were from members of the public without stated affiliation. In January 2013, two shark experts opposed to the listing submitted peer reviewed publications and expert scientific comment. In May of 2013 the Petitioners submitted four peer reviewed scientific publications. On December 18, 2013, Oceana and CBD submitted supplemental information, in the form of a non-peer reviewed critical assessment of the analysis of the NEP white shark population size and risk of extinction prepared by the Biological Review Team (BRT) of the National Marine Fisheries Service (NMFS).

On January 6, 2014, the Department submitted a preliminary draft of its status review for independent scientific peer review by a number of individuals acknowledged to be experts on white shark, possessing the knowledge and expertise to critique the scientific validity of the report. (Fish & G. Code, § 2074.8; Cal. Code Regs., tit. 14, § 670.1, subd. (f)(2).) On April 3, 2014, the Department submitted its final Status Review of White Shark (*Carcharodon carcharias*) in California to the Commission (Status Review). Based on its Status Review and the best available science, the Department recommended to the Commission that designating white shark as a threatened or endangered species under CESA is not warranted (Fish & G. Code, § 2074.6; Cal. Code Regs., tit. 14, § 670.1, subd. (f).). Following receipt, the Commission made the Department's Status Review available to the public, inviting further review and input. (Cal. Code Regs., tit. 14, § 670.1, subd. (g).)

On June 4, 2014, at its meeting in Fortuna, California, the Commission received public comment, accepted additional information from Petitioners and the public, and considered final action regarding the Petition to designate white shark as a threatened or endangered species under CESA. (Fish & G. Code, § 2075.5; Cal. Code Regs., tit. 14, § 670.1, subd. (i).) After receiving public comment, the Commission closed the administrative record of proceedings for the Petition. (Fish & G. Code, § 2075.5, subd.

(a.) The Commission considered the petition, further information submitted by Petitioners, public comment, the Department's 2012 Petition Evaluation, the Department's 2014 Status Review, and other information included in the Commission's administrative record of proceedings. Following public comment and deliberation, the Commission determined, based on the best available science, that designating white shark as a threatened or endangered species under CESA is not warranted. (Fish & G. Code, § 2075.5, subd. (e)(1); Cal. Code Regs., tit. 14, § 670.1, subd. (i)(2).) The Commission directed its staff, in coordination with the Department, to prepare findings of fact consistent with the Commission's determination and to present those findings for consideration and ratification at the Commission's August, 6, 2014 meeting in San Diego, California.

### **Species Description**

The white shark is a large migratory apex predator that is globally distributed throughout the world's oceans, most commonly found in temperate waters between 54 and 68°F. While it is believed to be a mostly solitary animal, individuals congregate in specific areas off most continents. White sharks range in size from 3.9 to 5.9 feet total length (measured from the nose to the tip of the upper lobe of the tail [TL]) at birth to greater than 20 feet TL for females and 18 feet TL for males (e.g., Cailliet et al. 1985; Ebert 2003; Castro 2012). New aging techniques estimate that white sharks live longer than previously thought, possibly to 70 or more years.

White sharks are oophagous (developing embryos feed on eggs within the mother's uterus) and litters of 2 to 14 pups have been documented. Females are believed to give birth in or near the Southern California Bight (SCB) and northern Mexico in late spring and summer. Similar to other large apex predators, white sharks mature relatively late, have naturally low abundance, low fecundity, and relatively long life spans. Relatively few offspring are likely to reach maturity, as apex predator populations usually support fewer individuals than species lower on the food chain. This makes white shark populations potentially vulnerable to overexploitation.

Juvenile white sharks feed on fish and invertebrates (e.g., Klimley 1985). As they grow in size and become sub-adults they begin to forage on marine mammals. Little is known about the period of transition from juvenile to adult including the age at which these transitions occur, where they go during this time, and when they begin to make inshore/offshore migrations or utilize adult aggregation sites (e.g., Domeier 2012a). Some researchers (e.g., Klimley 1985; Domeier 2012) speculate that at approximately three years of age sub-adults begin to range farther from the nursery grounds into colder waters. In this stage they may range widely from Oregon (or farther north) to southern Mexico and the Gulf of California. These theories are supported by the limited information available on this life stage; however, validation through mark-recapture and



other studies is needed to have more conclusive information on movement patterns for sub-adults.

