

# 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.

**OCTOBER 21, 2014**

- 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. Clerk of the Board of Supervisors
1. (469-14) Appoint Gary Hawthorne to the Resource Conservation District for term to expire November 30, 2016.
  2. (470-14) Appoint Chong Yang to the Yuba County Economic Development Advisory Committee to serve at the pleasure of the Board.
  3. (471-14) Approve September 30, and October 7, 2014 Board meeting minutes.
  4. (472-14) Appoint Robert Roberts to the Keystone Cemetery District for a term to expire October 21, 2018.
  5. (473-14) Appoint Susan Lee to the Browns Valley Cemetery District for a term to expire October 21, 2018.
- B. Community Development and Services
1. (474-14) Approve Amendment No. 2 to agreement with Quincy Engineering Inc. for the Alleghany Road over Oregon Creek Bridge Rehabilitation project and authorize Chair to execute.
- C. Health and Human Services
1. (475-14) Adopt resolution authorizing Health and Human Services to enter into and execute agreements with Foster Family Agencies for the provision of intensive treatment foster care services. (Human Services Committee recommends approval)
  2. (476-14) Adopt resolution authorizing Chair to accept, allocate grants funds from First 5 Yuba for the period of October 1, 2014 through June 30, 2016, and execute related agreements; and authorize a Budget Transfer in the amount of \$30,000 from Account No. 106-000-361-47.07 (Grant Revenue) to appropriate revenue for expenditures for the period of October 1, 2014 through June 30, 2015.
- D. Human Resources and Organizational Services
1. (477-14) Approve CSAC-EIA Medical Malpractice extended participation agreement and authorize Chair to execute.

2. (478-14) Approve Master Labor Agreement with Probation Peace Officers' Association and authorize Chair to execute.

IV. **SPECIAL PRESENTATIONS**

- A. (479-14) Present 2014 Employee Recognition Awards. (Fifteen minute estimate)
- B. (480-14) Receive information on Draft Development Code, public review, availability, and comment period. (Fifteen minute estimate)

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

VI. **COUNTY DEPARTMENTS**

- A. County Administrator
  1. (481-14) Award Public Defender - First Conflict contract to Michael J. Sullinger, Douglas Tibbits, and Philippa Lauben, and authorize Chair to execute. (Five minute estimate)

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

- A. (482-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing the assessment of administrative and abatement costs and penalties, and recording of lien regarding the subject address of 1859 Turpin Street, Olivehurst (Edward G./Yvonne P. Stubbs), in the amount of \$17,481.06. (Ten minute estimate)
- B. (483-14) Public Hearing - Hold hearing and adopt resolution of necessity to acquire property identified as APN 021-150-061 (Butler) for community parkland in East Linda Specific Plan. (30 minute estimate)

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

- A. (484-14) Two News Releases from U.S. Fish and Wildlife Service regarding the western yellow-billed cuckoo and west coast fisher population.

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

X. **CLOSED SESSION**

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA/Confidential/Unrepresented/Management
- B. Personnel pursuant to Government Code §54957 - Public Appointment - Human Resources and Organizational Services Director

XI. **ADJOURN**

**10/22/2014 – 6:00P.M. - YUBA COUNTY BOARD OF SUPERVISORS REGIONAL FIRE STUDY WORKSHOP**

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



*CONSENT*  
*AGENDA*

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# *The County of Yuba*

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## **Office of Clerk of the Board of Supervisors**

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October 21, 2014

**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

**Subject:** **Resource Conservation District – Representative**

### **Recommendation**

Appoint Gary Hawthorne to the Resource Conservation District for term to expire November 30, 2016.

### **Background and Discussion**

The Local Appointment List of all Boards/Commission/Committees has continually been posted indicating the vacancies, and includes other appointments, terms of office, qualifications, and meeting information. Applicants for this appointment must also be a landowner within the District or, in accordance with Public Resources Code Section 9352(b)(2), a designated agent of a resident landowner within the district. Applicants must also gain signatures of ten qualified registered voters within Yuba County.

Currently, there are three vacancies on this five member Board. Two of these occurred at the end of their term in 2008 and have been vacant for 6 years, which is one full term and two years remaining on the current term. The third vacancy occurred on September 30, 2014 with a term that ends in November and has not met the 20 day posting requirement for appointment.

Mr. Gary Hawthorn has submitted his application and meets the qualifications for appointment. Attached is the application for your review and consideration. In light of the expressed interest, it would be appropriate to make an appointment at this time.

### **Fiscal Impact**

None.

### **Committee Action**

Brought directly to Board for consideration.

ds:rf  
attachments

RECEIVED

OCT 2 2014

# Yuba County Resource Conservation District

"The Yuba County Resource Conservation District (YCRCD) assists our landowners and land managers in providing stewardship of the County's natural resources and educates stakeholders and policy makers about the County's natural resource base."

## DIRECTOR APPLICATION

Pursuant to section 9314 of the Public Resources Code, the Board of Supervisors may appoint Directors from those candidates who have filed an application.

Please complete this form and return to the Clerk of the Board of Supervisors of Yuba County, 915 8<sup>th</sup> Street, Suite 109, Marysville, CA 95901 Phone: (530) 749-7510 Fax: (530) 749-7353

Last Name	First Name/ Middle Initial	Phone	Address	City	State/Zip
HAWTHORNE	GARY/R	[REDACTED]	[REDACTED]	OCELOON HOUSE	CA 95962

Check one: I currently own Farmland ☒ Residential Lot ☐ Other ☐

Please state your qualifications and/or reasons for wishing to serve on the District Board:

I AM DEVOTED TO SUPPORTING AND PROMOTING LOCAL AGRICULTURE.  
I AM THE MANAGER OF THE BROWNSVILLE FARMERS MARKET.

Have you ever been convicted of a felony ☐ Yes ☒ No. A felony conviction may preclude you from service.  
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature G Hawthorne Date 9/26/14

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

	Print Name/Signature	Phone	Address
1. ✓	David B. Pederson	[REDACTED]	[REDACTED]
2. ✓	Kimberly Hawthorne	[REDACTED]	[REDACTED]
3. ✓	Judith L. Knolle	[REDACTED]	[REDACTED]
4. ✓	Charles Sutherland	[REDACTED]	[REDACTED]
5. ✓	Monica Keller	[REDACTED]	[REDACTED]
6.	Tom J. Farin	[REDACTED]	[REDACTED]
7.	Jonathan Bels	[REDACTED]	[REDACTED]
8. ✓	Jessama Beth	[REDACTED]	[REDACTED]
9.	Don Brimm	[REDACTED]	[REDACTED]
10. ✓	Michele Lee	[REDACTED]	[REDACTED]
11. ✓	Susan Muths	[REDACTED]	[REDACTED]
12. ✓	Marianne Linder	[REDACTED]	[REDACTED]
13. ✓	Leant Roney	[REDACTED]	[REDACTED]
14.	Donald C. Forsgren	[REDACTED]	[REDACTED]

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# *The County of Yuba*

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## **Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

**Subject:** **Yuba County Economic Development Advisory Committee**

**Date:** October 21, 2014

### **Recommendation**

Appoint Chong Yang to the Yuba County Economic Development Advisory Committee to serve at the pleasure of the Board.

### **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This committee may have up to 20 representatives from throughout the County and currently has 18 members. One application has been received from Mr. Yang and is attached for your review and consideration.

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

### **Fiscal Impact**

None.

### **Committee Action**

Brought directly to the Board for consideration.

/rf

attachment

# The County of Yuba

RECEIVED

OCT 3 2014

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

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Economic Development Advisory Committee

APPLICANT NAME: Chong Yang

MAILING ADDRESS -  
(Street/P.O. Box, City, Zip): [REDACTED] Plumas Lake, CA 95961

PHYSICAL ADDRESS  
(Street, City, Zip): Same as Above

TELEPHONE: HOME: 530-884-1888 WORK: \_\_\_\_\_

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Engineering  
SUPERVISOR/ DISTRICT  
NUMBER: \_\_\_\_\_

REASONS YOU WISH TO  
SERVE ON THIS BODY: I would like to be part of the improvement in economic development in Yuba county.

QUALIFICATIONS: Grew up in Olivehurst. Educated as an Engineer. Participated in the site search and construction of \$25 M manufacturing facility.

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD: None.

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

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

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

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

[Signature]  
SIGNATURE

9/29/2014  
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 10:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Nicoletti presided.

- 09/30/14 - BOS

V. 11:00 A.M. CODE ENFORCEMENT ADMINISTRATIVE APPEAL HEARING

- A. (447-14) Hold appeal hearing regarding determination of public nuisance and imposition of administrative penalty for 15054 Sun Forest Court, Oregon House, APN 060-140-039/Lincoln and Lederman and consider findings of facts, conclusion of law, and orders. (30 minute estimate) Chief Deputy Counsel John Vacek outlined hearing procedures.

Counsel Scot Candell representing tenant Stephen Lederman recapped use of an administrative law judge and felt the county should show cause as to why that process was not being used and felt that his client has not been given due process nor given the procedural rights established by law and ordinance and responded to inquiry regarding house size.

Mr. Vacek recapped county use of use of an administrative law judge, scheduling experience on short notice and hearing time constraint which was problematic and was prepared to proceed today.

Following Board discussion and inquiries, Board consensus was to move forward with hearing. Mr. Candell requested findings be prepared.

Mr. Vacek questioned Supervising Code Enforcement Officer Jeremy Strang and Code Enforcement Officer John Jacenich who responded to inquiries regarding the property compliance, which included a PowerPoint presentation including:

- Marijuana cultivation without dwelling
- Prior knowledge of Ordinance Code requirements
- Map of Property location, number and size of plants
- Administrative Chronology of Case
- Property inspection
- Notice of violation and timelines for hearing
- Cost accounting and administrative penalty

Mr. Strang and Mr. Jacenach responded to inquiries from Mr. Candell which was followed by further questions from Mr. Vacek and Mr. Candell.

Mr. Candell questioned Mr. Lederman regarding lease of property and construction permit for a dwelling which was submitted as exhibits to be included as part of the administrative record.

Mr. Lederman commented on the permitting process for the dwelling and efforts to be compliant with the County.

Mr. Lederman responded questions from Mr. Vacek.

The Board recessed at 12:18 and returned 12:26 p.m. with all present as indicated above.

Mr. Strang, Mr. Jacenich, and Mr. Lederman responded to Board inquiries regarding testimony provided.

Chair Nicoletti opened the public hearing. The following individual spoke: Ms. Mary Salato, Olivehurst

County Counsel Angil Morris-Jones responded to Board inquiries regarding lien and procedures for decision.

MOTION: Move to close public hearing

MOVED: Mary Jane Griego

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

The Board retired into closed session to deliberate at 1:12 p.m. and returned at 1:45 p.m. with all present as indicated above.

Ms. Morris-Jones advised the Board has agreed to stipulate that any violation of code to have the hearing before a law judge is waived as a violation to which appellant counsel stipulated.

Mr. Vacek advised based on testimony of 35 plants the Board may consider a penalty of \$3,700 per day.

Ms. Morris-Jones further advised of the Board findings and orders to abate nuisance exists.

Mr. Candell agreed to stipulate Mr. Lederman would not appeal the decision.

MOTION: Move to declare property a public nuisance and be abated; declare administrative penalties in the total amount of \$10,201.34 are incurred with respondent Mr. Lederman assessed \$4,116 and Mr. Vanich Lincoln (property owner) assessed \$6,085.34 plus \$3,700 per day until abated

MOVED: Mary Jane Griego

SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

Supervisor Stocker left the meeting at 1:49 p.m.

MOTION: Move to approve waiving subsequent cost accounting hearing

MOVED: Mary Jane Griego

SECOND: Roger Abe

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

NOES: None ABSENT: Hal Stocker ABSTAIN: None

VI. ADJOURN: 1:51 p.m.

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Chair

ATTEST: DONNA STOTTEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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Approved: \_\_\_\_\_

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# *The County of Yuba*

## BOARD OF SUPERVISORS



OCTOBER 7, 2014 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 6:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Supervisor Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Nicoletti presided.

- I. PLEDGE OF ALLEGIANCE – Followed by a moment of silence for fallen soldiers in the current conflict and those serving, Supervisor Stocker led the pledge.
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - Supervisor Griego absent.
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve

MOVED: Andy Vasquez

SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, John Nicoletti, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

### A. Clerk of the Board of Supervisors

1. (450-14) Appoint Claudia Hollis as an At-large representative to the Behavioral Health Advisory Board for term ending October 7, 2015. Approved.
2. (451-14) Approve minutes of meetings held September 16 and 23, 2014. Approved as written.
3. (452-14) Appoint Christina May to the Child Care Planning Council as the discretionary representative for a term to end September 30, 2016. Approved.

### B. Clerk-Recorder/Elections

1. (453-14) Adopt resolution appointing members in lieu of election to the Board of Directors for various special districts. Adopted Resolution No. 2014-92, which is on file in Yuba County Resolution Book No. 45.

### C. County Administrator

1. (454-14) Adopt resolution approving amended Joint Powers Agreement with the California Home Finance Authority (CHF) sponsored by the Regional Council of Rural Counties (RCRC). Adopted Resolution No. 2014-93, which is on file in Yuba County Resolution Book No. 45.

D. Emergency Services

1. (455-14) Adopt resolution proclaiming the continued existence of ongoing local drought emergency in County. Adopted Resolution No. 2014-94, which is on file in Yuba County Resolution Book No. 45.

E. Health and Human Services

1. (456-14) Adopt resolution approving 2014-2017 Public Health Emergency Preparedness, State General Fund Pandemic Influenza, funding agreement with the California Department of Public Health, authorizing the Chair to execute documents as required by agreement and rescinding Resolution Number 2013-95. Adopted Resolution No. 2014-95, which is on file in Yuba County Resolution Book No. 45.

F. Sheriff-Coroner

1. (457-14) Approve agreement with Yuba Sutter Mental Health Services for laundry services performed by Yuba County Inmates and authorize Chair to execute. Approved.
2. (458-14) Approve Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for inmates at the jail and authorize Chair to execute. Approved.

IV. SPECIAL PRESENTATION

- A. (459-14) Present proclamation honoring October 2014 as Domestic Violence Awareness Month. (Five minute estimate) Chair Nicoletti read and presented the proclamation to Ms. Rosa Zuniga, Casa de Esperanza, who recapped activities to bring awareness.

V. PUBLIC COMMUNICATIONS: None.

VI. COUNTY DEPARTMENTS

A. Board of Supervisors

1. (460-14) Appoint California State Association of Counties Board of Director representative and alternate for term commencing November 18, 2014. (Five minute estimate)

MOTION: Move to Roger Abe representative

MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, John Nicoletti, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to Andy Vasquez alternate

MOVED: Roger Abe SECOND: Hal Stocker

AYES: Roger Abe, Hal Stocker, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

B. County Administrator

1. (461-14) Adopt resolution reducing maximum special tax for single family residential property in Improvement Area "A" of Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), clarifying rate and method of apportionment of special tax, approving Supplement No. 2 of Acquisition agreement; Adopt resolution approving and authorizing the execution by the County

Administrator of a Deposit/Reimbursement agreement relative to the proposed issuance of special tax bonds for improvement Area "A" of Community Facilities District 2005-1; and authorizing related actions with respect to the bonds. (Thirty minute estimate) County Administrator Robert Bendorf recapped the request from John Mourier Construction Inc. (JMC) for issuance of bonds for infrastructure improvements within Area A, reduction of special tax from \$1,550 to \$825, and actions needed to issue bonds.

Mr. Tim Taron and Mr. Steve Schnable, JMC Homes, recapped total number of units occupied and to be sold, reduction of tax, levying of tax in 2015, disclosure of taxes, and responded to Board inquiries.

The following individuals spoke:

- Mr. Doug Myer, resident
- Ms. Kimberly Stonebarger, resident
- Ms. Elda Yoshimura, resident
- Mr. Charles Wood, resident
- Mr. Jim Stonebarger, resident

Mr. Tom Johnson, Financial Advisor, responded to public comments regarding bond sale.

MOTION: Move to adopt resolution reducing maximum special tax

MOVED: Andy Vasquez SECOND: John Nicoletti

AYES: Andy Vasquez, John Nicoletti, Hal Stocker

NOES: Roger Abe ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2014-96, which is on file in Yuba County Resolution Book 45.

MOTION: Move to adopt resolution authorizing execution and actions related to special tax bonds

MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, John Nicoletti, Hal Stocker

NOES: Roger Abe ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2014-97, which is on file in Yuba County Resolution Book 45.

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

- A. (462-14) Notice from Yuba County Auditor enclosing Independent Audit of the financial records for Peoria Cemetery District for year ending June 30, 2013. Received
- B. (463-14) Notice from U.S. Small Business Administration advising of economic injury disaster loans available to California small businesses. Received
- C. (464-14) Notice from Pacific Gas and Electric Company regarding Narrows No. 2 Transmission Line Project, Reply to comments and recommended conditions. Received
- D. (465-14) Two notices from CA Office of Emergency Services regarding disaster designation for various primary and contiguous counties, including Yuba County, due to agricultural losses caused by drought. Received

- E. (466-14) Notice from Central Valley Regional Water Quality Control Board regarding ground water remediation of volatile organic compounds at site SS023 in Yuba County. Received
- F. (467-14) Notice from Child Care Planning Council enclosing report of activities and accomplishments for Fiscal Year 2013-2014. Received
- G. (468-14) Notice from Auditor-Controller enclosing Independent Audit for North Yuba Water District for years ending June 30, 2012 and 2013. Received

VIII. BOARD AND STAFF REPORTS

Supervisor Vasquez: Memorial Adjournment - Mr. Charles Velasquez

Supervisor Abe:

- RCRC Conference held September 24 - 26, 2014
- Requested Board consideration of position regarding the Sustainable Ground Water Management Act and US Army Corps and EPA expansion of definition of waters in the United States
- Report on northeastern California agricultural product contribution to the economy
- Article on jobs, education, and economics within County

Supervisor Stocker: Memorial Adjournment - Mr. Edward Popejoy

Supervisor Nicoletti:

- Memorial Adjournment - Mr. Richard Sokoloski and Mr. Lou McCumber
- Meetings attended:
  - FRAQMD October 1, 2014 meeting
  - Recology regarding Beale AFB services
  - Chamber Government of Government Affairs October 7, 2014 meeting

County Administrator Robert Bendorf: Sheriff Facility request for proposals

Mr. Bendorf left the meeting at 7:10 p.m. and did not return.

- IX. CLOSED SESSION: The Board retired into closed session at 7:11 p.m. and returned at 7:19 p.m. with all members present.

A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA/Confidential/Unrepresented/Management No report.

- X. ADJOURN: 7:20 p.m. in memory of Mr. Charles Velasquez, Mr. Edward Popejoy, Mr. Richard Sokoloski, and Mr. Lou McCumber.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

Approved: \_\_\_\_\_


# *The County of Yuba*

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## **Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board   
**Subject:** **Keystone Cemetery District Appointment**  
**Date:** October 21, 2014

### **Recommendation**

Appoint Robert Roberts to the Keystone Cemetery District for a term to expire October 21, 2018.

### **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Roberts current term who has been serving on the Board since 1994.

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

### **Fiscal Impact**

None due to appointment.

### **Committee Action**

None required.

attachment

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# The County of Yuba

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## Office of Clerk of the Board of Supervisors

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board   
**Subject:** Browns Valley Cemetery District Appointment  
**Date:** October 21, 2014

### Recommendation

Appoint Susan Lee to the Browns Valley Cemetery District for a term to expire October 21, 2018.

### Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Ms. Lee's current term who has been serving on the Board since 2011.

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

### Fiscal Impact

None due to appointment.

### Committee Action

None required.

attachment

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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)

October 21, 2014



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

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS *11/1/14 For*

SUBJ: Amendment #2 to Professional Services Agreement – Alleghany Road over Oregon Creek Bridge Rehabilitation Project (Bridge #16C0017)

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 2 for the Professional Services Agreement for Civil Engineering Final Design and construction support with Quincy Engineering Inc. for the Alleghany Road over Oregon Creek Bridge Rehabilitation Project and to authorize the chairman to execute the amendment.

### BACKGROUND:

The covered timber bridge on Alleghany Road over Oregon Creek is located approximately 0.1 mile northeast of the intersection of Highway 49 and Alleghany Road in the northeast portion of the County. The County has been working with SACOG and Caltrans to authorize funds for the design and rehabilitation of the bridge. The work done under the existing agreement includes civil engineering design, environmental, surveying, preliminary geotechnical engineering and hydraulics/hydrology analysis. The original agreement was executed by the Board Chair on December 28, 2010.

### DISCUSSION:

The historic covered timber bridge required multiple design alternatives during the preliminary design phase. Environmental work to fulfill the NEPA process was also completed during this phase. We have completed the Preliminary Engineering work and are ready to move onto the final design and permitting phase. The scope of the additional work is included on the attached exhibit labeled Scope of Work - Phase 2 and 3. Additional costs are also attached.

In order to complete the final design, produce bid documents and provide construction support the Consultant has requested a budget amendment of \$239,470 increasing the contract amount to a total of \$447,030.

### COMMITTEE ACTION:

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

### FISCAL IMPACT:

This bridge project is part of the federally funded Highway Bridge Program (HBP). The HBP will fund 100% (\$239,470) of the amendment cost.

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**PROFESSIONAL SERVICES AGREEMENT  
YUBA COUNTY PROFESSIONAL CIVIL ENGINEERING SERVICES**

**AMENDMENT # 2**

This is the SECOND amendment to the agreement, dated December 28, 2010, for Professional Civil Engineering services between the County of Yuba (COUNTY) and Quincy Engineering, Inc. (CONSULTANT).

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

- (1) Attachment A, SCOPE OF SERVICES AND DUTIES, Section A.1 is changed to read:

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included as Tasks 1-8 on the attached Scope of Work labeled as Exhibit 1. Additional services incorporated into the agreement as Amendment 1 include Scope of Work (Phase 2 – Preliminary Site Assessment) Task 5.2. Additional services incorporated into the agreement as Amendment 2 are on the attached Scope of Work (Phase 2 and 3) exhibit which is 5 pages. Additional costs for the Phase 2 and 3 work has also been included.

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

COUNTY shall pay CONSULTANT a contract fee not to exceed FOUR HUNDRED FORTY SEVEN THOUSAND THIRTY DOLLARS (\$447,030); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed FOUR HUNDRED FORTY SEVEN THOUSAND THIRTY DOLLARS (\$447,030) without a formal written amendment to this Agreement approved by the COUNTY.