The NEP population of white sharks found in California waters is a demographically-isolated population that shows significant genetic divergence from other global populations in Australia and South Africa (e.g., Jorgensen et al. 2010; Gubili et al. 2012). The known range of the NEP population of white shark extends from Mazatlán, Mexico and the Gulf of California north to the Bering Sea; and from the west coast of North America to the Hawaiian Islands. White sharks inhabit both inshore and offshore areas, from the continental shelf to the Shared Offshore Focal Area (SOFA) between California and Hawaii. The SOFA is a vast area of deep open water habitat that is shared by white sharks from both central California and Guadalupe Island during the offshore phase of their migration.

### Federal Status

In June 2012, WildEarth Guardians submitted a petition to NMFS requesting that the NEP population of white shark be listed as endangered or threatened under the federal Endangered Species Act (ESA). In August 2012, Petitioners submitted a similar petition to NMFS. In September 2012, NMFS published a 90-day finding (77 Fed. Reg. 59582 (2012)) announcing that both petitions presented substantial scientific information indicating that the NEP population of white shark may warrant listing under ESA and that NMFS would conduct an ESA status review. To aid in this review, NMFS formed a Biological Review Team (BRT), consisting of scientists from the Southwest Fisheries Science Center. The BRT prepared its Status Review of the Northeastern Pacific Population of White Sharks (*Carcharodon carcharias*) under the Endangered Species Act. On June 28, 2013, based on the BRT's peer-reviewed analysis, NMFS issued its 12-Month Finding on Petitions to List the Northeastern Pacific Ocean Distinct Population Segment of White Shark as Threatened or Endangered Under the Endangered Species Act, in which NMFS found that the NEP population of white shark was a distinct population segment but was not in danger of extinction under ESA criteria nor was it likely to become so within the foreseeable future. (78 Fed. Reg. 40104 (2013).)

Although not a listed or candidate species under ESA, white shark is protected under several federal laws, regulations, and management efforts.

- Federal law prohibits trade in all white shark products, as the U.S. recognizes the Convention on International Trade and Endangered Species (CITES) treaty. This is supported by the Lacey Act, which makes it unlawful to import, export, sell, acquire or purchase any fish, animal or plant protected by state or international law, including CITES.

- Take of white shark is prohibited under the West Coast Highly Migratory Species Fishery Management Plan (HMS FMP). The scope of this prohibition covers all United States vessels that fish for HMS species using authorized gear within the United States Exclusive Economic Zone (EEZ; 370 kilometer, 200 nautical miles) as well as the west coast state territorial waters of California, Oregon, and Washington. Additionally this applies to those vessels fishing the high seas and landing in the States of California, Oregon, and Washington. The large mesh drift gill net fishery targeting swordfish and thresher shark is a federally managed fishery under the HMS FMP. Originally managed by the State of California, this fishery came under federal jurisdiction with the adoption of the HMS FMP, and California's protective measures for white shark were incorporated into the federal regulations.
- The Gulf of the Farallones National Marine Sanctuary (GFNMS) and the Monterey Bay National Marine Sanctuary (MBNMS), have prohibitions on attracting white sharks. Additionally, the GFNMS also prohibits vessels from approaching within 50 meter (164 feet) of white sharks within 3.7 kilometer (2 nautical miles) of the islands. These prohibitions were put in place to manage adventure tourism, filming, and research activities associated with white sharks that have potential to cause disturbance to natural behavior. The GFNMS issues permits to allow some activities related to education and research that allow exceptions to prohibitions on a case-by-case basis.
- The Shark Finning Prohibition Act of 2000 amended the Magnuson-Stevens Fishery Conservation and Management Act (MSA) and prohibits shark finning within the jurisdiction of the United States. This Act also prohibits the custody, control, or possession of shark fins aboard a fishing vessel without the carcass or landing of shark fins without the carcass.
- The Shark Fin Conservation Act of 2010 strengthens the prohibitions on shark finning under the MSA and under the High Seas Driftnet Fishing Moratorium Protection Act (HSDFMFA). The prohibitions on shark finning under MSA and the HSDFMFA provide some additional protections for white shark.

## **II. STATUTORY AND LEGAL FRAMEWORK**

These proposed findings are prepared as part of the Commission's final action under CESA regarding the Petition to designate white shark as a threatened or endangered species under CESA. As set forth above, the Commission's determination that listing white shark is not warranted marks the end of formal administrative proceedings under CESA. (See generally Fish & G. Code, § 2070 et seq.; Cal. Code Regs., tit. 14, § 670.1.) The Commission, as established by the California Constitution, has exclusive statutory authority under California law to designate endangered, threatened, and

## NOTICE OF FINDINGS - White Shark

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candidate species under CESA. (Cal. Const., art. IV, § 20, subd. (b); Fish & G. Code, § 2070.)

The CESA listing process for white shark began in the present case with Petitioners' submittal of their Petition to the Commission in August 2012 (Cal. Reg. Notice Register 2012, No. 37-Z, p. 1376.). The regulatory process that ensued is described above in some detail, along with related references to the Fish and Game Code and controlling regulation. The CESA listing process generally is also described in some detail in published appellate case law in California, including:

- *Mountain Lion Foundation v. California Fish and Game Commission* (1997) 16 Cal.4th 105, 114-116;
- *California Forestry Association v. California Fish and Game Commission* (2007) 156 Cal.App.4th 1535, 1541-1542;
- *Center for Biological Diversity v. California Fish and Game Commission* (2008) 166 Cal.App.4th 597, 600; and
- *Natural Resources Defense Council v. California Fish and Game Commission* (1994) 28 Cal.App.4th 1104, 1111-1116.

The "is not warranted" determination at issue here for white shark stems from Commission obligations established by Fish and Game Code section 2075.5(e). Under this provision, the Commission is required to make one of two findings for a candidate species at the end of the CESA listing process: whether the petitioned action is warranted or is not warranted. Here with respect to white shark, the Commission made the finding under Section 2075.5(e) that the petitioned action is not warranted.

The Commission was guided in making this determination by various statutory provisions and other controlling law. The Fish and Game Code, for example, defines an endangered species under CESA as a native species or subspecies of a bird, mammal, fish, amphibian, reptile or plant which is in serious danger of becoming extinct throughout all, or a significant portion, of its range due to one or more causes, including loss of habitat, change in habitat, over exploitation, predation, competition, or disease (Fish & G. Code, § 2062.). Similarly, the Fish and Game Code defines a threatened species under CESA as a native species or subspecies of a bird, mammal, fish, amphibian, reptile or plant that, although not presently threatened with extinction, is likely to become an endangered species in the foreseeable future in the absence of the special protection and management efforts required by this chapter. (*Id.*, § 2067.)

As established by published appellate case law in California, the term "range" for purposes of CESA means the range of the species within California (*California Forestry Association v. California Fish and Game Commission*, *supra*, 156 Cal. App.4th at p. 1540, 1549-1551.).

## NOTICE OF FINDINGS - White Shark

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The Commission was also guided in making its determination regarding white shark by Title 14, section 670.1, subdivision (i)(1)(A), of the California Code of Regulations. This provision provides, in pertinent part, that a species shall be listed as endangered or threatened under CESA if the Commission determines that the continued existence of the species is in serious danger or is threatened by any one or any combination of the following factors:

1. Present or threatened modification or destruction of its habitat;
2. Overexploitation;
3. Predation;
4. Competition;
5. Disease; or
6. Other natural occurrences or human-related activities.

Fish and Game Code section 2070 provides similar guidance. This section provides that the Commission shall add or remove species from the list of endangered and threatened species under CESA only upon receipt of sufficient scientific information that the action is warranted. Similarly, CESA provides that all state agencies, boards, and commissions shall seek to conserve endangered and threatened species and shall utilize their authority in furtherance of the purposes of CESA (Fish & G. Code, § 2055.). This policy direction does not compel a particular determination by the Commission in the CESA listing context. Yet, the Commission made its determination regarding white shark mindful of this policy direction, acknowledging that "[l]aws providing for the conservation of natural resources' such as the CESA 'are of great remedial and public importance and thus should be construed liberally" (*California Forestry Association v. California Fish and Game Commission*, *supra*, 156 Cal. App.4th at pp. 1545-1546, citing *San Bernardino Valley Audubon Society v. City of Moreno Valley* (1996) 44 Cal.App.4th 593, 601; Fish & G. Code, §§ 2051, 2052.).