- (3) OPERATIVE PROVISIONS, Item 2. TERM is changed to read:

Commencement Date: November 16, 2010

Termination Date: November 15, 2016

The term of this Agreement shall become effective on November 16, 2010, and shall continue in force and effect for a period of SIX (6) years, unless sooner terminated in accordance with the terms of this Agreement.

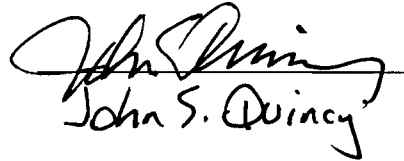
Scope of Work (Phase 2 and 3) with cost proposal and is included with this amendment as an attachment. All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on \_\_\_\_\_, 20\_\_\_\_.

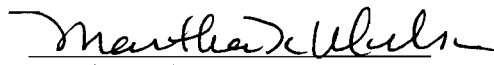
"COUNTY"  
County of Yuba

"CONSULTANT"  
Quincy Engineering, Inc.

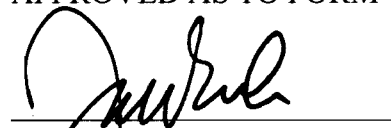
\_\_\_\_\_  
Board of Supervisors

  
John S. Quincy

INSURANCE PROVISIONS APPROVED

  
Martha Wilson,  
Risk Manager

APPROVED AS TO FORM

  
Angil Morris-Jones  
County Counsel

# Exhibit 1 - Scope of Work(Phase 2 and 3)

Quincy Engineering, Inc. personnel and its Project Team have provided plans, specifications, and estimates (PS&E) for a large number of Federal Highway Bridge Program (HBP) projects throughout California. Therefore, the Team recognizes the importance of maintaining close coordination and cooperation with the County throughout the PS&E process. With this in mind, we have developed and will utilize an efficient project approach that expedites this process. Tasks are defined and numbered in this discussion in accordance with the scope of work typical of HBP projects.

The Alleghany Road over Oregon Creek Bridge Replacement project (Br. No. 16C-0017) involves rehabilitating a historic wooden covered bridge in Tahoe National Forest. The existing wooden covered bridge is approximately 77 feet long by 12 feet wide and will be used for pedestrian and light vehicle traffic. The existing timber bridge is supported on rock and concrete wall type abutments. Phase 1 efforts (completed under the original agreement dated 12/28/2010) were directed to developing a preliminary strategy to restore the historic bridge which requires compliance with Section 106 of the National Historic Preservation Act and consultation with the State Historic Preservation Officer (SHPO) and also requires a Section 4(f) evaluation. Phase 2 and 3 efforts will be directed to developing the Final PS&E for the bridge and approach roadway rehabilitation, permit applications, bidding support, and construction support. QEI has assumed that the SHPO approved project is what has been approved by the County in the Draft Project Report (Rehabilitation of the Existing Bridge). This assumes that the FOE will be accepted and approved by SHPO as developed under Phase 1.

The development of the Final PS&E requires an approach that ensures that the work effort remains focused and productive. In order to accomplish this, the key personnel on the Team will implement a Project Management approach. By doing so, our Team can ensure a successful project delivery, on time and within budget, and will fulfill the County's needs. Quincy Engineering's approach for this project is as follows:

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## **TASK 2 – Project Management**

### **Task 2.1 – Project Management**

Communication is the key to a successful project. Our management style is very “hands on” from a coordination point of view and is a continuous activity from the scoping/negotiations phase through final design and construction.

### **Task 2.2 - Progress Meetings**

QEI will work with the County to schedule and attend meetings, prepare agenda items, and compile project meeting minutes for distribution. We anticipate up to 4 progress meetings, held approximately every 3 to 4 months or at critical milestones, to discuss the project status, review work in progress, and to resolve outstanding project issues.

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## **PHASE 2 – ADDITIONAL PRELIMINARY ENGINEERING & STUDIES**

### **TASK 5 – Additional Environmental Studies/Coordination**

Additional environmental coordination will be performed by North State Resources, JRP, and Taber

Optional HRER: At this time it is our understanding that a Historical Resources Evaluation Report (HRER) will not be required for this project. As an option, if needed, this report will be prepared for Caltrans and County review.

Preliminary Site Assessment (Phase 2): It is our understanding that Caltrans has requested this assessment during the field review (to determine possible presence of treated wood waste and lead containing materials). Taber will prepare this assessment and report for Caltrans and County review.

Additional SHPO Coordination: Because of the many unknowns related to processing such an historic bridge through the SHPO, JRP may need additional time to attend, participate, and coordinate with Caltrans to obtain approval from SHPO. For development of our cost proposal, this task is estimated at up \$2000.

### **TASK 6 – Additional Geotechnical Investigations/Engineering – Approach Roadway Retaining Walls**

Retaining wall foundation investigation, reporting, and design concurrence will be performed by Taber Consultants.

Taber will include design recommendations for the proposed retaining walls with the foundation report previously submitted under Phase 1 and detailed in that scope of work. The recommendations will be based on the information gathered for the bridge foundation report and additional site review and subsurface investigation in the areas of the proposed walls. Field review will consist of geologic reconnaissance of the retaining wall site(s) and observations of existing slopes/channel banks, foundation and roadway conditions. During field review the inboard wall locations

# Exhibit 1 - Scope of Work(Phase 2 and 3)

will be sounded using seismic refraction equipment to help determine general subsurface conditions along the wall alignments. Up to four auger borings will be drilled to identify the top of rock along or near the planned wall locations. These borings will not be sampled and are meant only to identify the depth to rock.

Recommendations for retaining wall(s) will be included in the bridge foundation report and will discuss structure foundation conditions/constraints and provide recommendations for type, level and loading of retaining wall foundation elements. Taber will discuss encountered earth materials and conditions with respect to their effects on construction.

## **PHASE 2 - FINAL DESIGN**

**QEI has assumed that the SHPO approved project is what has been approved by the County in the Draft Project Report (Rehabilitation of the Existing Bridge).**

### **TASK 9 - Final Design Engineering**

Prior to beginning final design, all 35% plan comments made by reviewing agencies, including the County, will be addressed.

#### **Task 9.1 - Design**

**Bridge Design:** The final bridge design will be performed in accordance with AASHTO LRFD Bridge Design Specifications 6th Edition with appropriate Caltrans amendments, the National Design Specification (NDS) for Wood Construction, and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method. Designs will include appropriate live load truck loadings (maintenance, Forest Service fire, and emergency vehicles) and pedestrian/bicycle loadings. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.6 (November 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used by the Team are "state-of-the-art" for bridge design.

**Approach Roadway Design:** The final approach roadway design will be performed in accordance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed per County standards.

**Environmental:** All on-site environmental mitigation plans, specifications, and estimates will be completed by the Team for inclusion with the roadway and bridge PS&E package. At this time, we do not anticipate major mitigation.

#### **Task 9.2 - Detailing**

Based on conversations with County personnel, the plan sheets will be prepared in English units using the County's and Caltrans' drafting standards. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. We anticipate the plans, specifications, and estimate (PS&E) will contain the following plan sheets for the bridge rehabilitation with roadway approach work (up to 22 sheets are anticipated). The covered bridge rehabilitation plan set is assumed to require up to 12 sheets:

Title Sheet & Location Map

Typical Section Sheet

Layout Sheet

Profile Sheet

Drainage Layouts

Construction Area Signs Sheet

Traffic Handling Sheet

Quantities Sheets

Construction Details

Drainage Details

Pavement Delineation & Sign Plans

Roadway Cross-sections (if required by County)

Bridge General Plan

Foundation Plan

Covered Bridge Rehab (assumed up to 12 sheets)

Retaining Wall Layouts

Log of Test Borings Sheet

#### **Task 9.3 - Submittal of 65% Plans (Unchecked Details)**

Open communication between the County's staff and the Team's design staff will allow both parties the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. We propose that a meeting be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans.

# Exhibit 1 - Scope of Work(Phase 2 and 3)

The Team will address in writing all 65% plan comments made by reviewing agencies, including the County. The written responses will be submitted with the 95% PS&E submittal. Resolution of major comments from reviewers will take place as soon as possible to ensure all concerns are addressed quickly and the project stays on schedule.

## Task 9.4 - Independent Design Check

An independent check of the designs will be performed. This involves a completely independent project analysis using the 65% bridge and roadway plans by an engineer that has not been intimately involved in the design. This is a big part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

## Task 9.5 – Specifications

QEI will prepare the technical specifications for the project based on Caltrans *Standard Special Provisions* (SSP). We will provide a hard copy and disc copy (Microsoft Word) of the technical specifications for the County's review. It is our understanding that the County will combine our technical specifications with the County boilerplate to complete the project special provisions and contract documents.

## Task 9.6 – Construction Quantities and Estimate

The construction quantities will be prepared independently by two engineers and checked against each other for accuracy. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities, unit costs, and a project cost summary. The estimate will be prepared in spreadsheet format for inclusion into the County's final bid package.

## Task 9.7 – Prepare Design Exception Fact Sheets

Design Exceptions Fact Sheets will be prepared for all required design exceptions identified during the project design.

## Task 9.8 - Quality Control and Constructability Review

QEI will ensure project quality at all levels of design through the implementation of our Quality Assurance/Quality Control Plan. This plan includes internal peer reviews and an Independent Bridge Design Check, as well as ensuring that all relevant agency review comments are incorporated into the project documents. As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the federal HBP program requirements. The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

## Task 9.9 - Submittal of 95% PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the 95% PS&E along with bridge design, design check, and quantity calculations, will be submitted to the County for their review. This submittal will include the "red-lined" set of plans with responses to Yuba County's review comments on the 65% plans.

## Task 9.10 - Submittal of Final (100%) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All apparent conflicts will be resolved in person or via telephone/fax as necessary. Appropriate modifications will be made to the plans, specifications, and estimate. We will furnish a final PS&E package in full-sized and half-sized plans as well as a hard copy and computer files (MS Word format) of special provisions for bidding purposes. It is assumed that the County will compile and duplicate the actual bid documents for advertising.

### Task 9 Products

- 65% Plans
- Design Exception Fact sheets
- Bridge Design & Check Calculations
- Quantity Calculations
- Construction Cost Estimate
- Construction Working Days Estimate
- Project specifications
- 95% PS&E
- QA/QC & constructability reviews
- 100% Final Signed PS&E

# Exhibit 1 - Scope of Work(Phase 2 and 3)

## TASK 10 - Obtain Environmental Permits

Environmental permit applications for the project will be performed by NSR.

NSR will coordinate with various agencies to obtain the necessary permits. The County will be responsible for filing and permitting fees. Based on the issues associated with the proposed project, NSR anticipates the following permits will be required:

- Section 404 Permit (U.S. Army Corps of Engineers)
- Section 401 Water Quality Certification (North Coast Regional Water Quality Control Board)
- Section 1600 Streambed Alteration Agreement (California Department of Fish and Game)

Construction of the new bridge is anticipated to result in temporary and permanent impacts to waters of the United States. All discharges of fill materials to waters of the United States require authorization under Section 404 of the Clean Water Act. NSR anticipates that the proposed project would qualify for Section 404 authorization under Nationwide Permit 14 (Linear Transportation Projects) from the U.S. Army Corps of Engineers (USACE), and that an Individual Permit would not be required. It is anticipated that any required mitigation would consist of restoration of temporarily disturbed areas, purchase of wetland mitigation credits, or payment of in-lieu fees; and that a detailed on-site mitigation program will not be required. Projects that require Section 404 authorization from the USACE must also obtain water quality certification from the Regional Water Quality Control Board (per Section 401 of the Clean Water Act). Additionally, any work affecting the bed or bank of Deep Ravine requires notification to the California Department of Fish and Game (CDFG). Based on the notification, the CDFG may require a Streambed Alteration Agreement before work begins.

After completion of the required technical studies and development of adequate project detail, NSR will prepare permit application packages suitable for submittal to the regulatory agencies. The County will be responsible for payment of any application fees. The Pre-Construction Notification (PCN) for authorization under Nationwide Permit 14 can be submitted after completion of the delineation report and cultural resources evaluation. However, any required consultation under the NHPA or Endangered Species Act must be completed before the USACE can issue authorization to proceed. The application packages for water quality certification and CDFG notification can be submitted when a public draft CEQA document has been circulated by the County. However, both the RWQCB and the CDFG cannot issue final authorizations until the CEQA process is completed and a Notice of Determination is available.

### Task 10 Products

- 404, 401, and 1600 Permits

### Task 11 Products

- ROW Appraisal, Acquisition and Certification (By County)

### Task 12 Products

- Responses to County and bidder inquiries

### Task 13 Products

- Response to RFI
- Shop plan review(s)
- Attend pre-construction meeting

### Task 14 Products

- As-built plans

## TASK 11 - Right-of-Way Engineering (by County)

Prepare Right-of-Way Maps & Legal Descriptions: After the County has approved the project geometrics, the Team will determine the right-of-way requirements, including property acquisitions and easements, and depict proposed right-of-way on the base sheets. It is our understanding that the County will then perform the right-of-way engineering. However, if needed, QEI can provide right-of-way engineering assistance, including the preparation of plats and legals, as an option. The County will perform right-of-way appraisal, right-of-way acquisition, and will prepare the right-of-way certification required prior to advertising the construction contract.

## PHASE 3 – Bid Assistance & Construction Support Services

### TASK 12 - Bidding Assistance

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, we will be available to provide analysis and recommendations concerning award of the contract.



# Exhibit 1 -Scope of Work(Phase 2 and 3)

## **TASK 13 - Construction Support**

After award of the construction contract, the Team will be available to continue providing services such as reviewing contractor submittals, reviewing shop plans, reviewing falsework and shoring plans and calculations, reviewing change orders, and making other field observations, at the Resident Engineer's or County's request. All activities include appropriate recommendations and documentation of the Team's activities. The Team will attend the project pre-construction meeting as requested by the County. **Due to the many unknowns associated with bridge rehabilitation of this type and for developing our cost proposal, this task is estimated at up to 100 hours.**

### **Optional Environmental Monitoring**

As a condition of the FOE, monitoring and reporting by a qualified Architectural Historian will be required during construction. Typically, this monitoring is done by the contractor as item work. As an option, the QEI Team can provide this service.

As a condition of the permits, we expect that a pre-construction survey for bats and nesting birds will be required. Typically, these surveys are done by the contractor as item work. As an option, the QEI Team can provide this service.

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## **Task 14 - Prepare As-Built Record Drawings**

When construction is completed, Quincy Engineering will prepare Record Drawings (As-builts) for the County's files. These as-builts will be based on information clearly marked on a set of contract plans prepared by the Resident Engineer. This task is estimated at up to 14 hours

Project Name: Alleghany Bridge over Oregon Creek  
 Project Number: Y03-100  
 Date: 3/20/2013

<b>Direct Labor:</b>		\$66,420.34
Overhead (1.595):		\$105,940.44
<b>Project Escalation (3.5% per year)</b>	1.0 yr @ 3.5%=	\$6,032.63
<b>A. Subtotal:</b>		<u>\$178,393.41</u>

**Subconsultant Costs:**

(1). MHM:		\$0.00
(2). Taber:		\$18,900.00
(3). NSR:		\$10,715.00
(4). JRP:		\$2,000.00
(5). Custom CAD Design (UDBE):		\$6,000.00

<b>B. Subconsultant Subtotal:</b>		<u>\$37,615.00</u>
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**Other Direct Costs:**

Plotter/Computer	0.0hrs	@ \$10.0	\$0.00
Travel	1300	@ \$0.555 per mi.	\$721.50
Phone/Fax			\$0.00
Delivery			\$200.00
Printing: Black Line			\$0.00
Mylar			\$0.00
8 1/2 X 11			\$300.00
11 X 17			\$400.00

**Misc.**

(1). Title Report:			\$0.00
(2). Survey Costs:	0	@ \$20.000 per hr	\$0.00
(3). Western Wood Structures:			\$4,000.00
<b>C. Direct Cost Subtotal:</b>			<u>\$5,621.50</u>

<b>A =</b>	\$178,393.41
<b>Fixed Fee (10.0%):</b>	\$17,839.34
<b>B+C =</b>	\$43,236.50
<b>Fee (0.0%):</b>	\$0.00

**TOTAL NOT TO EXCEED =** \$239,469.25

**NOTE:** Labor costs to be invoiced based on actual hourly rate plus overhead plus fee.  
 Subconsultants and Other Direct Costs to be invoiced at actual costs.

# The County of Yuba

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## HEALTH & HUMAN SERVICES DEPARTMENT

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**Jennifer Vasquez, Director**

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



**Michael Kinnison, M.D.,  
Interim Health Officer**  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director  
Tony Roach, CWS Program Manager *[Signature]*  
Health & Human Services Department

**DATE:** October 21, 2014

**SUBJECT:** Resolution Authorizing the Director of Health and Human Services to Execute Agreements for Professional Services with Licensed Foster Family Agencies and any amendments or pertinent documents thereto.

**RECOMMENDATION:** Health and Human Services Committee recommends Board of Supervisors approval authorizing the Director of Health and Human Services to enter into and execute Agreements for Professional Services with Foster Family Agencies, including but not limited to Creative Alternatives Foster Family Agency, for the provision of Intensive Treatment Foster Care (ITFC).

**BACKGROUND:** ITFC services are available to youth without a violent felony conviction in the Child Welfare or Probation systems with serious emotional and/or behavioral issues who are at risk of psychiatric hospitalization or being placed in a group home. The youth receive individualized, intensive, in-home therapeutic and behavior-management services in a family setting. ITFC foster parents receive specialized training and the youth are provided with support counselors.

**DISCUSSION:** Yuba County received approval from the California Department of Social Services to implement an ITFC Program administered pursuant to the Welfare and Institutions Code Section 18358. Program implementation requires the County to enter into an agreement with the Foster Family Agency participating in the ITFC Program.

**COMMITTEE:** The Human Services Committee recommended approval on October 7, 2014.

**FISCAL IMPACT:** Entering into Agreements with Foster Family Agencies will not impact County General Funds as placement costs for foster youth are paid in accordance with the rates determined by CDSS. The administrative responsibilities of the Department are mandated by State and Federal law and are funded with State and Federal Dollars.

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

**RESOLUTION AUTHORIZING THE )  
YUBA COUNTY HEALTH AND HUMAN )  
SERVICES DEPARTMENT TO ENTER )  
INTO AND EXECUTE AGREEMENTS )  
WITH FOSTER FAMILY AGENCIES FOR )  
THE PROVISION OF INTENSIVE )  
TREATMENT FOSTER CARE SERVICES )**

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

**WHEREAS**, Intensive Treatment Foster Care (ITFC) offers intensified services for foster youth who need extra structure and support not available in other foster settings. Foster youth who have serious behavioral problems or special emotional, social, and/or developmental needs are at greater risk of violent behavior, incarceration, hospitalization, or institutionalization; and

**WHEREAS**, ITFC services are available to non-Felony youth in the Child Welfare or Probation systems with serious emotional and/or behavioral issues who are at risk of psychiatric hospitalization or being placed in a group home. When given the opportunity to participate in ITFC, the individual attention each youth receives can positively impact their choices and increases their chances of reaching their full potential; and

**WHEREAS**, Yuba County received approval from the California Department of Social Services (CDSS) to implement an ITFC Program administered pursuant to the Welfare and Institutions Code Section 18358 et. seq. Program implementation requires the County to enter into agreement with each Foster Family Agency (FFA) that participates in the ITFC Program; and

**WHEREAS**, Yuba County Health and Human Services Department (YCHHSD) would like to enter into agreement(s) with FFA's, including, but not limited to Creative Alternatives Foster Family Agency, for the provision of ITFC services; and

**WHEREAS**, there is no increase in County General Fund cost associated with the ITFC program. Placement costs for foster youth are paid in accordance with the rates determined by CDSS. Social Services costs associated with all placements are budgeted in the corresponding fiscal year Foster Care Assistance Line Item. The

administrative responsibilities of the Department are mandated by State and Federal law and are funded with 1991 and 2011 Realignment and Federal dollars.

**NOW, THEREFORE, BE IT RESOLVED** by the Yuba County Board of Supervisors that the Director of YCHHSD is hereby authorized, upon review and approval of County Counsel, to enter into and execute standard Professional Services Agreements for the provision of ITFC services with authorized FFA's and the Director is granted permission to execute any amendments to the agreement and documents as may be required by the agreement. A copy of said Agreement and any amendments thereto shall be filed in the office of the Clerk of the Board, 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, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

County of Yuba

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angil P. Morris-Jones,  
Yuba County Counsel

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and Creative Alternative Foster Family Agency ("CONTRACTOR") in order to implement the provisions of Senate Bill (SB) 969, Chapter 832 (1995) and Assembly Bill (AB) 1473 (2012). Specific provisions of law are contained in Sections 18358 et seq. of the Welfare and Institutions Code (WIC) for the provision of Intensive Treatment Foster Care (ITFC).

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

### **OPERATIVE PROVISIONS**

#### **1. SERVICES.**

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

#### **2. TERM.**

Commencement Date: November 1, 2014

Termination Date: June 30, 2017

The term of this Agreement shall become effective on November 1, 2014, and shall continue in force and effect for a period of thirty-two months unless sooner terminated in accordance with the terms of this Agreement.

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

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be renewed by COUNTY under a new agreement following expiration or termination of this Agreement and CONTRACTOR waives all rights or

claims to notice or hearing respecting any failure to continue such services from CONTRACTOR.

### **3. FISCAL PROVISIONS.**

Fiscal provisions to this Agreement are set forth in Attachment "B."

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-6.

### **5. ADDITIONAL PROVISIONS.**

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

### **6. GENERAL PROVISIONS.**

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

### **7. DESIGNATED REPRESENTATIVES.**

The Director of Health and Human Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. Rene Salazar, Program Director, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

### **8. ATTACHMENTS.**

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

- Attachment A - Services
- Attachment B - Fiscal Provisions
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Confidentiality Provisions Statements
- Attachment I - Vendor Assurance of Compliance (CR-50)

## 9. TERMINATION

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

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

"COUNTY"

"CONTRACTOR"

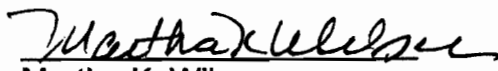
COUNTY OF YUBA  
COUNTY PLACING AGENCY

CREATIVE ALTERNATIVE FOSTER

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

\_\_\_\_\_  
Rene Salazar  
Program Director  
Tax ID # \_\_\_\_\_

### INSURANCE PROVISIONS APPROVED

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

### APPROVED AS TO FORM:

COUNTY COUNSEL

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



## **ATTACHMENT A SERVICES**

### **SCOPE OF SERVICES AND DUTIES**

#### **A.1 COUNTY SCOPE OF RESPONSIBILITIES AND DUTIES. COUNTY shall:**

**A.1.1** Identify the population of children to be served with priority given to identifying children in Group Homes for eligibility under WIC 18358, et seq.

**A.1.2** Determine the placement of eligible children in ITFC programs. All children placed in the program shall either have completed level of care assessment indicating a need for services greater than regular foster care or have their placement reviewed by the county placing agency. [WIC 18358.05(b)(2)(A) and 18358.23(a)]

**A.1.3** Monitor CONTRACTOR for compliance under WIC 18348, et seq. [WIC 18358.05(b)(2)(D)]

**A.1.4** Monitor the implementation of case plan for the child and provide routine case management services. [WIC 18358.05(b)(2)(D) and 18358.23 (c)-(d)]

#### **A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES. CONTRACTOR shall:**

**A.2.1** Provide participating ITFC foster parents with at least 40 hours of training in the care of emotionally disturbed children or children who have a serious behavioral problem before becoming an ITFC parent and before placement of a child pursuant to this program, 32 hours of ongoing in-service training within the first 12 months after becoming a certified ITFC foster parent; and 12 hours of ongoing in-service training each year thereafter. Training shall include, but not be limited to: working with abused and neglected children, behavior de-escalation techniques, and cardiopulmonary resuscitation and first aid. All training shall be completed prior to the child's placement in the home. In two-parent homes, placement may be made after one parent has completed 40 hours of training, provided that an additional 20 hours of ongoing in-service training are completed within 12 months after becoming an ITFC foster parent and provided that the second parent has completed 40 hours of training and completes an additional 20 hours of training within the first six months of certification of the foster parent as an ITFC foster parent. [WIC 18358.01(a)(2)]

**A.2.2** Provide ITFC foster parents with all necessary support services. [WIC 18358.10(a)(4)]

**A.2.3** Implement an effective 24 hours a day, seven days a week social work emergency response service to include the criteria for an in-person response and

define the timeframe in which in-person response will be made. Provide COUNTY with contact information for a 24-hour on-call administrator who is available to facilitate appropriate and timely responses to emergency situations.

**A.2.4** Caseloads for participating social work case managers shall be based on an average of eight children per full time worker or an equivalent thereof, except as provided in WIC Section 18358.30(b)(1). [WIC 18358.10(b)]

**A.2.5** Provide case management for the child, the biological parents of the child, and the ITFC foster parents.

**A.2.6** Each certified family home shall be assigned a trained in-home support counselor with experience in residential treatment. The support counselor shall have one of the following: [WIC 18358.10(c)(1)(A-C)]

**A.2.6.1** A bachelor's degree in a social science related field and at least six months of experience in working with emotionally disturbed children or children who have a serious behavioral problem.

**A.2.6.2** An associate degree in a social science related field and have at least one year's experience in working with emotionally disturbed children or children who have a serious behavioral problem.

**A.2.6.3** Upon approval of the county placing agency, the educational requirements may be waived for support counselors with at least two years of experience working with emotionally disturbed children or children who have a serious behavioral problem, and who demonstrate a combination of education, skills, and experience that meets the specific cultural and linguistic needs of the target population.

**A.2.7** Each in-home support counselor shall have completed 40 hours of training to include, but not be limited to, working with abused and neglected children, behavior de-escalation techniques, cardiopulmonary resuscitation, first aid and developing treatment plans for emotionally disturbed children or children who have a serious behavioral problem. All training shall be completed prior to placing a child in a certified family home for which the support counselor is assigned responsibility. An additional 20 hours of ongoing in-service training is required within the first 12 months after becoming an ITFC support counselor. [WIC 18358.10(c)(3)]

**A.2.8** Each in-home support counselor shall provide support service to the child and the foster family. This service shall include, but not be limited to: [WIC 18358.10(c)(3)]

**A.2.8.1** Structuring a safe environment for the child collateral contacts, and any administrative or training functions necessary to implement the child's needs and services plan.

**A.2.8.2** Developing the child's needs and services plan to ensure the services meet the child's needs and are appropriate to and consistent with the minimum level of service specified in WIC 18358.30. The child's individual needs and services plan shall be reviewed and approved by the certified ITFC foster parents.

**A.2.9** Within one month of placement, CONTRACTOR shall develop each child's needs and services plan which shall be agreed upon by the county placing agency and the certified ITFC foster parent(s) in accordance with WIC 18358.15 and 18358.20. The services CONTRACTOR shall provide or arrange for include, but are not limited to the following:

**A.2.9.1** Individualized needs and services plans that ensure continuity and stability in the placement of participating children in certified ITFC homes that meet the needs of eligible children, including children making the transition from institutional placement to non-institutional placement. The needs and services plan for each child in placement shall describe the specific needs of the child and the appropriate level of services provided to the child pursuant to WIC 18358.30.

**A.2.9.2** In-home and support services necessary to implement the case plan.

**A.2.9.3** Other necessary services for children in placement including medical, dental, and mental health services.

**A.2.9.4** Coordinate services with local education agencies and the service provider's nonpublic school, where applicable. [WIC 18358.10(d)]

**A.2.10** No more than one emotionally disturbed child or child who has a serious behavioral problem shall be placed in a certified ITFC family home unless CONTRACTOR provides COUNTY with a written assessment of the risk and compatibility of placing together two children who are emotionally disturbed or have a serious behavioral problem. More than two children who are emotionally disturbed or have serious behavioral problems who are siblings may be placed together in the same certified family home if the placement is approved by the county placing agency. However, there shall be no more than a total of five children living in a certified family home with two adults, and there shall be no more than a total of three children living in a certified family home with one adult,

except in cases where children living in the home other than those placed pursuant to this chapter are 15 years of age or older. [WIC 18358.15(b)]

**A.2.11** Any use of physical contact to manage the behavior of a child that is reported to CONTRACTOR pursuant to WIC 18538.25 shall in turn be reported by CONTRACTOR to the Community Care Licensing Division of California Department of Social Services (CDSS) as a special incident pursuant to Section 80061 of Title 22 of the California Code of Regulations. [WIC 18358.15(c)]

**A.2.12** CONTRACTOR shall submit a summary of the services and supports provided to each child to COUNTY on an annual basis including the type and cost of the services delivered. [WIC 18358.20(e)]

**A.2.13** CONTRACTOR shall have written policies and procedures and processes in place as set forth in WIC 18358.20.

**A.2.14** When the county placing agency and CONTRACTOR agree that alternative services are in the best interest of the child, CONTRACTOR may provide the following types of services in the lieu of in-home support services pursuant to WIC 18358.30(b)(4)(C).

- Therapy
- Behavior modification services
- Support counselor services
- Psychotropic medication and monitoring
- Respite services
- Family therapy to aid in family reunification
- Education liaison services to maintain the child in the classroom.

**A.2.15** Services funded by another public source shall not be counted in determining whether CONTRACTOR has met its obligations pursuant to this Agreement. [WIC 18358.30(g)]

**A.2.16** Comply and require its officers and employees to comply with the provisions of WIC 10850 and Division 19 of the CDSS Manual of Policies and Procedures to assure that any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

**A.2.17** CONTRACTOR shall not accept ITFC program placements from other counties without approval of COUNTY.

**A.2.18** Submit an annual summarized report to COUNTY by July 31<sup>st</sup> each year describing the type and cost of services delivered. [WIC 18358.20(e)]

**A.2.19** Provide COUNTY with CONTRACTOR's policies and procedures on how CONTRACTOR will provide or arrange for the following services and activities pursuant to WIC 18358.20:

**A.2.19.1** The system for recruiting, training, and supervising qualified in-home support counselors.

**A.2.19.2** How the program is structured to ensure the safety of the child, how suicide attempts, runaways, sexual acting out or, violent and assaultive behavior will be handled, and what will occur to reduce or eliminate future episodes.

**A.2.19.3** Frequency of treatment plan review, modifications of treatment plans, and the role of the foster family and the child's parents in development of the treatment plan.

**A.2.19.4** The process for recruitment, selection and training of foster parents, including respite foster parents pursuant to WIC 18358.20(h).

### **A.3 JOINT RESPONSIBILITIES:**

**A.3.1** Representatives of CONTRACTOR and COUNTY will meet at least quarterly to review case progress, service level and rates. The key objective will be to ensure focus on reducing service level as feasible and appropriate.

**A.3.2** Management staff of CONTRACTOR and COUNTY will meet quarterly to review and evaluate status of collaboration and compliance with WIC 18358 et seq.

**A.3.3** For the purpose of inter-agency management oversight, a review of case status every six months is required.

**A.4 TIME SERVICES RENDERED.** The services will be provided on such dates and at such times as mutually agreed upon by the COUNTY and CONTRACTOR.

**A.5 MANNER SERVICES ARE TO BE PERFORMED.** As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.6 FACILITIES FURNISHED BY COUNTY.** CONTRACTOR shall, at their sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

## ATTACHMENT B

### FISCAL PROVISIONS

**B.1 FISCAL PROVISIONS:** This Agreement does not set, nor imply a rate of payment to CONTRACTOR. Pursuant to WIC 18358.30, CONTRACTOR is entitled to reimbursement at a rate set by the CDSS, with or without entering into this Agreement. The CDSS rate is to be paid through COUNTY's Social Services Division, based on eligibility criteria established by the State of California. This Agreement in no way supersedes or modifies the eligibility and/or reimbursement rate issuance process as established by the CDSS. Annually CDSS sets and publishes the ITFC Authorized Rates for approved providers based on appropriate service level (I/II/III).

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## **ATTACHMENT C**

### **ADDITIONAL PROVISIONS**

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

**C.3 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR'S employees will execute appropriate certifications relating to reporting requirements.

**C.4 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

**C.5 INSPECTION.** CONTRACTOR'S performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

**C.6 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

**C.7 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**C.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable

local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C. 9 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY'S Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

**C. 10 ACCEPTANCE.** All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY'S representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

**C. 11 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

**C. 12 DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at [www.SAM.gov](http://www.SAM.gov). If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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## **ATTACHMENT D**

### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards

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

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

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

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

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

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

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the

California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

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

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

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

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

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

**D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the

context otherwise requires, the following definitions and rules of construction shall apply herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to COUNTY:

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

With a copy to:

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

If to CONTRACTOR:

Rene Salazar, Program Director  
2855 Geer Road  
Turlock, CA 95382

## **ATTACHMENT E**

### **INSURANCE PROVISIONS**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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**ATTACHMENT F**  
**COUNTY OF YUBA**  
**CONFIDENTIALITY PROVISIONS AND STATEMENTS**

**F.1 INTRODUCTION.**

For the purposes of carrying out a contract for group counseling services entered into between the COUNTY and Victor Community Support Services, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

**F.2 DEFINITIONS.**

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

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

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

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

**F.3 BACKGROUND.**

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

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

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

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

#### **F.4 PROVISIONS.**

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

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

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

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

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

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

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

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

**F.4.3** Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used

for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

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

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

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

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

#### **F.4.8 NOTIFICATION OF BREACH.**

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

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

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

**F.4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

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

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#### **F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

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

DATED: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Rene Salazar, Program Director

**ATTACHMENT I  
VENDOR ASSURANCE OF COMPLIANCE WITH  
THE YUBA COUNTY  
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

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

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

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

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

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

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Date

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Signature

2855 Geer Road, Turlock, CA 95382  
Address of vendor/recipient  
CR50-Vendor Assurance of Compliance

(08/13/01)

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# The County of Yuba

476-14

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## HEALTH & HUMAN SERVICES DEPARTMENT

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**Jennifer Vasquez, Director**

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



**Michael Kinnison, M.D.,  
Interim Health Officer**  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director   
Health & Human Services Department

Kathy Cole, Deputy Director   
Health & Human Services Department

**DATE:** October 21, 2014

**SUBJECT:** Resolution of the Board Authorizing the Health and Human Services Department to Enter into Agreement with First 5 Yuba for Grant Funds

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve the Resolution of the Board authorizing the Health and Human Services Department to enter into Agreement with First 5 Yuba for grant funds of \$60,000.00 for the period of October 1, 2014 through June 30, 2016; and further authorizing the Chairman to execute documents as required and to accept and transfer funds.

**BACKGROUND:** First 5 Yuba has made grant funds available to support proposals that fit within their strategic plan. The Health and Human Services Department through its Public Health Division has been awarded grant funds that will support First 5 Yuba's strategic plan. For the period of October 1, 2014 through June 30, 2015, the department has been awarded \$30,000.00. The attached budget transfer is for the appropriation of the \$30,000 for the first year of the grant. For the second year of the grant, July 1, 2015 through June 30, 2016, the \$30,000.00 will be appropriated in the 2015-2016 annual budget.

**DISCUSSION:** This Resolution of the Board would allow the Health and Human Services Department to enter into Agreement with First 5 Yuba for \$60,000.00 in grant funds to purchase car seats to help reduce injuries from motor vehicle accidents to children living in Yuba County

**COMMITTEE:** Due to time constraints this item was not presented to the Human Services Committee.

**FISCAL IMPACT:** Approval of this Resolution of the Board will not impact County General Funds.

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

**RESOLUTION AUTHORIZING THE  
CHAIRMAN TO ACCEPT AND ALLOCATE  
GRANT FUNDS FROM FIRST 5 YUBA FOR  
THE PERIOD OF OCTOBER 1, 2014 –  
JUNE 30, 2016, AND EXECUTE RELATED  
AGREEMENTS AND OTHER PERTINENT  
DOCUMENTS**

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

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**WHEREAS**, First 5 Yuba has made available funds to support proposals that fit within their strategic plan; and

**WHEREAS**, Yuba County Health and Human Services, through its Public Health Division, has been awarded grant funds in the amount of \$60,000.00, for the period of October 1, 2014 through June 30, 2016, to purchase car seats to reduce injuries from motor vehicle accidents to children living in Yuba County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Yuba as follows: That the Chairman is hereby authorized to accept and allocate \$60,000.00 (Sixty Thousand dollars) for the period of October 1, 2014 through June 30, 2016, and any subsequent funds awarded for the stated period; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of Yuba as follows: That the Chairman is hereby authorized to enter into and execute, upon review and approval of the County Counsel, agreements and other related documents as required by the grant application and the resultant grant agreement for the stated period; amend agreements for additional or lesser funding; and execute amendments

or memorandums of understanding developed under this grant. A copy of the said contracts or any amendment thereto shall be filed in the office of the Clerk of the Board, 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, by the following vote:

AYES:

NOES:


ABSENT:

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

\_\_\_\_\_

APPROVED AS TO FORM  
COUNTY COUNSEL

  
\_\_\_\_\_  
For Angil P. Morris-Jones  
County Counsel

WHITE - AUDITOR  
 YELLOW - COUNTY ADMINISTRATOR  
 PINK - DEPARTMENT

## COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE September 19, 2014

REQUEST FOR TRANSFER OR

TRANSFER # \_\_\_\_\_

## REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Health & Human Services - Health Division - 106REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 15

## BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE☐ ESTIMATED REVENUE DECREASE☐ APPROPRIATION DECREASED☒ APPROPRIATION INCREASED

ACCOUNT NO. NAME AMOUNT

106-0000-361.47-07	Grant Revenue	\$30,000

ACCOUNT NO. NAME AMOUNT

106-4700-441.22-00	Office Expense	\$2,920
106-4700-441.28-00	Special Dept Expense	\$27,080

## FUND TRANSFERS

## OPERATING TRANSFERS OUT

ACCOUNT NO. NAME AMOUNT


## OPERATING TRANSFERS IN

ACCOUNT NO. NAME AMOUNT


## GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT

## REASON FOR TRANSFER:

To appropriate additional revenue and expenditures for the new First 5 Car Seat Grant.

## APPROVED:

☒ AUDITOR-CONTROLLER

9/22/14  
Date

Signature



DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

9/22/14  
Date

Program Manager

TITLE

Approved as to Availability of Budget Amounts and Balances  
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

**FIRST FIVE YUBA COMMISSION****CONTRACT NO: 14-115**

THIS AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of October, 2014 by and between the FIRST FIVE YUBA COMMISSION ("Commission"), and COUNTY OF YUBA, a political subdivision of the State of California, on behalf of its HEALTH & HUMAN SERVICES DEPARTMENT, PUBLIC HEALTH DIVISION with its principal place of business at 5730 Packard Avenue, Suite 100, Marysville, CA 95901 ("Provider"), individually referred to herein as a "party" and collectively as the "parties."

**RECITALS**

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, Provider has successfully proposed Strategies to further the result areas in THE FIRST FIVE YUBA STRATEGIC PLAN; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work proposed in the Request for Proposal, submitted on July 30, 2014, which is attached hereto as **Exhibit D** and incorporated herein by reference.

NOW, THEREFORE, the Commission and Provider agree as follows:

**AGREEMENT**

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. REQUEST FOR PROPOSAL (RFP).

A. Provider agrees to use the funds awarded under this Agreement to pay for the services specified in its RFP Scope of Work (**Exhibit A**) for its Car Seat Safety Program.

B. Provider shall provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission. In the event of any conflict between any of the provisions of this Agreement

(including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

C. Provider represents that it has, or will secure at its own expense, all personnel required to perform the services indentified in the Scope of Service. All such services shall be performed by Provider or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Kathy Cole shall be Provider's project administrator and shall have direct responsibility for management if Provider's performance under this Agreement. No change shall be made in Provider's administration without the Commission's prior written consent. Furthermore, any staff changes for the following position shall require notice to the Commission: Office Specialist.

3. **CONTRACT TERM.** This Agreement shall begin on the date written above and shall terminate on **June 30, 2016**, which means that all work required by this Agreement shall be completed by that date.

4. **TOTAL PRICE CEILING.** Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of **SIXTY THOUSAND DOLLARS (\$60,000)**.

5. **BUDGET.** Provider shall use funds derived from this Agreement as outlined in the application budget submitted to and approved by the Commission, incorporated into the attached Expenditure and Progress Report as **Exhibit B** and incorporated herein by reference. Any modifications to specific line items that do not vary the budgeted line item by 10 percent or more may be approved by the Commission's Executive Director. Any modifications to specific line items that vary the budgeted line item by 10 percent or more require approval by the Commission.

6. **METHOD OF PAYMENT.**

B. Subject to Provider's performance of this Agreement and submission of the required quarterly evaluation data and Expenditure & Progress Report form with supporting documentation of all purchases, which may include copies of original receipts/invoices and/or general ledger reports and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse Provider for allowable expenses on a quarterly basis.

PERIOD	END OF PERIOD	EVALUATION REPORTS DUE	FISCAL REPORTS DUE
1 <sup>st</sup> Quarter of fiscal year	September 30 <sup>th</sup>	October 10 <sup>th</sup>	October 20 <sup>th</sup>
2 <sup>nd</sup> Quarter of fiscal year	December 31 <sup>st</sup>	January 10 <sup>th</sup>	January 20 <sup>th</sup>
3 <sup>rd</sup> Quarter of fiscal year	March 31 <sup>st</sup>	April 10 <sup>th</sup>	April 20 <sup>th</sup>
4 <sup>th</sup> Quarter of fiscal year	June 30 <sup>th</sup>	July 10 <sup>th</sup>	July 20 <sup>th</sup>

The required Expenditure & Progress Report form is set forth in **Exhibit B** and may be modified by the Commission from time to time.

D. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless Provider has obtained prior written Commission approval to the contrary.

E. Provider assumes full financial liability for services provided outside the terms of this Agreement.

## 7. INSURANCE.

A. General Liability. Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.

B. Automobile. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).

C. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

D. Professional Liability of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.

E. Said policies shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, Commission shall be named as additional insured. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement.

F. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

## 8. ASSIGNMENT AND SUBCONTRACTS.

A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.

B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract.

## 9. EVALUATION.

A. Provider shall collect data as required for evaluation purposes in a format defined by Commission staff and evaluator and **submit quarterly via e-mail** to Commission staff by the **10<sup>th</sup>** of the first month following the end of the quarter, meaning that for the quarter ending on March 31<sup>st</sup>, data shall be submitted by April 10<sup>th</sup> of that year.

B. Project staff with responsibility for data entry and evaluation reporting will participate in any potential training on data collection and evaluation provided by Commission or evaluator and will serve as the main point of contact for the evaluation of this project with Commission and its evaluation consultant.

C. Provider shall provide Commission with additional evaluation reports as outlined in **Exhibit C**, Evaluation Plan, as necessary.

D. Provider agrees to work collaboratively with other First Five Yuba funded projects,

E. Provider shall make such further fiscal and/or program evaluations and progress reports as may be reasonably required by the Executive Director concerning Provider's activities as they affect the obligations and purposes of this Agreement. The Executive Director shall provide Provider with any additional forms or access to a database or computer program which Provider is required to use. The Executive Director may approve modifications in the Evaluation Plan provided such modifications are consistent with the purposes and objectives of this Agreement.



10. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.

B. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee.

C. During and following the term of this Agreement, Provider agrees to promote First Five Yuba, its partners and parent kits programs, as well as place the First Five Yuba logo (which is located on the Commission's website) on all materials it distributes or otherwise circulates that were developed pursuant to this Agreement and for which Provider was compensated by the Commission.

11. TIME OF COMPLETION. Time is of the essence with respect to this Agreement. Provider agrees to commence and to complete the work within the time schedules outlined within this Agreement.

12. INDEMNIFICATION. Provider agrees to indemnify, defend (by counsel reasonably satisfactory to Commission's counsel), and hold Commission harmless from any and all liabilities which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of Provider's willful misconduct or negligent performance of this Agreement. Provider agrees to immediately notify Commission staff if any legal action is filed against Provider related to work funded by this Agreement.

13. CONFIDENTIALITY.

A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.

B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

14. QUALITY ASSURANCE; PROGRAM REVIEW, INSPECTION, & AUDIT.

A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.

B. Provider shall permit, at any reasonable time, personnel designated by the Executive Director to come on Provider's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.

C. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.

D. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.

15. LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. Provider agrees to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

16. NONDISCRIMINATION.

A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

17. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) Discriminate against anyone in employment or hiring based on religion; (B) Discriminate against any persons served based on religion; nor (C) Provide any religious instruction, worship, or counseling.

18. SMOKE-FREE PREMISES. Provider shall prohibit tobacco product use on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers, if applicable.

19. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

20. CULTURAL SENSITIVITY. Provider shall make every effort to ensure that clients receive from all staff members' effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and their preferred language. To that end, Provider shall make efforts to offer and provide language assistance services

including having bilingual staff and/or interpreter services to each patient/consumer with limited English proficiency at all points of contact.

21. SUSTAINABILITY.

A. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children & Families Commission will diminish in the future and that the Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.

B. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider or Provider's program. The ultimate responsibility for sustainability shall be borne by Provider. Commission may, if it chooses, be a partner with Provider in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Provider. Options for a Provider to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.

C. If appropriate for the Program, and as determined by the parties, Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from Commission staff where appropriate.

D. If appropriate for the Program, and as determined by the parties, Provider shall fully cooperate with Commission and others identified by Commission staff to address the goals of service integration.

22. NOTICES. Notices shall be given to Commission at the following location:

FIRST 5 YUBA  
1114 Yuba Street, Suite 147  
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

YUBA COUNTY HEALTH & HUMAN SERVICES  
5730 Packard Avenue, Suite 100  
Marysville, CA 95901

23. INDEPENDENT PROVIDER. Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

24. PUBLIC RECORDS ACT. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

25. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

26. TERMINATION.

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

C. This Agreement may be terminated for any reason by either party at any time during its term, by giving a thirty-day written notice to the other party.

27. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[Remainder of page intentionally left blank.]

28. **AUTHORITY.** By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

**FIRST 5 YUBA COMMISSION**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

**YUBA COUNTY HEALTH & HUMAN SERVICES**

\_\_\_\_\_  
Deputy Director

\_\_\_\_\_  
Date

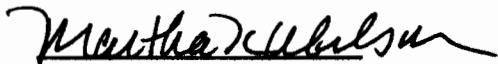
**Approved as to Form:**

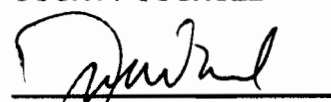
\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Date

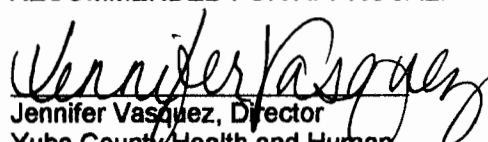
**INSURANCE PROVISIONS APPROVED**

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

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

  
\_\_\_\_\_  
for Angil P. Morris-Jones  
County Counsel

**RECOMMENDED FOR APPROVAL:**

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

**EXHIBIT A**  
**RFP SCOPE OF WORK**  
**(Document Attached)**

# ATTACHMENT A- SAMPLE PERFORMANCE MEASURES

Program Outcomes Identified in RFP	Performance Objective	Service Activity (The services or activities that are provided or conducted as part of achieving the program goal(s).)	Client Target (expected # of unduplicated clients receiving service and client type)	Verification Method (How you will measure)
Yuba County residents with a child ages 0-5 will receive car seat safety education	By 6/30/16, 750 Yuba County residents with children ages 0-5 will be able to identify car seat safety techniques	Car seat safety classes, taught in English, Spanish and Hmong	850 residents	Sign-in sheets Pre-and post-surveys during car seat classes
Yuba County residents, who need a safety- approved car seat, will receive a free car seat for their child ages 0-5	By 6/30/16, 750 Yuba County residents with a child ages 0-5 will receive a free, properly-fitting car seat	Providing a free car seat to car seat class participants	850 residents	Sign in sheets from car seat class Number of car seats given at each class
Develop and distribute a listing of car seat check locations, in Yuba and surrounding counties, to Yuba County residents with a child ages 0-5	By 12/31/14, a listing of local car seat check locations with be developed By 6/30/15, distribution of the listing will have begun	Research locations for car seat checks and create flyer Distribute flyer at car seat classes, to community partners, on Yuba County MCAH webpage, and at outreach events	1000	Flyer developed Sign-in sheets from car seat class Weblink Community partners provided listing Outreach activities done
Provide Yuba County residents with premature or low birth weight infants a specialty car seat	By 6/30/16, 6 premature infant seats will be purchased	Provide specialty infant car seat to caregivers of premature or low birth weight infants	6	Proof of purchase of specialty car seats Tally of Yuba County residents who were provided a specialty car seat



## EXHIBIT B

## EXPENDITURE &amp; PROGRESS REPORT FORM

<b>2014-2015 Itemized Budget Expenditure Report</b>					
<b>Contractor Name:</b>	<b>Yuba County Health &amp; Human Services</b>				
<b>Program Name:</b>	<b>Car Seat Safety Program</b>				
<b>Mailing Address:</b>	<b>5730 Packard Avenue, Suite 100, Marysville, CA 95901</b>				
<b>Phone:</b>	<b>530-749-6311</b>				
<b>Agreement Number:</b>	<b>14-115</b>				
<b>Agreement Period:</b>	<b>10/1/14 -6/30/15</b>				
<b>Reporting Per/Inclusive Months:</b>					
<b>Line Item</b>	<b>Current Expenses</b>	<b>Year to Date Expenses</b>	<b>Approved Budget</b>	<b>Ending Balance</b>	<b>% Expended</b>
<b>Salaries &amp; Benefits</b>					
Office Specialist	0.00	0.00	1,616.00	1,616.00	0.00%
Benefits	0.00	0.00	1,304.00	1,304.00	0.00%
<b>Total Salaries &amp; Benefits</b>	<b>0.00</b>	<b>0.00</b>	<b>2,920.00</b>	<b>2,920.00</b>	<b>0.00%</b>
<b>Services &amp; Supplies</b>					
Program Materials/Supplies	0.00	0.00	27,080.00	27,080.00	0.00%
<b>Total Services &amp; Supplies</b>	<b>0.00</b>	<b>0.00</b>	<b>27,080.00</b>	<b>27,080.00</b>	<b>0.00%</b>
<b>Total Project Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>0.00%</b>

## 2015-2016 Itemized Budget Expenditure Report

<b>Contractor Name:</b>	<b>Yuba County Health &amp; Human Services</b>				
<b>Program Name:</b>	<b>Car Seat Safety Program</b>				
<b>Mailing Address:</b>	<b>5730 Packard Avenue, Suite 100, Marysville, CA 95901</b>				
<b>Phone:</b>	<b>530-749-6311</b>				
<b>Agreement Number:</b>	<b>14-115</b>				
<b>Agreement Period:</b>	<b>7/1/15 -6/30/16</b>				
<b>Reporting Per/Inclusive Months:</b>					
<b>Line Item</b>	<b>Current Expenses</b>	<b>Year to Date Expenses</b>	<b>Approved Budget</b>	<b>Ending Balance</b>	<b>% Expended</b>
<b>Salaries &amp; Benefits</b>					
Office Specialist	0.00	0.00	1,692.00	1,692.00	0.00%
Benefits	0.00	0.00	1,400.00	1,400.00	0.00%
<b>Total Salaries &amp; Benefits</b>	<b>0.00</b>	<b>0.00</b>	<b>3,092.00</b>	<b>3,092.00</b>	<b>0.00%</b>
<b>Services &amp; Supplies</b>					
Program Materials/Supplies	0.00	0.00	26,908.00	26,908.00	0.00%
<b>Total Services &amp; Supplies</b>	<b>0.00</b>	<b>0.00</b>	<b>26,908.00</b>	<b>26,908.00</b>	<b>0.00%</b>
<b>Total Project Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>0.00%</b>

## Summary of Reimbursements

<b>Contractor Name:</b>	<b>Yuba County Health &amp; Human Services</b>
<b>Program Name:</b>	<b>Car Seat Safety Program</b>
<b>Mailing Address:</b>	<b>5730 Packard Avenue, Suite 100, Marysville, CA 95901</b>
<b>Phone:</b>	<b>530-749-6311</b>
<b>Agreement Number:</b>	<b>14-115</b>
<b>Agreement Period:</b>	<b>7/1/15 -6/30/16</b>
<b>Reporting Per/Inclusive Months:</b>	

Receipt Date	Receipt Amount	Agency/Vendor	Budgetary Line Item	SOW Purpose	Description	OFFICE USE RECEIPT ATTACHED
10/05/14 <b>EXAMPLE</b>	50.00	PIP Printing	Printing	Advertising Event	Flyers for Bike-A-Thon	<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
<b>Total</b>	<b>\$</b>					

## EXHIBIT C

### EVALUATION DOCUMENTS

### PERFORMANCE MEASURES

Strategic Plan Priority: Improve the Health of Children  
Agency: Yuba County Health Department  
Project: Car Seat Safety Program  
Term: 10/01/2014 – 6/30/2016  
Amount: \$60,000

PROGRAM OUTCOMES			
F5Y area (indicator)	Population measurement (tool)	Participant improvement area (indicators)	Participant measurement (tool)
Safety Education and Injury Prevention		Improve parenting knowledge and skills specific to car seat safety	Pre/Post Assessment - Participant Improvement
PROGRAM DELIVERY			
Service/Activity	Service Level Targets		Data Collection
Community class and distribution of car seats	850 residents		Compliance Report - Class Log - Pre/Post
Distribute low birth weight car seats	6 residents		Compliance Report
Community Education	Listing of local car seat check locations		Provide a copy of flyer
Target Population	Yuba County children 0-5 and families members; ethnicity; primary language		Participant Count Form
Fiscal Record Keeping	Quarterly submission of reimbursements		Itemized Budget Expenditure Report - Summary of Reimbursements

## Compliance Report – Quarterly Milestones

<b>Start Date - End Date</b>	<b>10/01/2014 – 6/30/2016</b>
<b>First Five Yuba Funded Program</b>	<b>Yuba County Health - Car Seat Safety Program</b>

### **Milestone 1: Car Seat Safety Classes**

Please provide the unduplicated number of Yuba County residents with children 0-5 participating in car seat safety classes and receiving a properly-fitting car seat each quarter. Please submit class log and PRE/POST surveys to F5Y each quarter.

	<b># of Residents (Target:850)</b>	<b># of Car Seats</b>	<b># of PRE/POST</b>	
Oct-Dec 2014 Qtr 2				
Jan-Mar 2015 Qtr 3				
Apr-Jun 2015 Qtr 4				
Jul-Sep 2015 Qtr 1				
Oct-Dec 2015 Qtr 2				
Jan-Mar 2016 Qtr 3				
Apr-Jun 2016 Qtr 4				
<b>Total</b>				

### **Milestone 2: List of Car Seat Check Locations**

Please provide a description of the steps you have taken to develop and distribute a listing of local car seat check locations during the October – December 2014 quarter keeping in mind the December 31, 2014 deadline date.

Please provide a description of the steps you have taken to distribute the list of local car seat check locations keeping in mind the June 30, 2015 deadline date.

Oct-Dec 2014 Qtr 2	
Apr-Jun 2015 Qtr 4	

### **Milestone 3: Premature or Low Birth Weight Car Seats**

Please provide the number of premature or low birth weight car seats distributed each quarter.

	<b>Number of Car Seats (Target: 6)</b>	
Oct-Dec 2014 Qtr 2		
Jan-Mar 2015 Qtr 3		
Apr-Jun 2015 Qtr 4		
Jul-Sep 2015 Qtr 1		
Oct-Dec 2015 Qtr 2		
Jan-Mar 2016 Qtr 3		
Apr-Jun 2016 Qtr 4		
<b>Total</b>		

**Milestone 8: Other Sources of Support**

**In-Kind Support:** Please list all in-kind contributions (these are non-cash contributions such as volunteer hours, use of rooms, free and reduced-price school lunches, surplus food, vaccinations, public education and assistance, etc.) Do not assign monetary values to In-kind support, and do not report this in the "Leveraged Funds" section.

Period	List Goods or Services	Source/Agency Name
Oct-Dec 2014 Qtr 2		
Jan-Mar 2015 Qtr 3		
Apr-Jun 2015 Qtr 4		
Jul-Sep 2015 Qtr 1		
Oct-Dec 2015 Qtr 2		
Jan-Mar 2016 Qtr 3		
Apr-Jun 2016 Qtr 4		

**Leveraged Funds:** Please list and describe all non-F5Y funding sources and amounts that support the project. (i.e., United Way financially supports the project in Q2; provide total amount, what it's used for and the amount match with F5Y funding because of the support.)

Period	Partner/Agency Name	Description of Match	Amount of Match Rec'd	Amount of Match Contributed by F5Y	Total Activity Amount
Oct-Dec 2014 Qtr 2					
Jan-Mar 2015 Qtr 3					
Apr-Jun 2015 Qtr 4					
Jul-Sep 2015 Qtr 1					
Oct-Dec 2015 Qtr 2					
Jan-Mar 2016 Qtr 3					
Apr-Jun 2016 Qtr 4					

**Milestone 9: Success Stories**

**Family/Child Success Stories:** These are stories about positive outcomes told from the parent's perspective. Stories told by actual service recipients are very powerful and help bring to life the depth and meaning of your work. Whenever possible Family/Child Success Stories should be crafted by the parents themselves. In order to encourage your clients to be the tellers of their own stories, please ask them to complete the PARENTS AS STORY TELLERS FORM.

*In the event you want to tell a Family/Child Success Story and the parents are not willing to complete the Parents as Story Tellers Form, you may tell the story from your (the Grantee's) perspective. In doing so, please utilize the questions provided in the SUCCESS STORY QUESTIONS section.*

Please indicated if you have included a Family/Child Success Story : ☐ Yes ☐ No ☐

Milestone completed

**Grantee/Provider Success Story:** These are stories told from the Grantee's or Service Provider's perspective and focus on the staff efforts that supported the client's success. When working with clients you often go above and beyond to give them the best services possible. Because of these "behind the scenes" efforts, programs are more effective, service barriers are eliminated or reduced, and the systems that serve clients are improved. We are interested in hearing these often-untold stories about how your staff members are making a difference -- not only in the lives of your clients -- but in the lives of their co-workers, and in the systems that serve children 0-5 and their families.

The Grantee/Provider Success story you tell will most likely include the basic client story in order to make sense, but it mainly **focuses on YOUR efforts** to provide quality services -- efforts that may or may not be visible to your clients. To help you tell your Grantee/Provider Success Story, please utilize the questions provided in the **SUCCESS STORY QUESTIONS** section.

Please indicated if you have included Grantee/Provider Success Story: ☐Yes ☐No ☐  
Milestone completed

#### **Milestone 10: Contractual Progress**

**Mid-Term:** Utilizing your most recent, approved Scope of Work (SOW), please provide an update on each objective and activity for a six month reporting period. Indicate your progress and/or achievements in meeting target numbers established in your SOW. (For example, if your SOW states you will provide 30 families with 12 home visits each per year, please tell us how many home visits you provided to each family and the total number of families served. Be sure to report duplicated and unduplicated numbers.)

In addition please include the following:

- a) If you will not meet the target numbers established in your SOW, please describe why by providing a brief summary of any challenges, barriers or unusual developments and how you will address them or modify the activities to address them.
- b) Include a description of major activities that you intend to accomplish over the next six months (e.g., hiring staff and activities to be conducted).
- c) Identify any changes you anticipate to the Scope of Work over the next six months.
- d) Identify any technical assistance needed to support the success of this project.

**Contract Term:** Within six months of the end of your contract please describe your current plan for sustaining the project beyond F5Y's investment.



# Participant Count Form

Program Name:

Report for Quarter:

<b>1- Population Served</b> <i>(Insert number of only new participants served this last quarter)</i>		
Children less than 3 years old		
Children from 3rd to 6th birthday		
Children ages unknown (birth to 6th birthday)		
Total children's population served	0	
Parents/guardians/primary caregivers		
Other family members <i>(i.e. children 6 and older, grandparents )</i>		
Providers		
Special Needs Children		
<b>2- Ethnic Breakdown</b>	Children	Parents/Guardians/ Primary Caregivers
Alaska Native/American Indian		
Asian/Hmong		
Black/African American		
Hispanic/Latino		
Pacific Islander		
White		
Multiracial		
Other (specify):		
Unknown		
Total	0	0
<b>3- Primary Language Spoken In the Home</b>	Children	Parents/Guardians/ Primary Caregivers
English		
Spanish		
Hmong		
Other (specify):		
Unknown		
Total	0	0



**EXHIBIT D**  
**REQUEST FOR PROPOSAL**  
**(Document Attached)**

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Jennifer Vasquez, Interim Director**

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



**Michael Kinnison, M.D.,**  
Interim Health Officer  
Phone: (530) 749-6366

Cynthia Sodari  
Executive Director  
First 5 Yuba  
1114 Yuba Street, Suite 147  
Marysville, CA 95901

July 24, 2014

RE: Yuba First 5 Grant Proposal

Dear Ms. Sodari,

Yuba County Health and Human Services is pleased to present this proposal for First 5 Yuba Commission to review. We look forward to partnering with you to provide car seat safety education and car seats to Yuba County residents age 0-5 years. The objective of this program is to continue to reduce motor vehicle accident injuries to Yuba County children.

In 2008, the car seat safety program distributed 69 car seats compared to 2013 when 420 car seats were provided to county residents. This increase in distribution is inversely proportion to the car seat fines collected. Car seat fines collected are the financial source for the purchase of the car seats. Along with providing car seats, Yuba County Health and Human Services provides education regarding proper selection and installation of car seats. Research from the Center for Disease Control and Prevention indicates that motor vehicle injury-prevention strategies that encompass both education and provision of free car seats are strongly suggested and have been proven to raise the rates of car seat use.

We appreciate the opportunity First 5 Yuba has presented for us to continue providing a valuable resource to the community. Please do not hesitate to contact me if you require any further information or have any questions concerning this proposal.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Cole".

Kathy Cole  
Deputy Director

## **Statement of Experience**

Yuba County Health and Human Services Department has a mission to seek preventative solutions and early interventions to promote safety, good health and economic self-sufficiency for Yuba County residents. Under the Health and Human Services Department, the Public Health Division serves to increase the health and health care access of all children, adolescents, women and men residing in Yuba County. One of the goals of Yuba County Public Health is to increase health by reducing the risk of injuries to children and adolescents in the community. To serve the mission of promoting early interventions and goal of reducing injuries from motor vehicle accidents to children living in Yuba County, the Public Health Division has been offering a car seat safety program free to County residents since 1995.

Motor vehicle accidents are a major source of injury and mortality for children aged 0-5, according to the American Academy of Pediatrics, the Centers for Disease Control and Prevention (CDC), and the National Highway Traffic Safety Administration (NHTSA). In the state of California, unintentional injuries ranked number one as the leading cause of death for children aged 1-5 for the years 2009- 2011, per Web-based Injury Statistics Query and Reporting System (WISQARS) produced by the National Center for Injury Prevention and Control and the CDC. The NHTSA's National Center for Statistics and Analysis 2011 Data indicates that proper use of car seats reduce the risk of fatal injury to infants age less than 1 year old by 71 percent and children aged 1-4 years by 54 percent. Properly-used car seats are proven to be effective in reducing the morbidity and mortality of injuries to children. Therefore, the car seat safety program enables Yuba County Public Health to minimize risk factors and prevent injuries to the children of Yuba County.

The Yuba County Public Health car seat safety program utilizes a two-part strategy to increase car seat use and reduce motor vehicle injuries in children. First, the program offers a no-cost car seat safety class taught by a car seat class facilitator who is a program aide trained in car seat safety. During each class, participants are provided education regarding car seat safety and proper selection of a car seat. Participants are also provided with an appropriate car seat to take home and are asked to complete the manufacturer car seat registration card, which is mailed by program staff after the class. The program aid also helps participants understand how their individual car seat works and explains the importance of receiving a car seat safety check from a certified car seat technician. The strategy of providing a safety class as a requirement to receive a free car seat seeks to educate participants not only of the importance

of utilizing a car seat but also of how to properly use a car seat to provide the maximum protection for each child. Per the NHTSA, proper fitting, installation, and use of a car seat have been proven to result in fewer injuries, fatalities, and drivers who violate Vehicle Code 27360. Provision of a new federally-approved car seat to participants reduces the potential use of car seats that have been previously recalled or involved in an accident. Additionally, research from the CDC indicates that motor vehicle injury-prevention strategies that encompass both education and provision of free car seats are strongly suggested and have been proven to raise the rates of car seat use.

Since 2008, 1,682 residents of Yuba County have received a car seat safety class and free car seat. Currently, Yuba County Public Health conducts two car seat classes a month at the Yuba County Health and Human Services Department. The Health and Human Services Department is conveniently located in the heart of Yuba County, between Marysville and Olivehurst in Linda. The Health and Human Services Department building offers easy access from Yuba-Sutter Transit, ample parking, ADA compliance, and facilities able to accommodate up to 105 persons. The car seat safety classes are available in English, Spanish, and Hmong. To qualify for the car seat class, participants provide proof of Yuba County residency and have a child aged 0-8. A comprehensive list of class participants is kept by Yuba County Public Health to ensure families access this program appropriately.

For the last 19 years, the car seat safety program has been funded by car seat violation court fines. All of the fines collected since 1995 have been used to purchase car seats for the program. From the period 2008-2013, the income from these fines decreased from approximately \$8000 to \$1000 per year, respectively. This sharp decline in fines has correlated with a recent surge of interest in the program, with 69 persons attending the car seat safety class and receiving a free car seat in 2008 to 420 persons attending class and attaining a free car seat in 2013. Unfortunately, this increase in demand and the steady decrease in court fines have led to the exhaustion of car seat safety program funds. With assistance from First 5 Yuba, Yuba County residents will continue to have access to free car seats and car seat safety classes for their children ages 0-5.