Finally in considering these factors, CESA and controlling regulations require the Commission to actively seek and consider related input from the public and any interested party (See, e.g., *Id.*, §§ 2071, 2074.4, 2078; Cal. Code Regs., tit. 14, § 670.1, subd. (h).). The related notice obligations and public hearing opportunities before the Commission are also considerable (Fish & G. Code, §§ 2073.3, 2074, 2074.2, 2075, 2075.5, 2078; Cal. Code Regs., tit. 14, § 670.1, subds. (c), (e), (g), (i); see also Gov. Code, § 11120 et seq.). All of these obligations are in addition to the requirements prescribed for the Department in the CESA listing process, including an initial evaluation of the petition and a related recommendation regarding candidacy, and a 12-month status review of the candidate species culminating with a report and recommendation to the Commission as to whether listing is warranted based on the best available science (Fish & G. Code, §§ 2073.4, 2073.5, 2074.4, 2074.6; Cal. Code Regs., tit. 14, § 670.1, subds. (d), (f), (h).).

### **III. FACTUAL AND SCIENTIFIC BASIS FOR THE COMMISSION'S FINDINGS**

The factual and scientific bases for the Commission's finding that designating white shark as a threatened or endangered species under CESA is not warranted are set forth in detail in the Commission's administrative record of proceedings. The evidence in the administrative record in support of the Commission's determination includes, but is not limited to, the Department's 2013 Petition Evaluation and 2014 Status Review, and other information specifically presented to the Commission and otherwise included in the Commission's administrative record as it exists up to and including the Commission meeting in Fortuna, California on June 4, 2014. The administrative record also includes these findings.

The Commission finds the substantial evidence highlighted in the preceding paragraph, along with other evidence in the administrative record, supports the Commission's determination that the continued existence of white shark in the State of California is not in serious danger of becoming extinct or threatened by on or a combination of the following factors:

1. Present or threatened modification or destruction of its habitat;
2. Overexploitation;
3. Predation;
4. Competition;
5. Disease; or
6. Other natural occurrences or human-related activities.

The Commission also finds that the same evidence constitutes sufficient scientific information to establish that designating white shark as a threatened or endangered species under CESA is not warranted. The Commission finds in this respect that white shark is not in serious danger of becoming extinct throughout all, or a significant portion, of its range in California. Similarly, the Commission finds that white shark is not presently threatened and it is unlikely to become an endangered species in the foreseeable future in the absence of special protection and management efforts required by CESA.

The following Commission findings highlight in more detail some of the scientific and factual information and other evidence in the administrative record of proceedings that support the Commission's determination that designating white shark as a threatened or endangered species under CESA is not warranted:

1. The first attempt to estimate the NEP white shark population consisted of two independent Photo-ID studies in Central CA and Mexico. The Petitioners combined these results into a non-peer reviewed estimate of 339 adults and sub-

adults in the NEP. Although a population of apex predators is expected to be relatively small, the Department concluded that this estimate likely underestimates the population. The Department found the limited geographic range of these studies and the short time span of the central California study problematic in particular, in addition to other factors. This conclusion is supported by several scientific publications, including a peer reviewed assessment of the population conducted by National Marine Fisheries Service scientists that estimates 3,000 total individuals of all life stages (e.g., Domeier 2012b; Dewar et al. 2013). This estimate utilized augmented datasets from both photo-ID studies and accounted for biases found in the original studies.

2. Historically, the largest threat to white sharks—primarily young-of-the-year (YOY) and juveniles—in the NEP has been incidental take in set gill net fisheries. Commercial fishing records indicate a peak in white shark interactions in the mid-1980s. Since this peak, protections for white shark have progressively increased, and commercial gill net effort off California has dropped to a fraction of its historic size and the geographic area open to fishing has been dramatically reduced by state and federal regulations (Cal. Fish & G. Code, §§ 5517, 8575, 8575.5, 8599, 8610.3, 8664.8; Cal. Code Regs., tit. 14, §§ 28.06, 104.1).
3. Interactions with commercial set gill net gear in California have started to increase over the past ten years even as fishing effort has continued to decline. Current research suggests this trend could signal an increase in the population of young white sharks in the SCB (e.g., Lowe et al. 2012; Lyons et al. 2013).
4. Prior to 2010 there were essentially no observed white shark attacks on California sea lions by marine mammal researchers in the northern Channel Islands. In 2011, approximately 136 bite marks were recorded and over 300 were recorded in 2012 (e.g., Dewar et al. 2013). Similarly, over the past five years, researchers have documented a dramatic increase in the number of California southern sea otter mortalities linked to white shark bites in Monterey Bay, north of Santa Cruz, and in San Luis Obispo County (e.g., M. Harris, CDFW-OSPR pers. comm.). While it is not definitive that these increases are due to an increase in the NEP white shark population, there have not been notable decreases in attacks in other locations (e.g., Dewar et al. 2013). Therefore, it is reasonable to infer there may be more sharks foraging on marine mammals and sharks moving to different forage areas.
5. Recent research in the SCB has found that young white sharks can carry a significantly high level of persistent toxins such as PCBs, DDT, and mercury in their tissues (e.g., Mull et al. 2012; Mull et al. 2013). Despite these high levels of contaminants, young white sharks do not seem to show any deleterious effects and there is no evidence that these toxic loads affect their ability to survive.
6. Recent models of climate change suggest a potential increase in the availability of suitable habitat for adult white shark (e.g., Hazen et al. 2012). An increase in water temperature could expand the white sharks range into areas that are

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## NOTICE OF FINDINGS - White Shark

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currently too cold for the species to utilize, but this remains speculative and limited across the population's life stages.

7. In addition to large size, even at birth, utilization of shallow nearshore habitat during the first three years of life likely provides some level of protection for YOY and juveniles from large predators (e.g., Pyle et al. 1999), and it is unlikely that predation is a significant threat to the population.
8. White sharks are larger, in all life stages, than most of the predators in which they share habitat, reducing the risk from competition with other species. In addition, their ability to feed on a range of prey make it unlikely the population would be susceptible to catastrophic decline from the absence of a specific prey species (e.g., Klimley 1985; Carlisle et al. 2012; Domeier 2012a; Dewar et al. 2013; Kim et al. 2012).

### **IV. ADDITIONAL CONSIDERATIONS INFORMING THE COMMISSION'S FINAL DETERMINATION**

The Commission's determination that designating white shark as a threatened or endangered species under CESA is not warranted; it is informed by various additional considerations. In general, the Fish and Game Code contemplates a roughly twelve-month long CESA listing process before the Commission, including multiple opportunities for public and Department review and input and peer review (See generally Fish & G. Code, § 2070 et seq.; Cal. Code Regs., tit. 14, § 670.1.). From the initial receipt of the Petition in August 2012 through the Commission's decision on June 4, 2014 that listing is not warranted, the Department and the Commission received numerous comments and other significant public input regarding the status of white shark from a biological and scientific standpoint and with respect to the petitioned action under CESA. The Commission, as highlighted below, was informed by and considered all of these issues, among others, in making its final determination that designating white shark as a threatened or endangered species under CESA is not warranted (Fish & G. Code, § 2075.5, subd. (e)(1); Cal. Code Regs., tit. 14, § 670.1, subd. (i)(2).).

### **V. SCIENTIFIC DETERMINATIONS REGARDING THE STATUS OF THE NORTHEASTERN POPULATION OF WHITE SHARK**

CESA defines an endangered species as one "which is in serious danger of becoming extinct throughout all, or a significant portion, of its range due to one or more causes, including loss of habitat, change in habitat, over exploitation, predation, competition, or disease" (Fish & G. Code, § 2062.). CESA defines a threatened species as one "that, although not presently threatened with extinction, is likely to become an endangered

species in the foreseeable future in the absence of special protection and management efforts required by [CESA]" (Id., § 2067).

Pursuant to CESA's implementing regulations, a "species shall be listed as endangered or threatened ... if the Commission determines that its continued existence is in serious danger or is threatened by anyone or any combination of the following factors: (1) present or threatened modification or destruction of its habitat; (2) overexploitation; (3) predation; (4) competition; (5) disease; or (6) other natural occurrences or human-related activities" (Cal. Code Regs., tit. 14, § 670.1, subd. (i)(1)(A).).

### **Present or threatened Modification or Destruction of Habitat**

- White sharks, like other apex predators, can accumulate contaminants over their lifespan. However, high tissue levels of elemental and organic contaminants have not been found to cause deleterious effects in NEP white sharks. Environmental monitoring data have shown that contaminant inputs have greatly been reduced off California through federal, state, and local regulatory efforts, reducing risks from habitat degradation (e.g., Mull et al. 2012; Mull et al. 2013).
- Similar to other large marine species, white sharks may be susceptible to ingestion and entanglement by marine debris, but risks to the population appear to be low. There have been no documented entanglements involving white sharks in the NEP (e.g., Taylor 2010). Additionally, lamnid sharks have the capability of evacuating their stomachs, which may reduce ingestion risks (e.g., Kerstetter et al. 2004; Brunnschweiler et al. 2011).
- Recent models of climate change suggest a potential increase in the availability of suitable habitat for adult white shark, but this remains speculative and limited across the population's life stages (e.g., Hazen et al. 2012). White sharks are highly migratory and range across large expanses of the NEP, and there is evidence indicating that white sharks are able to deal with wide variations in temperature and dissolved oxygen concentration (e.g., Boustany et al. 2002; Nasby-Lucas et al. 2009; Siebel 2011; Nasby-Lucas et al. 2012). At this time there is not sufficient scientific information to assess the specific potential or actual impacts of ocean warming, acidification or de-oxygenation on the population of white sharks inhabiting the NEP.
- Based on the best scientific information available, the Commission finds that the continued existence of the NEP population of white shark is not in serious danger or threatened by present or threatened modification or destruction of habitat.