If awarded, Yuba County Public Health will use the First 5 Yuba allocation to not only continue but also further develop and expand the car seat safety program. With this funding, Yuba County Public Health will hold an additional car seat class each month, to a total of three classes taught per month. Currently, between 15 and 20 families attend each car seat safety

class. With one additional car seat safety class every month, Yuba County Public Health plans to serve a minimum of 425 residents per year. Yuba County Public Health would also like to expand the car seat safety program to provide specialty car seats to caregivers of low birth weight and premature infants. These car seats can cost up to twice the price of a regular car seat, and families are often not prepared for the additional expenditure of purchasing a specialty car seat. Residents wishing to receive a specialty car seat will be given priority when registering for a car seat class and will be prioritized and accommodated to the greatest degree possible to ensure the safety of their fragile newborns. Yuba County Public Health will work with the local family resource centers, Children's Medical Services, and the local birthing hospital to identify at least 6 families in need of a specialty car seat during the grant period. Finally, by December of 2014, Yuba County Public Health plans to develop the car seat safety program by creating and implementing a listing of car seat safety check locations in Yuba and surrounding counties. At least 1000 copies of the listing will be provided to every participant of the car seat safety classes and will also be distributed to community partners and at outreach events during the grant period.

As Yuba County Public Health has spent between \$22,000 and \$26,000 annually on car seats in the last three years, the majority of First 5 Yuba funding will be utilized to purchase car seats for children aged 0-5 years. Three types of regular car seats/ booster seats, such as the Evenflo Tribute 5 Convertible Car Seat, Maestro Harnessed Booster Seat, and Evenflo AMP Select Belt-Positioning Booster, will be purchased. One type of specialty car seat, such as the AngelRide infant car bed, for premature and low birth weight infants will be purchased. The court fines collected for car seat violations (approximately \$1000 annually) will be used to purchase car seats for those aged 6 years and up. All regular and specialty car seats purchased and provided to participants of the car seat safety program are federal safety approved.

In addition to the purchase of car seats, First 5 Yuba funds will be used to support 0.05 FTE of a bilingual Spanish office specialist. Personnel time in this position will be devoted to participant registration, car seat class outreach, organizing and compiling evaluation data, and purchasing of car seats. Yuba County Health and Human Services will assume the responsibility for the personnel costs associated with the supervising public health nurse, program aide, and financial analyst also involved with the car seat safety program. The supervising public health nurse will provide management of the car seat safety program, as well as troubleshooting and quality assurance. The program aide, as the car seat safety class

facilitator, will be responsible for teaching the car seat safety classes. The senior accounting technician will be responsible for the car seat safety program budget and invoicing, as well as fiscal record keeping and potential program audits. Yuba County Health and Human Services Department will also be responsible for in-kind costs such as building space and communication equipment, and other costs associated with implementation of the program. Yuba County Health and Human Services is able to meet the indemnification and insurance requirements for the First 5 Yuba grant.

To successfully implement and expand the car seat safety program, Yuba County Public Health will coordinate with community partners, such as family resource centers and the hospital, and internal partners such as Yuba County Child Welfare Services, CalWorks/CalLearn, and Eligibility divisions to provide their participants with information about the car seat safety program. During the funding period, Yuba County Public Health will continue to research alternative community collaborations and funding opportunities to explore other means to support this vital community service. To measure the success of the car seat safety program over the First 5 Yuba funding period, Yuba County Public Health will maintain important program evaluation data. Yuba County Public Health will keep records of the dates of car seat safety classes, the number of participants in each class, and how many car seats were provided. Yuba County Public Health will also keep records of the cost and number of car seats purchased during the grant period. In addition to the above, a copy of the car seat safety check listing created will be kept in a file, along with a listing of community locations that were provided this information and information about the car seat safety program.

Yuba County Health and Human Services has the sole car seat safety program in the county, and with assistance from First 5 Yuba, Yuba County families will have continued access to a car seat safety class and no-cost car seats. Availability of, and easy access to, federally approved car seats for Yuba County residents will limit the use of car seats that are outdated, recalled, or had been previously involved in a vehicle accident. Educating parents and care providers on car seat safety will lead to decreased car seat misuse in passenger vehicles. Proper car seats and safety education will in turn help to prevent motor vehicle accident injuries and fatalities for Yuba County children ages 0-5. Yuba County Health and Human Services is invested in continuing this vital resource for the community and looks forward to this opportunity to develop and expand the car seat safety program.

# ATTACHMENT A- SAMPLE PERFORMANCE MEASURES

Program Outcomes Identified in RFP	Performance Objective	Service Activity (The services or activities that are provided or conducted as part of achieving the program goal(s).)	Client Target (expected # of unduplicated clients receiving service and client type)	Verification Method (How you will measure)
Yuba County residents with a child ages 0-5 will receive car seat safety education	By 6/30/16, 750 Yuba County residents with children ages 0-5 will be able to identify car seat safety techniques	Car seat safety classes, taught in English, Spanish and Hmong	850 residents	Sign-in sheets Pre-and post-surveys during car seat classes
Yuba County residents, who need a safety- approved car seat, will receive a free car seat for their child ages 0-5	By 6/30/16, 750 Yuba County residents with a child ages 0-5 will receive a free, properly-fitting car seat	Providing a free car seat to car seat class participants	850 residents	Sign in sheets from car seat class Number of car seats given at each class
Develop and distribute a listing of car seat check locations, in Yuba and surrounding counties, to Yuba County residents with a child ages 0-5	By 12/31/14, a listing of local car seat check locations with be developed By 6/30/15, distribution of the listing will have begun	Research locations for car seat checks and create flyer Distribute flyer at car seat classes, to community partners, on Yuba County MCAH webpage, and at outreach events	1000	Flyer developed Sign-in sheets from car seat class Weblink Community partners provided listing Outreach activities done
Provide Yuba County residents with premature or low birth weight infants a specialty car seat	By 6/30/16, 6 premature infant seats will be purchased	Provide specialty infant car seat to caregivers of premature or low birth weight infants	6	Proof of purchase of specialty car seats Tally of Yuba County residents who were provided a specialty car seat

## ATTACHMENT B

STATEMENTS OF CERTIFICATION		AGREE (INITIAL)	DISAGREE WITH REQUIREMENT (INITIAL AND EXPLAIN IN A SEPARATE DOCUMENT)
1.	Services will be provided as described in the Request for Proposals, ending June 30, 2016.	AC	
2.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.	AC	
3.	All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle F5Y to pursue any remedy by law.	AC	
4.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Applicant or competitor for the purpose of restricting competition.	AC	
5.	The Applicant agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.	AC	
6.	Applicant will provide the Commission with any other information that the Commission determines necessary for an accurate determination of the Applicant's ability to perform services as proposed.	AC	
7.	If selected, the Applicant agrees to comply with all applicable rules, laws and regulations.	AC	
8.	Applicant agrees to the right of the County, State and Federal governments to audit the Applicant's financial and other records.	AC	
9.	Will permit official representatives of First 5 Yuba access to its facilities, staff, and records in conducting pre-award correspondence and/or site visits in connection with this proposal.	AC	
10.	Hereby authorizes First 5 Yuba to contact any references and/or sources named, herein, in order to verify funding, accreditation, performance, and other information deemed necessary for review of this proposal.	AC	

Kathy Cole  
Print Name

Kathy Cole  
Signature (Authorized Signer)





## **Budget Narrative**

### **Budget year 2014-2015**

#### **A. Salaries and Benefits**

##### **Office Specialist (5% FTE)**

*The office specialist assigned to the car seat safety program will be coordinating participant registration and car seat class outreach, organizing and compiling evaluation data, and purchasing of car seats.*

#### **B. Services and Supplies**

##### **Program Materials and Supplies**

- a. *Up to 250 convertible car seats will be purchased, at a cost of approximately \$55.00 per item*
- b. *Up to 250 booster car seats will be purchased, at a cost of approximately \$65.00 per item*
- c. *Up to 75 belt-positioning booster seats will be purchased, at a cost of approximately \$23.00 per item*
- d. *Up to 5 specialty infant car seats will be purchased, of cost varying between \$110 and \$150 per item*

### **Budget year 2015-2016**

#### **A. Salaries and Benefits**

##### **Office Specialist (5% FTE)**

*The office specialist assigned to the car seat safety program will be coordinating participant registration and car seat class outreach, organizing and compiling evaluation data, and purchasing car seats.*

#### **B. Services and Supplies**

##### **Program Materials and Supplies**

- a. *Up to 250 convertible car seats will be purchased, at a cost of approximately \$55.00 per item*
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- c. *Up to 75 belt-positioning booster seats will be purchased, at a cost of approximately \$23.00 per item*
- d. *Up to 5 specialty infant car seats will be purchased, of cost varying between \$110 and \$150 per item*

Yuba County  
Health & Human Services  
Interim Director  
J. Vasquez

Interim Health Officer  
M. Kinnison

PUBLIC HEALTH DIVISION

Deputy Director  
K. Cole

Vacant  
Director of Nurses

Supervising PHN  
L. Olsen

Epidemiologist  
B. Smith

Health Prog. Coord.  
M. Fair

Supervising PHN  
R. Mathra

Supervising PHN  
D. York

PHN I/II  
K. Agreya

PHN III  
N. Camarena

PHN II U/P PHN III  
C. Anderson

Physical Therapist  
C. Moore

PHN III  
C. Chung

Administrative Tech  
J. Crocker

CCS Case Manager  
M. Cook

Office Specialist  
S. Hunsinger

Office Asst. III/III  
V. Vanden

Office Asst. III/III  
L. Sheng

Vacant  
Health Education  
Spec. III

PHN III  
J. Anderson

PHN III  
S. Sawdich

Program Aide III  
Z. Her

Office Specialist  
C. Harris

Vacant-  
Health Aide

PHN II U/P PHN III  
A. Bailey

PHN III  
K. Serna-Zimmerman

Registered Nurse  
S. Hawkins

PHN III  
A. Salley

PHN III  
S. Yang

Office Specialist III  
M. Martinez

Vacant  
PHN III

## **ATTACHMENT D**

### **APPLICANT'S FINANCIAL CAPACITY**

Use this page as a cover sheet for financial documents.

(Check applicable documents)

☒ Submit the most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

OR

☐ If you do not have audited financial statements, please submit unaudited financial statements for the most current year (including balance sheets, income sheets, and statement of cash flow).

**YUBA COUNTY**  
**HUMAN RESOURCES & ORGANIZATIONAL**  
**SERVICES DEPARTMENT**  
 915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

**DATE:** October <sup>21</sup>~~14~~, 2014  
**TO:** Board of Supervisors  
**FROM:** Martha K. Wilson, Human Resources Director



**RECOMMENDATION**

Approve and authorize the Chair to execute the CSAC-EIA Medical Malpractice Extended Participation Agreement.

**BACKGROUND**

Yuba County has participated in the CSAC-EIA Medical Malpractice Program since 2002. During the last renewal period, the County was asked to sign an Extended Participation Agreement which provides the program's excess carrier, Lexington Insurance, with a bit more security and allows it to discount the premium.

**DISCUSSION**

Similar to the last renewal, the Medical Malpractice Committee is asking the members to provide an individual commitment to remain in the Program for the two-year period from 10/1/14 to 10/1/16, in exchange for a premium reduction. The Medical Malpractice Committee and our reinsurance partner, Lexington Insurance Company, recognize that continued member participation is important for ongoing stability of the Program. As an incentive for making such a commitment by 12/31/14, those members who do so will receive a premium reduction as long as we also achieve commitments from members comprising at least 75% of the premium base. More importantly, execution of the Agreement will lock in renewal terms with Lexington for the 2015/16 year at a not to exceed 25% increase in the event that MICRA passes, and a not to exceed 10% increase if MICRA does not pass.

**COMMITTEE**

This item has bypassed committee as it is administrative only.

**FISCAL IMPACT**

There is no fiscal impact associated with this change.

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**CSAC Excess Insurance Authority  
Medical Malpractice Program  
Extended Participation Agreement**

This Extended Participation Agreement ("Agreement") is entered into by and between the CSAC-EIA ("EIA") and the participating members of the Medical Malpractice Program ("Program"), consisting of counties and other public entities ("Public Entity").

**WHEREAS**, on September 12, 2014, the EIA's Medical Malpractice Committee ("Committee") approved an extended participation requirement for participating members covering the period from October 1, 2014 to October 1, 2016 (two-years); and

**WHEREAS**, the Program's excess carrier, Lexington Insurance, has agreed to extend their coverage commitment to October 1, 2016 and have agreed to provide a discount in their premium to the Program if a minimum number of participating members individually commit to not withdraw from the Program for two years; and

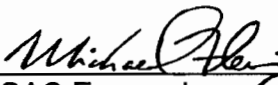
**WHEREAS**, the Committee has approved a plan in which participating members will be given the choice of executing this Agreement in exchange for a premium reduction. If a participating member fails to execute this Agreement the participating member will not receive this reduction.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein, the parties hereby agree as follows:

1. **Premium Discount.** Participating members who execute this Agreement shall receive a discount in premium as approved by the Committee, subject to paragraph 3.
2. **Term of Agreement.** The term of this Agreement is two years beginning October 1, 2014 until October 1, 2016 and each participating member hereby agrees not to withdraw from this Agreement prior to October 1, 2016.
3. **Minimum Participation.** In order for the Program to receive the agreed discount a certain minimum number of participating members has been agreed to by the Committee and Lexington Insurance. If a sufficient number of participating members fail to execute this Agreement as set forth in paragraph 4, the Program will not receive the agreed discount. If the minimum participation is not met, individual participating members that executed this Agreement will not receive the agreed discount and will be released from the terms of this Agreement.
4. **Time for Execution of Agreement.** Participating members shall have until January 1, 2015, to execute this Agreement.

5. **Future Commitments.** Participating members agree that the Committee may consider such two-year commitments in the future.
6. **Agreement and Amendment.** This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations or agreements by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means.


10/1/2014  
Dated \_\_\_\_\_

  
\_\_\_\_\_  
CSAC Excess Insurance Authority  
Chief Executive Officer/Secretary

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Authorized Representative  
Of (Member Name): \_\_\_\_\_

Please Print Name: \_\_\_\_\_

APPROVED AS TO FORM  
ENGIL P. MORRIS-JONES  
COUNTY COUNSEL  
BY 



# The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

MARTHA K. WILSON, DIRECTOR



478-14

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

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

**TO:** Board of Supervisors  
**FROM:** Martha Wilson, Human Resources Director  
*Martha Wilson*  
**RE:** Master Labor Agreement between the County of Yuba and the Yuba County Probation Peace Officers' Association  
**DATE:** October 21, 2014

## RECOMMENDATION

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

## BACKGROUND

This is the first Master Labor Agreement between the County and the Yuba County Probation Peace Officers' Association because employees represented by PPOA were previously represented by the Yuba County Employees' Association (YCEA). YCEA previously negotiated the majority of the provisions of the MLA and PPOA assumed those provisions.

The County and PPOA met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to an Agreement for the period beginning July 1, 2013, and ending June 30, 2016. This MLA includes the terms and conditions of that Agreement.

## DISCUSSION

The County and PPOA have continued to meet to discuss the portions of the YCEA MLA that did and did not apply to PPOA. The MLA presented here today is the final product of those discussions.

## FISCAL IMPACT

None. This is administrative only in that the terms and conditions have been previously approved and adopted.

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# **MASTER LABOR AGREEMENT**

**By and Between**  
**The County of Yuba**  
**And**  
**Yuba County Probation Peace Officers' Association**  
**(YCPPOA)**  
**Representing**  
**Bargaining Units #16 and 17**



**July 1, 2013 – June 30, 2016**

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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 Probation Peace Officers' Association, (hereinafter called the Union or PPOA) 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-Milias-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 an Agreement for the period beginning July 1, 2013, and ending June 30, 2016.

This is the first Agreement between the County and PPOA because employees represented by the Union were previously represented by the Yuba County Employees' Association (YCEA). YCEA negotiated the provisions of this MLA and PPOA assumed those provisions. The County and PPOA now make those provisions specific to what is negotiated between the County and PPOA.

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

**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 Juvenile Hall where a day is any 24 hour period beginning with the regularly scheduled work shift.

**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 reach 1,000 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.

**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.

Employees hired on or after 7/1/13: Service Computation Date (SCD) means an employee's most current hire date, adjusted 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.

**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 Association Recognition**

The County recognizes the Association 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 Deputy Probation Officer series and Group Counselors (#16) and Supervising Deputy Probation Officers and Supervising Group Counselors (#17) 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 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 – HOURS OF WORK**

### **Section 5.01 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 5.02 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
- Two work days of sixteen hours and one work day of eight hours (16/16/8), 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 5.03 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 5.04 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 5.05 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 5.06 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 5.07 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 5.08 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 5.09 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 6 – PAYMENT OF SALARY**

### **Section 6.01 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.

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 6.02 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 7 – COMPENSATION**

### **Section 7.01 Salary Adjustments**

Salary increases for the employees represented by PPOA will be:

Effective July 1, 2013, salaries for those positions represented by PPOA will increase by 2% of base salary.

### **Section 7.02 Future Salary Adjustments**

In addition to the above salary increase, the following COLA's will be implemented:

- A. Effective July 1, 2014, salaries for those positions represented by PPOA will increase by 2% of base salary.
- B. Effective July 1, 2015, salaries for those positions represented by PPOA will increase by 1% of base salary.

## **ARTICLE 8 – MERIT PROCEDURES FOR LONGEVITY / MERIT STEP INDEX (Employees hired prior to July 1, 2013)**

### **Section 8.01 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 8.02 Salary Determination or Adjustments**

Unless specifically stated otherwise, employees hired prior to July 1, 2013 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 8.03 To Determine an Employee's Monthly Salary**

- Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
- 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.
- 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.
- Round up to the nearest whole dollar.

## **Section 8.04 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 8.05 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 8.06 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 8.07 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 8.08 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 8.09 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). The employee will be given a Temporary SCD adjusted to reflect completion of from one to four years of prior service. The employee's SCD will be temporarily adjusted to reflect the advanced Index Rate.

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 8.10 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 8.11 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 8.12 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 8.10.
- C. **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 8.02 or 8.13 as applicable.

## **PROCEDURES FOR MERIT INCREASES FOR EMPLOYEES HIRED ON OR AFTER 7/1/13**

### **Section 8.13 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 the employee's Service Computation Date (SCD), consistent with the applicable sections of this Article.

<u>Step</u>	<u>Number of Years of Service</u>	<u>Index Rate</u>
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

### **Section 8.14. 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 8.15. 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 8.16. 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 8.17. Performance Based Merit Delay**

Salary Anniversary Date (SAD) delays for receiving a 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 8.18. 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 8.19. 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 9 – OVERTIME, COMP TIME, CALLBACK AND STANDBY

## Section 9.01 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:
  - 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. 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 work week. [Reference Section 12.01B Application of Overtime of this Agreement]

**Section 9.02 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 9.03 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 16 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 9.04 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.

### **Section 9.05 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 10 – ADDITIONAL COMPENSATION**

### **Section 10.01 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**

Employees in these designated positions shall be paid a premium compensation allocated as follows:

Employees shall receive **\$125** per month for bilingual pay.

## **ARTICLE 11 – ASSIGNMENTS REQUIRING TRAVEL**

### **Section 11.01 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 which is reviewed annually.

### **Section 11.02 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 11.03 Authorization Forms**

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

### **Section 11.04 Motor Vehicle Record Check**

Motor vehicle record checks may be made by Human Resources Risk Management Division 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 11.05 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.

## **ARTICLE 12 – BENEFIT PROGRAMS**

### **Section 12.01 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 12.02 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 (with the exception of a qualifying event as defined by CalPERS) 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. The County will pay 100% of the basic plan premiums for Health/Dental/Vision for the employee only. Effective January 1, 2015, the County will pay 90% of the basic plan premium for Health.
- C. The County will pay 80% of the basic plan premiums for Health/Dental/Vision for the employee plus one dependent and the employee plus more than one dependent. Effective January 1, 2015, the County will pay 70% of the basic plan premium for Health.

The County of Yuba agrees to continue the current level of coverage for the Health, Dental, and Vision Insurance for the term of the MLA. 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 PPOA agrees to meet with the County and other county recognized employee organizations to develop a "cafeteria benefit plan" intended to be a county wide replacement for current health, dental and vision benefit programs. If a successful plan design is developed it will be considered for implementation no earlier than January 1, 2015.

**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. 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 12.03 Affordable Care Act**

At such time as regulations are issued implementing the Affordable Care Act, the County and DSA 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 MOU will be modified or impacted by the Affordable Care Act during the term of this Agreement, it is agreed that the County and DSA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

### **Section 12.04 Life Insurance**

The County of Yuba provides life insurance coverage of twenty thousand dollars (\$20,000) for employees represented by the Union.

### **Section 12.05 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.

## **ARTICLE 13 - RETIREMENT**

### **Section 13.01 Retirement Formula**

Retirement formula will be determined in accordance with Public Employment Retirement Law, the Public Employees Pension Reform Act of 2013 and this Master Labor Agreement. Where conflicts arise the law will prevail.

Employees identified by CalPERS as Classic Members:

- The 2% @ 50 PERS Formula shall be provided for public Safety category employees.

Employees identified by CalPERS as PEPRA New Members:

- The 2.7% @ 57 PERS Formula shall be provided for public Safety category employees.

New CalPERS members after 7/1/2013, will have an employee contribution rate of at least 50 percent of the normal cost rate for the defined benefit plan, rounded to the nearest ¼ percent; adjusted periodically. As of 7/1/2013, this employee contribution is 10% for all Safety members.

All other current retirement benefits in the existing contract between the County and PERS shall remain in effect.

### **Section 13.02 Credit for Unused Sick Leave**

The County contracts with the Public Employees Retirement System (PERS) provide the Credit for Unused Sick Leave Benefit. 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 Article 15 Sick Leave Section 15.13 of this Agreement.

### **Section 13.03 Pre-Retirement Optional Settlement 2W Death Benefit**

- A. During Fiscal Year 2013-2014, County agrees to conduct an actuarial study for implementation of the Pre-Retirement Option 2W Death Benefit offered by CalPERS.
- B. The County agrees to implement the Pre-Retirement Option 2 Death Benefit on July 1, 2014, only if;
  - i. The cost associated with the actuarial valuation is reasonable in the opinion of the County Administrator and;
  - ii. The cost can be absorbed in the Fiscal Year 2014-2015 budget.