### **Overexploitation**

- White sharks in the NEP are widely protected on the west coast through state, federal, and international efforts directly through take prohibitions for this species, as well as through regulation of fisheries and sharks generally that provide



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## NOTICE OF FINDINGS - White Shark

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protections indirectly ( Cal. Fish & G. Code, §§ 5517, 8575, 8575.5, 8599, 8610.3, 8664.8; Cal. Code Regs., tit. 14, §§ 28.06, 104.1).

- White sharks have been a protected species under California law since 1994 (Cal. Fish & G. Code, §§ 5517, 8599).
- Interactions are also known to occur in Mexican commercial gill net fisheries. However, prohibitions on take of white shark have become progressively stringent, reducing risk, although limited resources for monitoring and enforcement exist (e.g., DOF 2002, 2007, 2014; Barreira 2007).
- Nearshore set gill net fisheries account for over 80 percent of documented interactions with white shark off California (e.g., Lowe et al. 2012). Catch records of incidental white shark take by gill net gear off California declined steadily from 1990 until 2005, indicating gill net area closures implemented during the 1990s were effective in reducing incidental take of juvenile white shark in the nearshore waters of the SCB (e.g., Lowe et al. 2012; CDFW 2014).
- The recent increase in interactions with gill net gear is likely due to an increase in the population of YOY and juvenile white sharks in the SCB (e.g., Lowe et al. 2012; Lyons et al. 2013).
- Based on the best scientific information available, the Commission finds that the continued existence of the NEP population of white shark is not in serious danger or threatened by overexploitation.

### Predation

- White sharks are apex predators and generally considered to be at the top of the food chain during most life history stages. However, available interaction data show some white shark predation by orcas and larger sharks (e.g., Pyle et al. 1999). In addition to large size, even at birth, utilization of shallow nearshore habitat during the first three years of life likely provides some level of protection for YOY and juveniles from large predators.
- Based on the best scientific information available, the Commission finds that the continued existence of the NEP population of white shark is not in serious danger or threatened by predation.

### Competition

- Competition for prey (mainly fish for juveniles and pinnipeds for adults) between white sharks and other species in their habitat is not well understood. There may be competition from other large predator species (e.g., Dewar et al. 2013), but there is no indication this poses a significant population risk. White sharks are generalist feeders and are considered resilient to changes in prey abundance and distribution. Populations of their prey species are healthy and likely to support predator populations.

- Based on the best scientific information available, the Commission finds that the continued existence of the NEP population of white shark is not in serious danger or threatened by competition.

### **Disease**

- All species of sharks may develop disease; and tumors have recently been documented in single white shark in Australia (e.g., Robbins et al. 2013). However, like other shark species, white sharks have a generalized immune system and other adaptations that make disease rare (e.g., Compagno 2001; Ebert 2003).
- Based on the best scientific information available, the Commission finds that the continued existence of the NEP population of white shark is not in serious danger or threatened by disease.

### **Other Natural Occurrences or Human-Related Activities**

- Strikes by commercial shipping vessels are a potential risk for white sharks. The frequency and severity of ship strikes are not well known, even for marine mammals, due to failures to report collisions, delayed death post impact, inability to locate carcasses after an impact, and the difficulty of determining the actual cause of death. There is little documentation on the frequency and effects of ship strikes on white sharks. However, the risk of ship strikes to white sharks in the NEP may be reduced by the recent relocation of shipping lanes adjacent to the Gulf of the Farallones, Channel Islands, and Cordell Banks National Marine Sanctuaries adopted by the International Maritime Organization (e.g., Drake 2013; NOAA 2012). While the full risk of ship strikes are still unknown they do not appear to pose a significant risk to the population at this time.
- Based on the best scientific information available, the Commission finds that the continued existence of the NEP population of white shark is not in serious danger or threatened by other natural occurrences or human-related activities.

### **Summary of Key Findings**

Based on the criteria described above, the best scientific information available to the Commission indicates that white shark is not currently in serious danger of becoming extinct in California within the next few decades, nor in the foreseeable future in the absence of special protection and management under CESA.

The current size of the NEP population is uncertain. While there are no historic estimates for comparison, independent trends in incidental catch in fisheries and increases in attacks on marine mammals suggest a stable or increasing population which is supported by genetic analysis indicating a robust population.

## **NOTICE OF FINDINGS - White Shark**

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Incidental take of juvenile white sharks in set gill net fisheries is a potential risk factor for this population. However, this risk has been reduced considerably as these fisheries have become more restricted through regulation and declining effort. Based on trends in commercial fisheries and existing regulations, the Department does not consider future impacts of commercial gill net fishing to be an immediate threat to the continued existence of the NEP population of white sharks in California.

The Department evaluated other factors, such as contaminants and non-point source pollution, predation, disease, competition, climate change, and availability of prey. Based on the Department's analysis, none of these factors is considered to be a serious threat to the continued existence of the NEP white shark population.

Based on the best scientific information available, the Department concludes the continued existence of the NEP population of white shark is not in serious danger or threatened. Minimizing impacts to individuals could be achieved by managing interactions with commercial and recreational fisheries. Currently California gill net fisheries are heavily regulated and do not appear to be increasing in effort now, nor does it appear likely they will in the near future. Interactions should continue to be monitored but are likely not a threat to the increasing population. Further, the Department generated the following recommendations to prioritize conservation, research, regulation and monitoring activities.

- Increase coordination with other fisheries agencies to establish continuity in management goals, enforcement, and conformance in regulations. Encourage studies designed to reduce lethal interactions with fishing operations, especially with nearshore gill net fisheries that are more likely to have interactions with YOY and juvenile white sharks. Research should include exploration of gear and method modifications (soak time, etc.) that reduce lethal interactions.
- Increase observer coverage on commercial fishing vessels, especially those participating in the nearshore gill net fisheries.
- Implement regulation of recreational tourism (cage diving, viewing, etc.).
- Implement a public outreach and education program, especially in the shore based sector of the recreational fishery. The program should inform constituents about the presence of YOY and juvenile white sharks in the SCB, and how they can help protect this species through appropriate fishing practices and by avoiding interaction with the species.
- Increase monitoring and enforcement of recreational tourism in areas where interactions with white sharks are high.
- Support research specifically focused on juvenile and sub-adult white shark movements through the SCB, Mexico, and other areas within the species' range.

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## NOTICE OF FINDINGS - White Shark

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- Encourage the expansion of efforts to determine current population and abundance trends. Efforts should include:
  - The continuation of photo-ID studies in Guadalupe Island and central California, including a comparison of the two databases, consideration of alternate methods of identification (e.g., Computer identification via DARWIN; Towner et al. 2013), and expansion of spatial and temporal scope to additional pinniped rookeries and seasons.
  - The expansion of genetic research to include comparison of samples from both aggregation sites and throughout range, and identification of parentage.
  - Support continued life history research of all life stages of white shark. Including migration, habitat use and range, feeding ecology, and reproduction.
  - Expand the range and scope of tagging studies to include:
    - ◇ Areas outside of the two main aggregation sites,
    - ◇ Increased focus on mature females,
    - ◇ Increased acoustic tagging of YOY and juvenile white sharks in SCB and Mexican nursery areas,
    - ◇ Increased deployment of acoustic sensors from Mexico to Washington.
- Continue current efforts to determine the effects of persistent environmental pollutants, and environmental changes related to climate change, such as ocean acidification, on large shark species and their preferred prey species.
- Encourage research and awareness of less common factors, such as predation and disease, across all life stages.
- Encourage the Pacific Fishery Management Council to recommend that U.S. delegates to international regulatory bodies and regional fisheries management organizations support measures to make white sharks a prohibited species. Specifically, the U.S. delegates to entities including the Inter-American Tropical Tuna Commission and the Western Central Pacific Fisheries Commission.