## **ARTICLE 14 - VACATION LEAVE WITH PAY**

### **Section 14.01 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 14.02 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 14.03 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 14.04 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 14.05 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 14.06 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 14.07 Maximum Accrual

Vacation leave shall be accumulated to a maximum limit as indicated below:

- A. Effective July 1, 2013, vacation leave shall accumulate to a maximum limit of 350 hours for employees hired after July 1, 1985, and shall remain the same for employees hired before July 1, 1985.
- B. Prior to July 1, 2013, vacation leave accrual limits were as indicated below:

Unit	Hire Date	Maximum Accrual
16 and 17	Before 7/1/1985	2 Years
16 and 17	After 7/1/1985	240 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 14.08 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.
- A. The Department Head shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- B. Denial of an employee's request for use of vacation leave must be based on business necessity.
- C. **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.).
- D. 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/SDI Exception:** An employee on Workers' Compensation leave or SDI may make an irrevocable choice before sick leave is exhausted not to use 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 one (1) month, nor may s/he be eligible for donation of catastrophic leave. [Refer to Article 18 Leave of Absence Without Pay].

## Section 14.09 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 14.10 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 15 – SICK LEAVE WITH PAY**

### **Section 15.01 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 15.02 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 17.02 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 15.03 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 that employee begins work within the 1st three working days of the month, then s/he shall accrue sick leave for that month.

### **Section 15.04 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 15.05 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.
- 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 15.06 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/SDI Exception:** An employee on Workers' Compensation leave or SDI may make an irrevocable choice before exhausting sick leave not to use 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 one (1) month, nor may s/he be eligible for donation of catastrophic leave. [Reference Article 18 Leave of Absence Without Pay of this Agreement]

## **Section 15.07 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 15.08 Recovery of SDI/WC Overpayment: Sick Leave Usage in Conjunction with SDI/WC**

For employees covered under the State Disability Insurance (SDI) program or Worker's Compensation Program (WC), sick leave may be used to supplement these benefit payments. In no instance, however, shall the combination of SDI, WC, sick 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, 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 15.09 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 15.10 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 15.11 Records**

Sick leave balances shall be maintained by the Auditor through payroll records.

### **Section 15.12 Loss of Sick Leave**

- A.     Any employee whose continuity of employment is broken for any reason other than Sections 15.13 and 15.14 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 15.13 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 15.14 Convert Unused Sick Leave for CalPERS Service Credit Upon Retirement**

The County contracts with CalPERS to provide Section 20965 Unused Sick Leave conversion for both the Miscellaneous and Safety 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 15.13 of this Article and convert the remaining balance of unused sick leave to service credit.

## **ARTICLE 16 – HOLIDAYS**

### **Section 16.01 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 9.03 Holiday Pay of this Agreement]

### **Section 16.02 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 16.03 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 16.04 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 17 – PAID LEAVE**

### **Section 17.01 Paid Administrative Leave**

Any regular or probationary employee of the County may be placed on administrative leave with pay by the appointing authority when extraordinary circumstances exist and such leave is necessary for the operation of the department.

### **Section 17.02 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 Article 15 Sick Leave Section Definition of this Agreement]

### **Section 17.03 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 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 regular salary.
- C. The employee shall be required to return to work on any day they is excused from jury duty with over an hour remaining of his/her work day, or charge the remainder of the day to vacation.

### **Section 17.04 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 18 – LEAVE OF ABSENCE WITHOUT PAY

### Section 18.01 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/SDI Exception:** An employee on workers' compensation or SDI may make an irrevocable choice before s/he exhausts his/her sick leave not to use vacation to supplement disability benefits. However, should the employee make such a choice, s/he may not use his/her vacation until s/he has returned to work full time for one (1) month, nor may s/he be eligible for donation of catastrophic leave.

### Section 18.02 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. [Reference Section 23.03 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 22.01 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 18.03 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 18.04 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 18.05 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 18.06 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 19 - 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 their designee.

## ARTICLE 20 - PROTECTED LEAVES

### Section 20.01 General Policy.

The County provides the following 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 leave.

# **ARTICLE 21 – EMPLOYEE PERFORMANCE APPRAISAL AND EVALUATION**

## **Section 21.01 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 21.02 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 21.03 Withhold Longevity/Merit Step Index Increase**

For employees hired before July 1, 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 8.06 Salary Anniversary Date for Merit/Longevity Index Rate Adjustments of this Agreement]

For Employees hired on or after July 1, 2013, see Section 8.13.



## **ARTICLE 22 – PROBATIONARY PERIODS**

### **Section 22.01 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 22.02 Computing the Probationary Period**

All probationary periods shall run from the 1<sup>st</sup> day of the month following the date of employment. In the event the date of employment is on the 1<sup>st</sup> day of the month, then the probationary period will run from that date.

### **Section 22.03 Acquisition of Permanent Status**

A probationary employee acquires permanent status upon completion of the probationary period.

### **Section 22.04 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 22.05 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 22.06 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 22.07 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 22.08 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 22.09 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 22.10 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 22.11 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 23 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY**

### **Section 23.01 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 23.02 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 23.03 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 22.05 Temporary Appointment of this Agreement]

### **Section 23.04 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 23.05 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 24.03 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.

## **ARTICLE 24 - LAYOFF AND REINSTATEMENT PROCEDURES**

### **Section 24.01 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 24.02 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 24.03 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 24.02 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. 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 32.03 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 24.04 Notice of Layoff**

The appointing authority shall provide written notice in person OR 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 24.05 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. 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 lay-off. 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.

- D. 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 24.06 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 24.07 Priority Consideration**

An employee who has received formal notice of separation from employment resulting from a pending layoff in accordance with Section 24.01 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, s/he is required to interview all employees whose names are submitted to him/her 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 22.07 Probationary Period Upon Transfer and Article 23 Transfers, Reassignments, and Promotional Opportunity of this Agreement.

### **Section 24.08 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 25 - PROHIBITED ACTIVITIES**

### **Section 25.01 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 25.02 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 25.03 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 26 of this Agreement entitled "Dismissal, Suspension, Reprimand, Demotion and Right of Appeal".

### **Section 25.04 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 26 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL**

### **Section 26.01 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 four steps depending on the severity of the problem and the number of occurrences: Letter of Reprimand; Suspension without pay; 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 26.02 Regular Employees - Disciplinary Action and Notice**

Any regular employee may be reprimanded, suspended, 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 a Public safety officer receives a formal written reprimand from a Department Head, the Public safety officer has thirty days after receipt of the letter to file a written or oral response to the letter. (In accordance with Section 3306 of the Government Code). 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, Demotion or Dismissal.** Before taking more serious disciplinary action, the Department Head must 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 administrative leave. 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 26.03 Causes for Discipline**

Each of the following constitutes cause for suspension, 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 25 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. Negligent or willful damage to public property or waste of public supplies or equipment.
- U. Failure or refusal to cooperate in an investigation being conducted by the County.
- V. 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 26.04 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 22 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 Human Resources Director may obtain a list of 5 hearing officers submitted by the American Arbitration Association and a Hearing Officer may be selected from said

list by alternatively striking names until one name remains. The party to strike the first name shall be selected by lot. The parties to the hearing 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 26.05 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 34.06, 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 unless the employee is fully reinstated.

### **Section 26.06 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 agendized for presentation to the Board of Supervisors in accordance with standard agendizing 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 26.05 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. 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.
3. The Hearing Officer shall have no power to award punitive damages.
4. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.
5. The decision of the Hearing Officer, as outlined in Section 34.06 B 1 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

## **ARTICLE 27 - GRIEVANCE PROCEDURES**

### **Section 27.01 Section Purpose**

The grievance procedures are intended to provide employees a means to have their grievance 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.

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 27.02 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 either party is absent from the normal work site for longer than a week, the grievance will 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 27.03 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:**

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 arbiter. The right to strike the first name shall be determined by lot.

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 arbiter. The parties may stipulate to a longer period of time for commencing with the grievance hearing.

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.

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 arbiter as the case may be. Subpoenas and subpoenas duces tecum shall be authorized as provided by Government Code Section 11450.05 et seq.

The arbiter shall render judgment as soon after the conclusion of the hearing as possible but in no event later than 30 working days after the close of the grievance hearing, unless mutually agreed otherwise by the parties. The arbiter's decision shall set forth which alleged violations, if any, are sustained and the reasons therefore. The arbiter's decision shall set forth findings of fact and conclusions of law. The arbiter may sustain or reject any or all of the charges filed in the grievance. The arbiter's opinion shall be advisory only.

The arbiter's opinion shall be filed with the Human Resources Director, the grievant and the



Clerk of the Board of Supervisors. If within 30 days of receipt by the parties of the arbiter'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 will review the transcript of the proceedings and shall, based upon such review, adopt, amend, modify or reject the findings of fact, conclusions of law, and/ or opinion of the arbiter. Either party may request written argument prior to the Board's decision. If such request is granted, the opposing party shall be provided adequate time to present a responsive written argument.

If neither party files such appeal within the above 30 day period, the decision of the arbiter shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.

Each party shall bear equally the cost of facilities, fees, and expenses of the arbiter and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.

The Human Resources Director shall execute the decision of the Board within ten working days of the decision.

## ARTICLE 28 - 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.

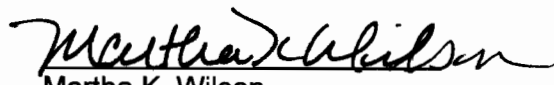
Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this Agreement, even though such subjects may not have been with the knowledge or contemplation of either or both parties at the time they signed this Agreement, unless required by 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.

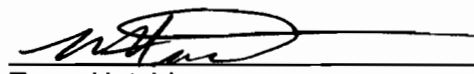
Signed and agreed upon on \_\_\_\_\_ by the following parties:  
(DATE)

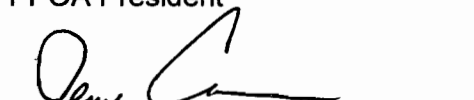
### COUNTY OF YUBA

\_\_\_\_\_  
John Nicoletti, Chair  
Board of Supervisors

  
Martha K. Wilson  
Human Resources Director

### PPOA

  
Tracy Hutchinson,  
PPOA President

  
Jerry Camous,  
PPOA Representative



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# Yuba County Employee Recognition Selected Winners 2014

## Outstanding Leadership

Cheryl Corniel

## Public Service Excellence

Michele Mazerolle

## Workforce Excellence

Tracy Bryan

## Exceptional Teamwork

Adult Services

## Workforce Excellence

"Sustained-Effort"

Michelle Ridgeway

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480-14

# *County of Yu*

## **Community Development & Services Agency**

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

### **Planning Department**

Phone: (530) 749-5470

Fax: (530) 749-5434

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

**DATE:**                    **October 21, 2014**

**TO:**                      **Board Of Supervisors**

**FROM:**                **Wendy Hartman, Director of Planning & Housing**

**SUBJECT:**            **Public Review Draft – Development Code**

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Notice of Availability: The Public Review Draft of the Development Code has been completed and will be released to the Board of Supervisors and the general public on October 21, 2014. Staff will provide a brief presentation on the layout of the Development Code along with a draft schedule of upcoming workshops and public hearings where the Board of Supervisors and general public will be able to receive additional information and provide verbal comments on the Draft Development Code prior to the final document being prepared.

The Public Review Draft of the Development Code will be available for review at:

- Yuba County Library;
- Community Development and Services Agency front counter; and,
- Board of Supervisors front counter.

The document will also be available on the Yuba County website at:

[www.yubazoningupdate.org](http://www.yubazoningupdate.org) or  
<http://www.co.yuba.ca.us/Departments/Community%20Development/Planning/>

Copies of the document may also be purchased at Copy City located at 515 D Street in Marysville.

The public comment period begins on **October 21, 2014** and ends on **December 5, 2014**.

A workshop on the Public Review Draft will be held on **November 19, 2014 at 6 p.m.** in the Yuba County Board Chambers.

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*COUNTY*

*DEPARTMENTS*

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# The County of Yuba

## Office of the County Administrator

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

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 jfleming@co.yuba.ca.us  
 rbrown@co.yuba.ca.us  
 gmull@co.yuba.ca.us  
 tcarlquist@co.yuba.ca.us

**DATE:** October 21, 2014  
**TO:** Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RB/emo*  
**BY:** Grace Mull, Management Analyst  
**RE:** Public Defender Services Contract – First Conflict

### RECOMMENDATION

It is recommended that the Board of Supervisors award the Public Defender Services – First Conflict contract to Michael J. Sullinger, Douglas Tibbits and Philippa Lauben and authorize the Chairman to sign.

### BACKGROUND

Counties are mandated to provide indigent defense services. Costs for these services are paid for by the General Fund. The Public Defender Services – First Conflict contract allows the County to provide legal defense for indigent defendants upon appointment by the Superior Court subsequent to the Public Defender declaring a conflict with the case.

County Administrative staff placed the contract out to bid through a Request for Proposal (RFP) process in late July as the current three-year contract for 1<sup>st</sup> Conflict Public Defender Services expires on October 31, 2014.

### DISCUSSION

Two (2) proposals were received and evaluated by a panel consisting of representatives from the Office of County Counsel, District Attorney and Public Defender. The evaluation considered cost, experience, availability and expertise, as well as responsiveness of the bid. Based on the evaluation, the panel recommended award of the contract to Michael J. Sullinger, Douglas Tibbits and Philippa Lauben.

All three (3) attorneys are experienced trial attorneys. Their combined case experience includes murder, assault, robbery, narcotics, and gang related crimes. The attorneys are all associated with the Law Offices of Michael J. Sullinger and will maintain their current office in Yuba City. They will be available for Yuba County Superior Court any time client representation is required and will be available to meet with clients at their office or at the Yuba County Jail when necessary.

## **COMMITTEE**

The Finance and Administration Committee reviewed this item on October 7, 2014 and recommended approval.

## **FISCAL IMPACT**

Through a negotiation process with the Attorneys, compensation will be provided in the following manner with Year One being included in the FY 2014-15 budget:

Year One: 11/1/14 – 10/31/15 - At the current contract rate of \$9,750 per month  
Year Two: 11/1/15 – 10/31/16 - \$9,945 per month  
Year Three: 11/1/16 – 10/31/17 - Rate to be negotiated between County and Attorney

**CONTRACT FOR LEGAL REPRESENTATION  
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this 21<sup>st</sup> day of October, 2014 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and MICHAEL J. SULLINGER, PHILIPPA LAUBEN, AND DOUGLAS TIBBITTS ("Attorney").

WITNESSETH

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, the expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the County; and

WHEREAS, Attorney represents and warrants that he is competent to render all legal services which are required by this Contract; and

WHEREAS, experience in handling criminal matters leads to effective representation and efficient handling of matters in the Courts; and

WHEREAS, it has been shown that a contract of a limited term without renewal rights makes it difficult to recruit and retain competent and experienced staff;

NOW THEREFORE, the parties hereto agree:

**A. SCOPE OF ATTORNEY SERVICES**

1.0 Attorney hereby agrees to provide legal representation for the following persons in Yuba County when appointed by the Superior Court of Yuba County:

a) "Adults" deemed indigent by the appointing Courts who are defendants in criminal cases (EXCLUDING, SEXUALLY VIOLENT PREDATORS 6602 WELFARE & INSTITUTIONS CODE CASES, AND MHO MENTAL HEALTH 6500 & 6502 WELFARE & INSTITUTIONS CODE CASES) or who require legal representation in connection with police identification or pre-statement counseling as set forth in (b), infra.

b) Attorney shall perform the services of First Conflict Attorney upon appointment by the Superior Court. Upon appointment by a Judge of the Superior Court pursuant to this agreement, Attorney shall represent criminal defendants in felony and misdemeanor cases in the Court.

c) Attorney agrees to accept cases that are assigned to Attorney by a Judge of the Court. It is however understood by the parties that case assignments will be made to the Attorney only in conflict situations, i.e. single defendant public defender conflicts, or where there are numerous defendants or numerous other parties in a case and the appointment of one or more public defenders to other defendants or parties necessitates the appointment of Attorney.

d) Attorney agrees to accept murder cases limited to a maximum of two (2) new cases per contract year and will be handled through completion.

e) In the event that Attorney is appointed by the Court for a capital murder (death penalty) case, Attorney and County agree to meet and confer concerning compensation to defray the expense of obtaining additional resources as may be needed.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Section 1 and shall provide daily representation in the departments of the Superior Court of Yuba County. Attorney shall be a full-time attorney

and shall also provide secretarial and other personnel and, except as may otherwise be provided herein, office space and all materials, equipment, facilities, and supplies necessary for the support of the personnel in the legal services specified herein.

2.1 During this contract, County shall review Attorney's compliance and performance under the contract and, at County's option, may at any time require Attorney to attend any meetings, interviews with County personnel or Judges to discuss such compliance and performance.

2.2 For the purpose of defining "full-time attorney" as required in paragraph 2.0, "full-time" shall include, but not necessarily be limited to:

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

#### B. CHANGE OF VENUE

3.0 In the event of a change of venue to a location outside of Yuba County, County shall reimburse Attorney for mileage and other actual and necessary expenses incurred in traveling between the City of Marysville and the location to which venue has been changed as follows:

- a) For reasonable and necessary travel by Attorney, his investigator, any member(s) of his staff, not to exceed a total of three (3) persons, or by any witness when said witness does not receive a mileage allowance as a matter of law. Said reimbursement shall be at the rate reimbursed to the District Attorney's Office or, if no

such rate is established, at the prevailing rate allowed private taxpayers by the IRS for each mile driven in the individual's privately owned automobile; provided, however, that in no case shall the cost of travel exceed the cost of available public transportation plus necessary incidental expenses related to the use of such public transportation.

b) For the reasonable and necessary cost of lodging and meals during the course of the trial by Attorney, investigator or any member(s) of his staff not to exceed a total of three (3) persons per diem.

Except as provided immediately above, Attorney shall be entitled to no additional fee, compensation or reimbursement in such cases.

#### C. SPECIAL COUNSEL

4.0 County shall bear the cost of special counsel appointed by the Court where such appointments are occasioned by bringing mass criminal charges resulting from natural disaster or civil disorder. County shall also bear the cost of special counsel with an expertise in DNA when deemed reasonable and necessary by the Court.

5.0 Where special counsel is appointed by the Courts as a result of:

a) The trial Judge's determination that Attorney has not provided effective and adequate legal representation; or,

b) Attorney's failure or inability to appear, unless due to a conflict of interest, the fees assessed against the County for the payment of such counsel shall be charged to and reimbursed by Attorney. The parties agree that such fees will be deducted from future monies otherwise due Attorney under this contract.



#### D. OTHER EXPENSES

6.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or Court order is not an additional charge against the County. In addition, Court or County shall pay for Attorney's investigator per ex-parte Order being submitted and approved by the Court which may be necessary for competent and adequate representation of defendants.

#### E. COMPENSATION

7.0 Compensation shall be provided in the following manner:

a) From November 1, 2014 to October 31, 2015, County shall pay Attorney at the rate of Nine Thousand, Seven Hundred and Fifty Dollars (\$9,750) each month, in arrears, through and including October 2015.

b) From November 1, 2015 to October 31, 2016, County shall pay Attorney at the rate of Nine Thousand, Nine Hundred and Forty Five Dollars (\$9,945) each month, in arrears, through and including October 2016.

c) From November 1, 2016 to October 31, 2017, County shall pay Attorney at a rate negotiated between Attorney and the County.

d) Payment warrants shall be issued to LAW OFFICES OF MICHAEL J. SULLINGER.

e) Said monthly amounts are payable in full on or before the thirteenth (13<sup>th</sup>) day of each month. Prior to receiving payment, Attorney shall, five (5) working days

prior to the thirteenth (13<sup>th</sup>) day, submit a County Claim to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein. Attached to the claim, the Attorney shall submit a monthly report for the prior month indicating the number of new assignments or appointments, the number of cases closed, the number of open cases and the number of conflicts that month.

f) Attorney shall be entitled to no additional compensation or reimbursement for any cost(s) incurred by Attorney in providing services required by this contract other than as provided herein.

g) Attorney and County agree that the price of the Contract is based on current staffing needs. In the event that staffing needs change as a result of state initiative, Court modifications or adoption of new programs not presently contemplated, the parties agree to negotiate and adjust the price and terms of the Contract accordingly.

h) Attorney and County agree that in the event one of the Attorneys named in this contract is unable to perform the duties of the contract, the remaining Attorneys will continue the services required of the contract. Any additions or deletions to the current Attorneys named in this contract will require a contract amendment.

#### F. COPY MACHINE

8.0 Attorney shall have access to the County photocopy machines and shall reimburse County for all reproductions on said machines at the rate per page established by County for County Departments.

#### G. AVOIDANCE OF CONFLICTS

9.0 Attorney represents and warrants to the County that, while this Contract is in effect, the performance of the legal services under Contract shall be the priority business of Attorney and any associates or employees of Attorney. Attorney covenants to decline to advise or represent clients, or undertake cases or legal projects, which foreseeably could conflict with services under this Contract.

#### H. INSURANCE REQUIREMENTS

10.0 Attorney shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits referenced in Attachment A – Insurance Requirements.

#### I. INDEPENDENT CONTRACTOR

11.0 For all purposes arising under this Agreement, Attorney shall be an independent contractor as provided by law; and Attorney and each and every employee, agent, servant, partner, shareholder, contractor and subcontractor of Attorney shall not be, for any purpose of this Agreement, an employee of the County. Furthermore, this Agreement shall not under any circumstances be construed or considered to be a joint venture or a joint powers agreement as described in Government Code section 6000 et seq., or otherwise. As an independent contractor, the following shall apply under this agreement:

a) Attorney shall determine the method, details and means of performing the services to be provided by Attorney as described in this agreement.

b) Attorney shall be responsible to County for the requirements and results specified by this Agreement and shall not be subject to County's control with respect to

the means, method, physical actions or activities of Attorney in fulfillment of the requirements of this Agreement.

c) Attorney is not, and shall not be, entitled to receive from, or through County, and County shall not provide, or be obligated to provide Attorney with Workers Compensation coverage, unemployment insurance coverage or any other type of employment or worker insurance or benefit coverage required by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

d) Attorney shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Attorney, any tax or money relating to 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) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County 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, plan or coverage designated for, provided to, or offered to County's employees.

f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

g) Attorney, at all times for the duration of this Agreement, shall represent and conduct himself as an independent contractor and not as an employee of County.

h) Attorney shall not have the authority, express or implied, to act on behalf of, bind or obligate County or any County department, County agent or County employee in any way without the written consent of the County.

J. CONTINUATION OF REPRESENTATION

12.0 Attorney shall carry to conclusion all matters pending at the expiration or termination of this Contract as to which the Court refuses to relieve the Attorney, or his staff of representation. Compensation for such continued services shall be set by the Judge in accordance with Penal Code section 987.3. As to all other cases then pending and for which the Court is willing to authorize a substitution of counsel for any new attorney providing First Conflict Attorney Services, Attorney shall be relieved of his obligation to provide further representation at the expiration of this Agreement. At such expiration, Attorney agrees to assign all existing open and closed cases, files, and records to the successor First Conflict Attorney.

K. TERMS AND TERMINATION

13.0 This Contract shall take effect November 1, 2014 and shall continue until October 31, 2017. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by the breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of

County to timely provide payment. Further, either party may terminate this Contract upon two months (60 days) written notice to the other party.

13.1 Attorney shall have an option to renew the Contract for a term equal to the original term. Attorney shall inform the County of Attorney's desire to renew the Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

13.2 The parties understand and agree that during the term of this Contract, County may solicit proposals for the provision of First Conflict Attorney Services to continue at the conclusion of this Agreement.

#### L. ENTIRE AGREEMENT AND AMENDMENT

14.0 This Contract contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto. Any contract currently in existence between the parties is hereby terminated and applicable notice provisions, if any, are waived. No addition or alteration of the terms of this Contract, whether written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties by a document equal in dignity to the execution hereof.

#### M. ASSIGNMENT

15.0 This Contract and the rights and duties hereunder shall not be assigned by Attorney, either in whole or in part, except as expressly provided herein without the prior express written consent of County.

N. NOTICE

16.0 Any notice required to be given hereunder shall be deemed given when deposited in the United States mail, postage fully prepaid, and addressed as follows:

COUNTY: County Administrator  
915 8<sup>th</sup> Street, Suite 115  
Marysville, CA 95901

ATTORNEY: Michael J. Sullinger  
1512 Starr Drive, Suite A  
Yuba City, CA 95993

O. STANDARDS OF REPRESENTATION

17.0 Attorney shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. Federal and State Constitutions require provision of competent counsel in criminal cases. In California, the test for determining competency of counsel in criminal cases is that of a “reasonably competent attorney acting as a diligent, conscientious advocate.” (*People v. Pope* (1979) 23 Cal 3d 412). Attorney agrees to provide competent legal services in conformity with the above standard. Specifically, the following duties and responsibilities of counsel as set forth in prior Court decisions and professional standards will be observed:

“Duty of careful, factual and legal investigation.” See *People v. Ibarra* (1963) 60 Cal 2d 460; *In re Saunders* (1970) 2 Cal 2d 1033; *ABA Standards on the Defense Function* (“ABA Standards”), section 4.1. Duty to take prompt action to protect a client’s legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed.

See ABA Standards, section 3.8. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. See ABA Standards, section 7.2(a) and (b). Duty to know and explore sentencing alternatives. See ABA Standards, section 8.1(b). Duty to Advise concerning appeals. See ABA Standards, section 8.2(a). Duty not to accept more cases than can be competently handled. See *Martin v. State Bar* (1978) 20 Cal 3d 717. Duty to not handle a legal matter which attorney knows or should know that he/she is not competent to handle. See ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule 6-101(a). Duty to maintain client confidence and secrets.

#### P. INTERPRETATION OF AGREEMENT

18.0 No inference in the interpretation or construction of this Contract is to be drawn or given because of the fact that it has been drafted by County. Each party agrees and represents that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.



IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above shown.

ATTEST

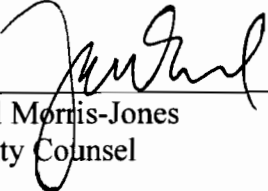
COUNTY OF YUBA

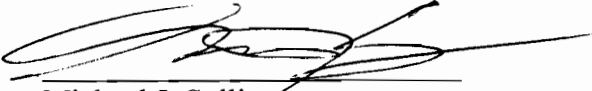
\_\_\_\_\_  
Donna Stottlemeyer,  
Clerk of the Board of Supervisors

\_\_\_\_\_  
John Nicoletti, Chairman  
Board of Supervisors


APPROVED AS TO FORM

ATTORNEY

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

  
\_\_\_\_\_  
Michael J. Sullinger

  
\_\_\_\_\_  
Douglas Tibbitts

  
\_\_\_\_\_  
Philippa Lauben

## **ATTACHMENT A – INSURANCE PROVISIONS**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ATTORNEY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$300,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to ATTORNEY’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

### **Other Insurance Provisions**

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

#### ***Additional Insured Status***

**COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of ATTORNEY; and on the CGL policy with respect to liability arising out of work or operations performed by or on

behalf of ATTORNEY including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the ATTORNEY's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

***Primary Coverage***

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

***Notice of Cancellation***

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

***Waiver of Subrogation***

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

***Deductibles and Self-Insured Retentions***

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

***Acceptability of Insurers***

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

***Claims Made Policies***

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, ATTORNEY

must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage***

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

***Subcontractors***

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

***Special Risks or Circumstances***

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



*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



482-14

BUI  
749-5440 • Fax 749-5415

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:** October 21, 2014

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
John Rohrbach, Code Enforcement Officer *JS*

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 1859 Turpin Street, 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 March 6, 2014, property owners Edward G. & Yvonne P. Stubbs were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of a vacant and dangerous substandard dwelling; overgrown weeds and vegetation; the maintenance of vector & vermin; the storage of solid waste, debris, junk and trash; and creating a visual blight.

Edward G. & Yvonne P. Stubbs did not request 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, the result being that Code Enforcement personnel oversaw the abatement of the violations on June 6, 2014. The demand for payment sent to Edward G. & Yvonne P. Stubbs remains unpaid, the total due now being \$17,481.06. Please refer to Attachment A for the Cost Accounting.

Edward G. & Yvonne P. Stubbs 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.

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.	CE14-0007
	)		
Plaintiff,	)	RE:	1859 Turpin Street
	)		Olivehurst, CA
vs.	)		
	)	APN:	013-082-007
Edward G. Stubbs	)		
Yvonne P. Stubbs	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 013-082-007 is located at 1859 Turpin Street, Olivehurst, CA 95961, and is owned by Edward G. & Yvonne P. Stubbs.
2. On March 6, 2014, property owners Edward G. & Yvonne P. Stubbs were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of a vacant and dangerous substandard dwelling; overgrown weeds and vegetation; the maintenance of vector & vermin; the storage of solid waste, debris, junk and trash; and creating a visual blight.
3. Edward G. & Yvonne P. Stubbs did not request 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 June 6, 2014, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance.
5. The property owners Edward G. & Yvonne P. Stubbs were served with written notice of this hearing.
6. A Hearing was held on October 21, 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, Edward G. & Yvonne P. Stubbs were ( ) were not ( ) present.

7. The administrative and abatement costs and penalties incurred total: \$17,481.06.

#### CONCLUSIONS OF LAW

1. Edward G. & Yvonne P. Stubbs were properly notified to appear before the Board of Supervisors on October 21, 2014 at 9:30a.m. to show cause, if any, why the administrative and abatement costs and penalties for the property located at 1859 Turpin Street, Olivehurst, CA, APN 013-082-007, 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 013-082-007 were properly incurred in the amount of \$17,481.06 and the property and its owners 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 \$17,481.06 shall be an assessment against the property located at 1859 Turpin Street, Olivehurst, CA, APN 013-082-007.
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 owners 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 21st day of October 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors  
County of Yuba, State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



## YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: October 21, 2014

Case #: CE14-0007

APN: 013-082-007

Owner: Edward G. & Yvonne P. Stubbs

Situs: 1859 Turpin Street, Olivehurst, CA

Date	Reason for Charge	Hours	Total
3/14/2014	Phone Call from Property Owner	0.25	36.75
3/17/2014	Office Visit from Prospective Buyer	0.25	36.75
3/31/2014	Reinspection	0.50	73.50
3/31/2014	PG&E Service Disconnect Request	0.25	36.75
4/28/2014	Reinspection	0.50	73.50
5/12/2014	Reinspection	0.50	73.50
5/20/2014	Pre-Abatement Contractor Walk Thru	0.50	73.50
6/6/2014	Inspection; Verify Abatement Completed	0.50	73.50
7/14/2014	Prepared Demand for Payment & Cover Letter		
	<b>Total Staff Hours Billed at \$147.00 per Hour</b>	<b>3.25</b>	<b>477.75</b>
3/6/2014	Unpaid Billing Statement #583		1,811.25
4/1/2014	Notice of Noncompliance		147.00
4/1/2014	CDSA Processing Fee, Recording		73.50
6/6/2014	Administrative Penalties @ \$80.00 Per Day (March 22, 2014 thru June 6, 2014) 76 Days		6,080.00
6/18/2014	Reimburse Contractor (GW Demolition)		6,800.00
10/21/2014	Cost Accounting Hearing, Before Board of Supervisors		1,470.00
10/21/2014	Release of Abatement Lien		147.00
10/21/2014	Notice of Compliance		147.00
10/21/2014	CDSA Processing Fee, Two Documents		147.00
10/21/2014	Recordation Fee, Two Documents		24.00
10/21/2014	CDSA Support Fee (6%)		156.56
		<b>Total</b>	<b>\$17,481.06</b>



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5434



915 8th Street, Suite 123, Marysville, California 95901

Edward G. & Yvonne P. Stubbs  
2500 N Hwy 59 #6  
Merced, CA 95340

### **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 October 21, 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 1859 Turpin Street, Olivehurst, CA, APN 013-082-007, 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: October 6, 2014

Certified Mail # 7013-1090-0000-2901-2667

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY: John Rohrbach  
John Rohrbach

Attachment B

# 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)

October 21, 2014



**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

TO: Yuba County Board of Supervisors

FROM: Michael Lee, Director of Public Works

SUBJ: Adopt Resolution of Necessity Authorizing the Condemnation of Property for the East Linda Community Park and Approve Associated Appraisal

### RECOMMENDATION:

After conducting hearing, that the Board adopt the attached Resolution of Necessity authorizing the condemnation of property for the East Linda Community Park and approve the associated appraisal.

### BACKGROUND:

The East Linda Specific Plan, approved by the County in 1990, included a community park on the south side of Hammonton-Smartsville Road, west of and adjacent to the Marysville Joint Unified School District property.

The South Yuba Drainage Master Plan proposes a 6-acre regional detention basin at the same location as the proposed community park. It is envisioned that 6 acres of the proposed park site acquisition will serve a dual purpose, as the regional detention basin.

Development in East Linda has progressed to a point, and adequate funds have been collected, wherein it is time to proceed with the acquisition of the property for the proposed park site and detention basin.

### DISCUSSION:

The County hired Integra Realty Resources of Sacramento (a certified appraiser) to professionally appraise the property proposed for acquisition. The appraisal was completed using a valuation date of December 21, 2013, as agreed upon with the property owner and their attorney. Integra Realty Resources identified a highest and best use value of \$13,000/acre, for a total purchase price of \$260,000. A copy of the Appraisal Summary Statement is included with your agenda packet and a copy of the full appraisal is filed with the Clerk of the Board.

The owner of the property was offered the appraised value for their property in letter dated August 26, 2014 (copy attached). The owner indicated that was not an acceptable value, and after failed negotiations, they have requested we proceed with the condemnation process. In light of this, we are recommending moving forward with the eminent domain proceedings. The first step in these proceedings is to adopt a Resolution of Necessity for acquiring the property.

**COMMITTEE ACTION:**

The Land Use & Public Works Committee was bypassed as this item was previously discussed with the full board and the hearing requires full board action.

**FISCAL IMPACT:**

The cost of the park land acquisition will be funded from Trust 190, East Linda Park Fees, and Trust 712, ELSP Park Land Dedication.

# 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

August 26, 2014

Roberta C. Butler  
c/o Rick Butler  
6394 Larkin Road  
Live Oak, CA 95953

Dear Mrs. Butler:

**SUBJECT: Yuba County – East Linda Community Park – Offer to Purchase Property  
Portion of APN 021-150-061**

Dear Mrs. Butler,

As you are aware, the County seeks to acquire a portion of the property you own, located along Hammonton Smartsville Road, for the construction of a future community park. We extended an offer to you last year, which you rejected. In response to our offer, you hired your own appraiser and an attorney. We subsequently met with you and your attorney in attempts to negotiate a mutually acceptable purchase price; however, you were not willing to provide us with a copy of your appraisal, which we can only infer is because you could not reasonably substantiate any higher value. As a result, it is no surprise that negotiations failed. What was agreed to by both parties, however, was that December 20, 2013, would be the official valuation date for appraisal and acquisition purposes. In response to this agreement, the County had our appraisal updated to the agreed upon valuation date, a copy of which is attached.

The County also agreed to reduce the size of the proposed acquisition from approximately 40 to 20 acres (see attached map for location of 20 acres). This was done in good faith because you indicated that you know best how to maximize the development potential and value of your land. Our updated appraisal and offer reflect this reduction in size.

To summarize, the County's purchase offer is as follows:

Portion of 021-150-061 - Fee Simple       $20.0\pm \text{ acres} \times \$13,000/\text{acre} \times 100\% = \$260,000$

The County's offer is the full amount determined to be just compensation for your property. Also enclosed is a copy of the "When a Public Agency Acquires Your Property" brochure. Please let me know if I can answer any questions you have regarding the County's property acquisition process, the contents of this letter, or the enclosed Draft Acquisition Agreement.

As we have met with you previously and failed to reach a mutually acceptable purchase price, we are providing you two weeks from the date of this letter to inform us of your acceptance or denial of this offer. Therefore, unless you inform the County within two weeks that you accept



**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

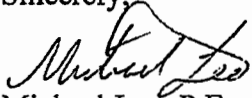
**PLANNING**  
749-5470 • Fax 749-5434

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

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

this offer, we will proceed with scheduling the Resolution of Necessity Hearing to be held in front of the Board of Supervisors.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Lee".

Michael Lee, P.E.  
Public Works Director



## Summary of Salient Facts and Conclusions

Property Name	20+/- Acre East Linda Park Site	
Address	WS Sutter Street	
	Marysville, Yuba County, California 95901	
Property Type	Land - Land	
Owner of Record	Roberta C. Butler / Butler Family Living Trust	
Tax ID	Portion of 021-150-061	
Land Area	20.00 acres; 871,200 SF	
Zoning Designation	PF, Public Facility	
Highest and Best Use	Speculative land use, including recreational use	
Exposure Time; Marketing Period	12 months; 12 months	
Effective Date of the Appraisal	December 20, 2013	
Date of the Report	May 19, 2014	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	6	
Range of Sale Dates	Sep 12 to Feb 14	
Range of Prices per Acre (Unadjusted)	\$7,905 - \$29,749	
Market Value Conclusion	\$260,000	(\$13,000/Acre)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Yuba County Public Works may use or rely on the information, opinions, and conclusions contained in the report. The summary shown above is for the convenience of Yuba County Public Works, and therefore it is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

### Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify

1. It is an extraordinary assumption of this report that the exact subject site area is not yet determined and only those portions of Tax Parcel 021-150-061 that are zoned PF (Public Facility) are the subject of this appraisal and/or part of the proposed East Linda Park site.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None

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

**RESOLUTION OF NECESSITY AUTHORIZING)  
THE CONDEMNATION OF PROPERTY FOR     )  
PARKLAND PURPOSES AS DESIGNATED     )  
THE COMMUNITY PARK IN THE EAST        )  
LINDA SPECIFIC PLAN                     )**

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

**WHEREAS**, the East Linda Specific Plan (ELSP) sought to remedy the lack of parks in the community of Linda at the time of the plan's adoption (adopted 1990) by strategically planning specific parks that not only were intended to not only satisfy the active and passive recreational needs of the community of Linda, but also aid in the area's poor drainage infrastructure; and

**WHEREAS**, the ELSP included five parks with a combined total of 75.2 acres. The five parks consist of a 40-acre community park, thorough which the Linda Creek floodway passes, and four smaller neighborhood parks of 6.8 to 9.4 acres in size. The parkland in the ELSP was designed to meet the rate of 4.8 acres of park per 1,000 residents. As of 2013, only two neighborhood parks consisting of a total of 14.6 acres have been built out, which is well below the designed 4.8 acres of parkland per 1,000 residents the ELSP designated, making the lack of parks serving both the active and passive recreational needs of the community of Linda a serious problem; and

**WHEREAS**, the 20-acre parcel (a portion of APN 021-150-061) the Yuba County Public Works Department is seeking to acquire for parkland purposes was designated as part of the 40-acre community park in the ELSP. The County's acquisition and development of planned ELSP community park would increase the total park acreage to 34.6 of the 75.2 acres called out in the specific plan and the Yuba County Parks Master Plan adopted in 2008; and

**WHEREAS**, the 40-acre Community Park was designed in the ELSP to help improve the poor drainage and surface flooding in the community of Linda by providing stormwater detention basins that would serve as both flood prevention as well as passive recreation. The 40-acre parcel site's importance to the drainage of the community of Linda was further emphasized in the updated South Yuba Drainage Plan (updated 2012) by the drainage plan specifically discussing the County acquiring a 20-acre portion of the 40-acre parcel for the County to develop a regional detention pond that is consistent with the detention basin called out in the ELSP; and,

**WHEREAS**, the County of Yuba requires the designated property in order to further the goals of adequate parkland acquisition and to provide adequate drainage infrastructure and has not been able to secure the property through negotiation with the property owners ; and

**WHEREAS**, pursuant to Government Code section 7267.2, offers were made to the herein identified property owners and those offers have not been accepted or other barriers to the negotiations were identified; and

**WHEREAS**, pursuant to Government Code section 1230.020, et seq., the power of eminent domain may be exercised to acquire property that is reasonably and practicably necessary for public use ; and

**WHEREAS**, the property to be acquired consists of the following property interests from the hereinafter described parcels:

1. OWNER

Roberta Butler

APN: 021-150-061

TAKE: Fee, 20.00+ acres.

Said property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

**NOW, THEREFORE, BE IT RESOLVED**, the Yuba County Board of Supervisors, by a vote of two-thirds (consisting of 4 votes with a five member Board) of its members, finds that:

1. On September 8, 2014, notice of the County's intent to adopt the Resolution of Necessity and acquire by eminent domain the property listed in Exhibit A was sent to each person whose property is to be acquired by eminent domain and whose name and address appears as the property owner on the last equalized county assessment roll. The notice specified October 21, 2014 and 9:30 A.M. and thereafter, at the Yuba County Board of Supervisors Chambers, 915 8<sup>th</sup> Street, Marysville, CA 95901, as the date and place for the hearing to be held on this matter.

2. The hearing was held at that time and place and all interested persons were given an opportunity to be heard. Based on the evidence presented to it, the Board finds, determines and hereby declares the following:

3. The public interest and necessity requires the proposed project.

4. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

5. The property described herein in this Resolution is necessary for the proposed project.

6. The offer required by Government Code section 7267.2 has been made to the owners of record.

7. The Public Works Director or his/her designee is hereby authorized and empowered:

- a. To acquire in the County's name, by condemnation, the title, easements and rights of way described about, in and to such real property or interest therein, in accordance with the provisions for eminent domain in the California Code of Civil Procedure and the constitution of California.
- b. To prepare and prosecute, in the County's name, such proceedings in the county's name as are necessary for such acquisition.
- c. To deposit the proper amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

**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:

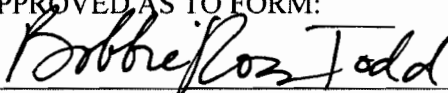
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

  
by: Bobbie Ross Todd

**EXHIBIT "A"**

All that real property situate in the County of Yuba, State of California lying within the West half of the Southwest quarter of Section 21, Township 15 North, Range 4 East, M.D.B.&M., being a portion of that certain real property described in deed to Roberta Butler, by Corporation Grant Deed recorded July 20, 1990, in the Office of the Yuba County Recorder, at document number 1990R-008106, also being a portion of Lot D on that certain Record of Survey filed in Book 53 of Maps at page 13 (53Maps13), in the Office of the Yuba County Recorder, more particularly described as follows:

Beginning at point on the East line of said Lot D, also being the West line of Lot A as shown on said 53Maps13, distant thereon South 00° 40' 18" East a distance of 275.10 feet from the Northwest corner of said Lot A, also being the beginning of a 470.00 foot radius curve, concave westerly; thence, leaving the East line of said Lot D, South 88° 24' 51" West a distance of 1195.77 feet to the west line of said Lot D; thence, along the west line of said Lot D, North 00° 39' 06" West a distance of 796.93 feet; thence, leaving said west line, North 88° 24' 51" East a distance of 1039.45 feet to the west line of that certain Marysville Joint Unified School District (MJUSD) parcel of land described in the Final Order of Condemnation recorded June 6, 2011, at document number 2011R-007046 and shown on Record of Survey 2011-09 filed May 18, 2001, in Book 93 of Maps at page 43 in the office of the Yuba County Recorder; thence, along said MJUSD west line, South 00° 39' 18" East a distance of 521.82 feet to the southwest corner of said MJUSD parcel; thence, along the south line of said MJUSD parcel, North 88° 24' 51" East a distance of 156.19 feet to the east line of said Lot D; thence, leaving the south MJUSD line, along said east line, South 00° 40' 18" East a distance of 275.10 feet, to the point of Beginning. Containing 20.00 acres, more or less.  
Portion of APN 021-150-061

Bearings hereon are based on said Record of Survey filed in Book 53 of Maps at page 13.