## VI. FINAL DETERMINATION BY THE COMMISSION

The Commission has weighed and evaluated all information and inferences for and against designating white shark as a threatened or endangered species under CESA. This information includes scientific and other general evidence in the Petition, the Department's 2012 Petition Evaluation, the Department's 2014 peer-reviewed Status Review, and the Department's related recommendations based on the best available science, written and oral comments received from the public and the scientific community, and other evidence included in the Commission's administrative record of

## **NOTICE OF FINDINGS - White Shark**

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proceedings. Based on the evidence in the administrative record, the Commission has determined that the best scientific information available indicates that the continued existence of white shark in California is not in serious danger or threatened in the foreseeable future by present or threatened modifications or destruction of white shark habitat, overexploitation, predation, competition, disease, or other natural occurrences or human-related activities (See generally Fish & G. Code, §§ 2062, 2067; Cal. Code Regs., tit. 14, § 670.1, subd. (i)(1)(A).). The Commission finds, for the same reason, that there is not sufficient scientific information at this time to indicate that the petitioned action is warranted (Fish & G. Code, §§ 2070, 2075.5.). The Commission finds that designating white shark as a threatened or endangered species under CESA is not warranted and that, with adoption of these findings, for purposes of its legal status under CESA shall revert to its status prior to the filing of the Petition (Fish & G. Code, § 2075.5, subd. (e)(1); Cal. Code Regs., tit. 14, § 670.1, subd., (i)(2).)

Sonke Mastrup  
Executive Director  
Fish and Game Commission  
Dated: August 6, 2014

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<sup>‡</sup> Marked references have not been peer reviewed.

### Personal Communications

M. Harris, California Department of Fish and Wildlife-Office of Spill Prevention and Response.

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COPY OF REFERENCED  
DOCUMENT ON FILE WITH  
CLERK OF THE BOARD

Yuba County Administrative Services  
915 8<sup>th</sup> Street  
Marysville, CA 95901

RECEIVED

Jul 27 2014

Clerk/Board of Supervisors

RE: CEQA IS|MND  
Log Cabin Diversion Dam Apron Curtain Repair  
Yuba River Development Project, FERC No. 2246  
Nevada, Sierra and Yuba Counties, California

To Whom It May Concern:

The Yuba River Development Project (Project), Federal Energy Regulatory Commission (FERC) Project No. 2246, is located in Yuba, Sierra and Nevada counties, California, on the main stems of the Yuba River, the North Yuba River and the Middle Yuba River, and on Oregon Creek, a tributary to the Middle Yuba River. The Log Cabin Diversion Dam is part of the Project.

In November of 2011, Yuba County Water Agency (YCWA) discovered two small areas of scour located on the toe of the Log Cabin Diversion Dam spill apron during a diving inspection. One of these scour areas is estimated to be approximately 18 inches (in) tall, 12 in deep, and 6 feet (ft) wide. The other scour area is 10 in tall, 6 in deep, and 6 ft wide. In 2014, during proposed mechanical sediment removal in Log Cabin Diversion Dam, YCWA will have an opportunity to simultaneously fix the scour areas.

YCWA has drafted a California Environmental Quality Act Initial Study/Mitigated Negative Declaration for the project and respectfully requests that you post the document for any interested members of the public to review, so they may comment on the project, if they so wish. The public review period will last from August 26- September 26, 2014. After this time, you may recycle the document.

We appreciate your assistance in this matter.

Sincerely yours,

Robin Kent, HDR Inc.

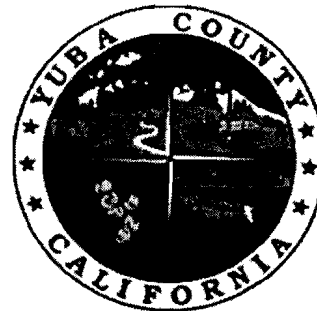
Enclosures:

CEQA IS|MND

hdrinc.com

BOS CORRESPONDENCE B

# The County of Yuba



412-14

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## Auditor-Controller

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Yuba County Government Center  
915 8<sup>th</sup> Street, Suite 105  
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RECEIVED

AUG 28 2014

Clerk/Board of Supervisors

August 14, 2014

**COPY OF REFERENCED  
DOCUMENT ON FILE WITH  
CLERK OF THE BOARD**

Board of Supervisors  
County of Yuba  
915 8<sup>th</sup> Street Suite 109  
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT

JUNE 30, 2013

Yours truly,

A handwritten signature in black ink, appearing to be "C. Richard Eberle".

C. Richard Eberle  
Auditor-Controller

CRE/kmd  
Enclosure (1)

BOS CORRESPONDENCE C