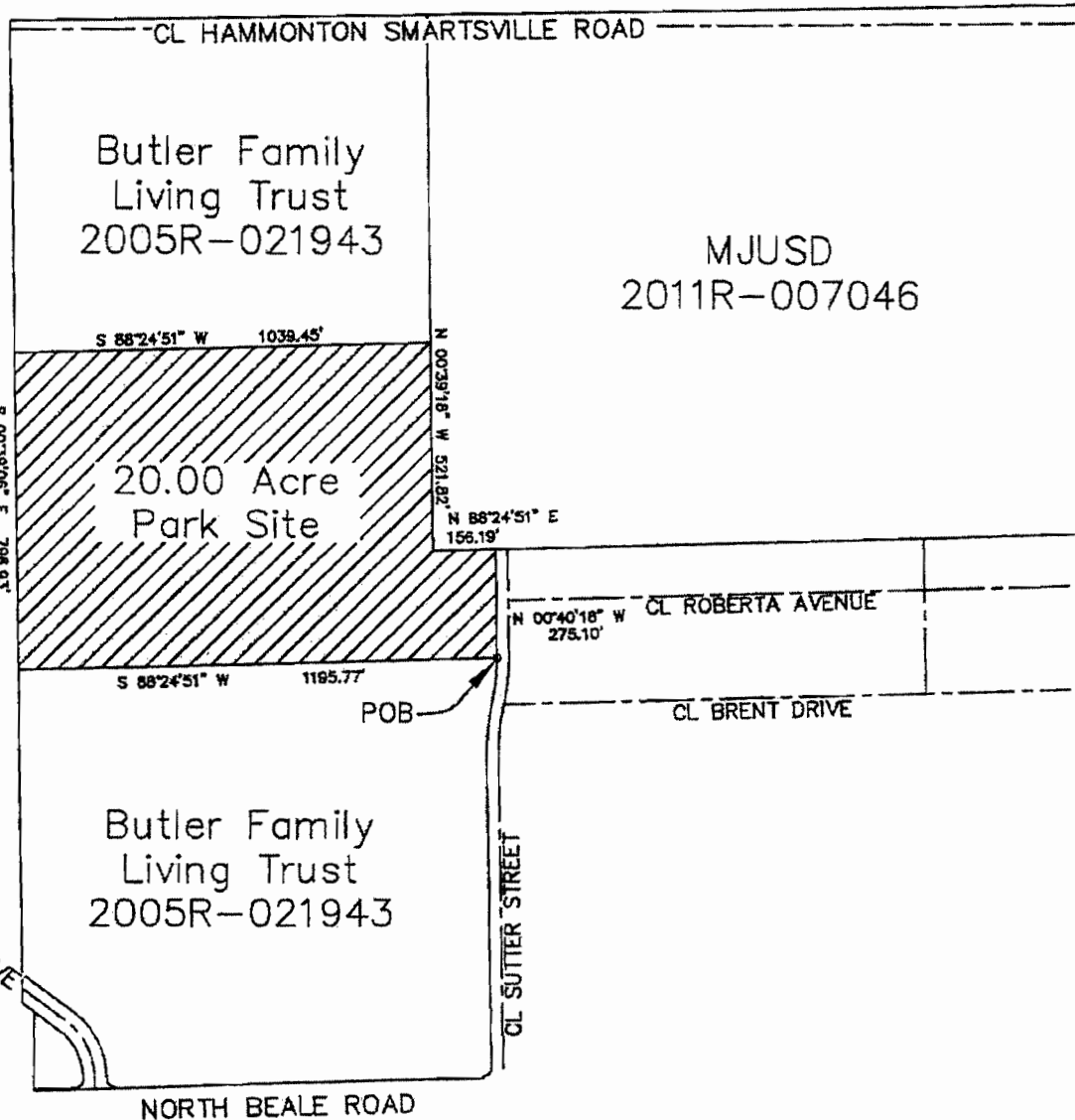
Dated: May 23, 2014

  
\_\_\_\_\_

Michael G. Lee, PLS 7853

County Surveyor – County of Yuba





N.T.S.

YUBA COUNTY PUBLIC WORKS DEPT.

EXHIBIT PLAT

20.00 Acre East Linda Park Site  
Lands of the Butler Family Living Trust  
Portion of Lot "D" as shown on 53 Maps 13  
Portion of the SW ¼ of Sec 21 T15N, R4E, M.D.B.&M.

DRAWN BY: J.B.O.

DATE: May 20, 2014

PAGE 1 OF 1

# The County Of Yuba

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## OFFICE OF THE COUNTY COUNSEL

---

915 8TH Street, Suite 111  
Marysville, California 95901  
(530)749-7565  
FAX (530)749-7513



ANGIL P. MORRIS-JONES  
COUNTY COUNSEL

JOHN R. VACEK  
CHIEF DEPUTY

JOHN C. WHIDDEN  
DEPUTY

BOBBIE ROSS TODD  
DEPUTY

ERIKA J. STEDMAN  
LEGAL SERVICES COORDINATOR

September 8, 2014

RECEIVED

SEP 9 2014

**VIA US MAIL**

Clerk/Board of Supervisors

Roberta Butler  
c/o Rick Butler  
6394 Larkin Road  
Live Oak, CA 95953

Re: Notice of Hearing regarding Adoption of a Resolution of Necessity  
to Acquire Property by Eminent Domain  
[California Code of Civil Procedure section 1245.235]

Portion of Assessor's Parcel No. 021-150-061

Dear Mrs. Butler:

**1. Notice of Intent by the Board of Supervisors of the County of Yuba ("Yuba County") to Adopt a Resolution of Necessity.** The Board of Supervisors intends to consider the adoption of a Resolution of Necessity on October 21, 2014 that, if adopted, will authorize the County of Yuba to acquire property described herein by eminent domain for parkland purposes as designated as the community park in the East Linda Specific Plan (the "Project").

A description of the 20 acres of your property being considered for acquisition is attached to this Notice and marked as Exhibit A; a map depicting the property is attached as Exhibit B. Your name appears on the last equalized Yuba County assessment roll and also as an owner in our preliminary title report for the property.

**2. Notice of Your Right to Appear and Be Heard.** Please take notice that the Board of Supervisors of Yuba County, at a regular meeting to be held on October 21, 2014 at 9:30 a.m., in the chambers of the Yuba County Board of Supervisors, located at 915 Eighth Street, Marysville, California, will hold a hearing on whether such a Resolution



of Necessity should be adopted, as required by California Code of Civil Procedure section 1245.220, for the commencement of an eminent domain proceeding to acquire real property.

You have a right to appear and be heard before the Board of Supervisors at the above scheduled hearing on the following matters and issues, and to have the Board of Supervisors give judicious consideration to your testimony prior to deciding whether or not to adopt the proposed Resolution of Necessity:

- a. Whether the public interest and necessity require the proposed project;
- b. Whether the proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- c. Whether the property sought to be acquired by eminent domain is necessary for the proposed project;
- d. Whether the offer required by Government Code section 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation, was made to you and whether the offer and statement/summary were in a form and contained all of the factual information required by Government Code section 7267.2;
- e. Whether Yuba County has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described herein; and
- f. Whether Yuba County has statutory authority to acquire the property by eminent domain.

Yuba County is authorized to acquire the property by eminent domain in accordance with the California constitution and the California Eminent Domain Law, Code of Civil Procedure sections 1230.010 et seq., and pursuant to Government Code section 25350.5.

**3 Written Request to Be Heard.** If you desire to be heard, please be advised that you may file a written request with the Clerk of the Board of Supervisors on or before October 6, 2014. If you elect not to appear and be heard, your failure to appear will be a waiver of your right to later challenge the right of Yuba County to take the property by eminent domain. You must file your request to be heard at **915 8<sup>th</sup> Street, Suite 109, Marysville, CA 95901, Attention: Donna Stottlemeyer.**

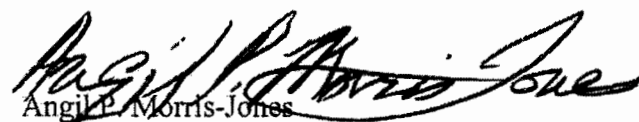
**If you elect not to appear and be heard in regard to compensation, your nonappearance will not be a waiver of your right to claim greater compensation in a court of law. The amount to be paid for the property will not be considered by the Board of Supervisors at this hearing.**

This Notice is not intended to foreclose future negotiations between you and the

representatives of Yuba County on the amount of compensation to be paid for your property.

If you have any questions about this matter, you may contact Michael Lee, of the Public Works Department at (530) 749-5420, or John Vacek, Chief Deputy County Counsel, at (530) 749-7565.

Very truly yours,



Angil P. Morris-Jones  
Yuba County Counsel

Enclosures

cc

Donna Stottlemeyer, Clerk of the Board of Supervisors  
Michael Lee, Director of Public Works  
Brian Manning, Desmond, Nolan, Livaich & Cunningham

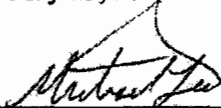
**EXHIBIT "A"**

All that real property situate in the County of Yuba, State of California lying within the West half of the Southwest quarter of Section 21, Township 15 North, Range 4 East, M.D.B.&M., being a portion of that certain real property described in deed to Roberta Butler, by Corporation Grant Deed recorded July 20, 1990, in the Office of the Yuba County Recorder, at document number 1990R-008106, also being a portion of Lot D on that certain Record of Survey filed in Book 53 of Maps at page 13 (53Maps13), in the Office of the Yuba County Recorder, more particularly described as follows:

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Portion of APN 021-150-061

Bearings hereon are based on said Record of Survey filed in Book 53 of Maps at page 13.

Dated: May 23, 2014



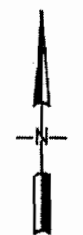
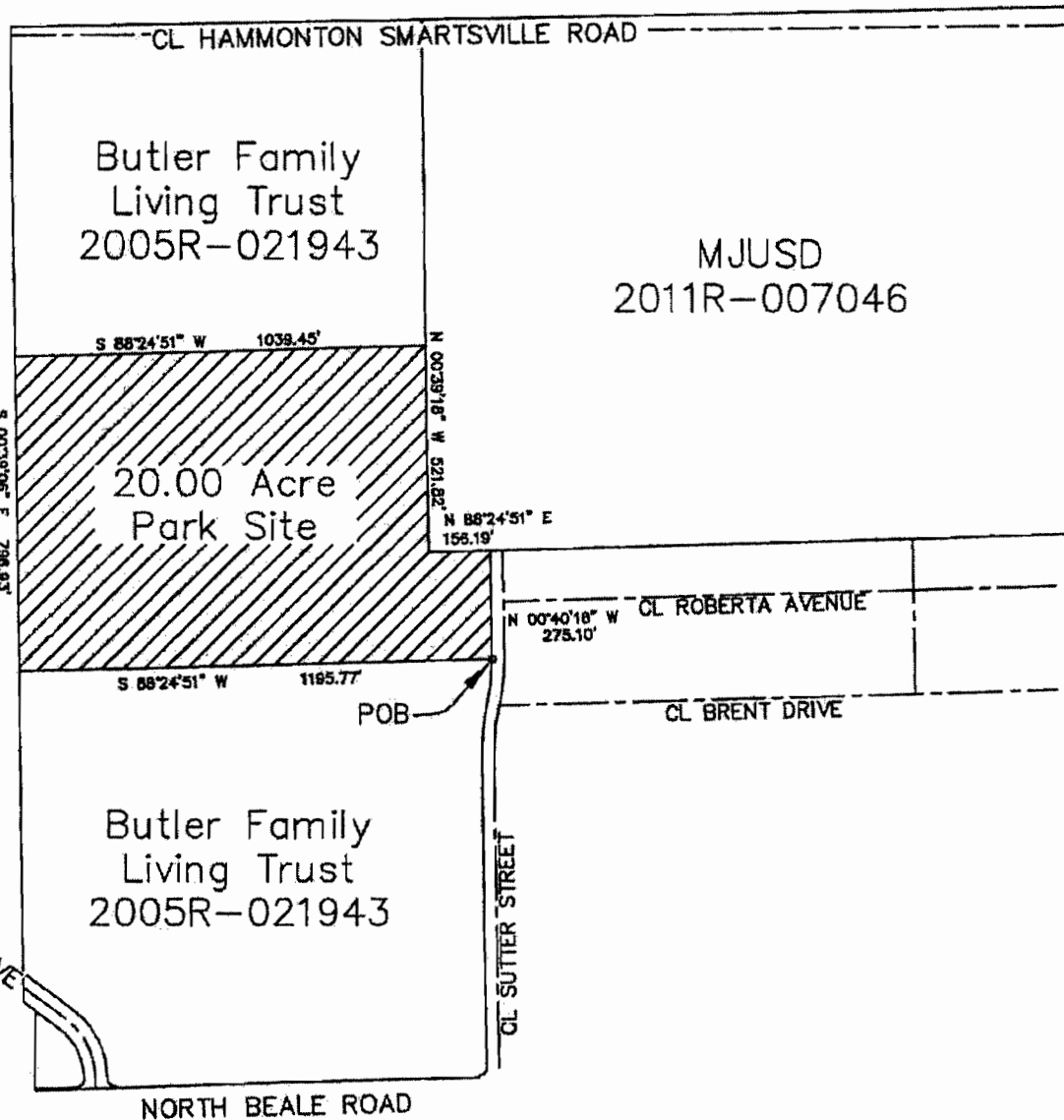
Michael G. Lee, PLS 7853

County Surveyor – County of Yuba



# EXHIBIT “A”

# EXHIBIT “B”



N.T.S.

YUBA COUNTY PUBLIC WORKS DEPT.

EXHIBIT PLAT  
20.00 Acre East Linda Park Site  
Lands of the Butler Family Living Trust  
Portion of Lot "D" as shown on 63 Maps 13  
Portion of the SW ¼ of Sec 21 T15N, R4E, M.D.B.&M.

DRAWN BY: J.B.O.

DATE: May 20, 2014

PAGE 1 OF 1

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SEP 24 2014

**DESMOND, NOLAN, LIVAICH & CUNNINGHAM**

---

Clerk/Board of Supervisors

ATTORNEYS AT LAW

September 22, 2014

Clerk of the Board of Supervisors  
Attn: Donna Stottlemeyer  
The County of Yuba  
915 8<sup>th</sup> Street, Suite 109  
Marysville, CA 95901

*Via Facsimile & U.S. Mail*

**Re: *East Linda Specific Plan Community Park - Roberta C. Butler and Rick Butler  
Portion of APN 021-150-061***

Dear Ms. Stottlemeyer:

I represent Roberta C. Butler and Rick Butler in the above referenced matter.

Pursuant to California Code of Civil Procedure section 1245.235, my clients request to be heard at the October 21, 2014 hearing regarding the adoption of a Resolution of Necessity for the taking of approximately 20 acres generally located on Hammonton Smartville Road in Marysville, California, APN 021-150-061. The property is owned by the Butler Family Living Trust.

The updated appraisal report, dated May 19, 2014, for the Butler property, which was the basis for Yuba County Public Works Department's Offer to Purchase Property, is invalid and cannot be the basis for adopting a Resolution of Necessity. California courts have held that "the provisions of Government Code section 7267.2 are not merely discretionary guidelines, but *mandatory* requirements which must be observed by any public entity planning to initiate eminent domain proceedings through a resolution of necessity." (*City of San Jose v. Great Oaks Water Co.* (1987) 192 Cal.App.3d 1005, 1013.)

**15<sup>th</sup> & S Building  
1830 15<sup>th</sup> Street  
Sacramento, California 95811-6649  
Telephone: 916/443-2051  
Facsimile: 916/443-2651  
E-mail: [bmanning@dnlc.net](mailto:bmanning@dnlc.net)**

J. Russell Cunningham  
Brian Manning  
Kristen Ditlevsen Renfro  
J. Luke Hendrix  
Gabriel P. Herrera  
Lauren Manning  
Nabeel M. Zuberi

**Of Counsel**  
William W. Nolan  
Gary Livaich  
Edward K. Dunn

Earl D. Desmond  
(1895-1958)  
E. Wayne Miller  
(1904-1965)  
Richard F. Desmond  
(1923-2004)  
William C. Livaich  
(1950-2007)

September 22, 2014

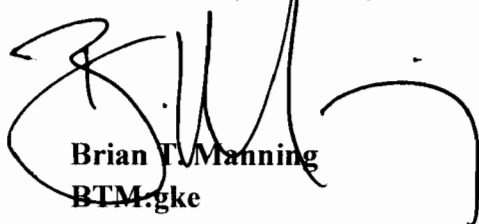
Page 2

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The appraisal fails to comply with the mandatory valuation requirements of The Eminent Domain Law. The offer required by Government Code section 7267.2 has, therefore, not been provided. The required findings cannot be met for the Board to adopt a Resolution of Necessity to take a portion of the Butler property.

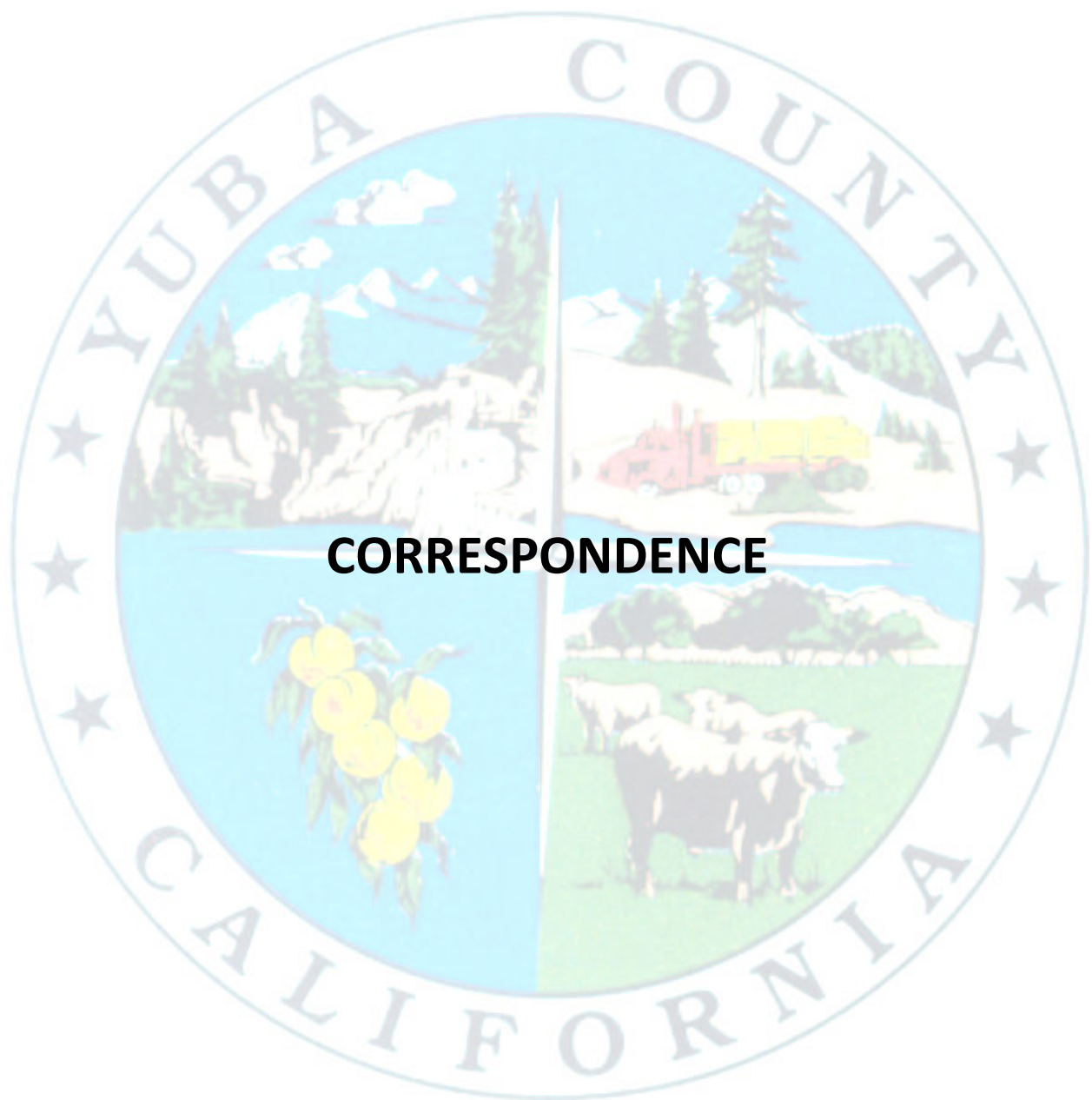
Sincerely,

**DESMOND, NOLAN, LIVAICH & CUNNINGHAM**



Brian T. Manning  
BTM:gke







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U.S. Fish & Wildlife Service

# News Release

## Yreka Fish and Wildlife Office

1829 South Oregon Street

Yreka, California 96097

Tel: 530-842-5763

<http://fws.gov/yreka>



Oct. 6, 2014

Contacts: Matt Baun, 530-841-3119 [matt\\_baun@fws.gov](mailto:matt_baun@fws.gov)

Pam Bierce 916-414-6542 [pamela\\_bierce@fws.gov](mailto:pamela_bierce@fws.gov)

Brent Lawrence 503-231-6211 [brent\\_lawrence@fws.gov](mailto:brent_lawrence@fws.gov)

## **U.S. Fish and Wildlife Service Proposes to List West Coast Population of Fisher as Threatened Under Endangered Species Act** *Opens Public Comment Period Seeking Additional Information*

YREKA, Calif., — The U.S. Fish and Wildlife Service (Service) today announced it is seeking information from the scientific community, the public and interested stakeholders on its proposal to protect the West Coast population of fisher as a threatened species under the Endangered Species Act (ESA).

About the size of large house cats, fishers belong to a family of mammals that includes weasels, mink, martens and otters. Fishers live in low- to mid-elevation forests requiring cavities in trees and snags to rear their young and make use of cavities in the trunks of trees, snags and hollow logs and natural platforms for resting and security from predators.

Fishers have been part of forests of the Pacific states for thousands of years, but they have virtually disappeared from much of Washington, Oregon and California. In its evaluation, the Service has identified a number of threats to the fisher, including habitat loss and change due to wildfire, certain timber harvest practices in some areas, and the relatively recent and troubling threat posed by rodenticides.

"This is a complex and challenging issue because threats to the fisher vary across its range," said Robyn Thorson, director of the Service's Pacific Region. "We are actively seeking input from the public and stakeholders to help determine the magnitude, severity and scope of those threats in each part of its range in California, Oregon and Washington to ensure we base our final decision on the best information available."

The proposed listing rule is on view at the *Federal Register* today and will officially publish Oct. 7, opening a 90-day comment period to gather scientific information and comments from the public and stakeholders. The Service seeks information on a number of topics, including the designation of the West Coast Distinct Population Segment (DPS) as a threatened species and also on DPS alternatives as described in the proposed listing. A DPS is a vertebrate population or group of populations that is discrete from other populations of the species and significant in relation to the species as a whole.

The listing proposal, which is based on the best scientific data available, cites the potential of direct and indirect exposures from the illicit use of anti-coagulant rodenticides on public and community forest lands

within fisher habitat as a significant threat to the species. Rodenticide use has been verified at illegal marijuana cultivation sites within occupied fisher habitat on public, private and tribal lands in California.

Although the Service does not know the full extent to which rodenticide exposure causes injury or mortality of fishers, rodenticide exposure in fishers has been documented in fisher populations in the Klamath Mountains and Southern Sierra Nevada, as well as in the reintroduced population at Olympic National Park in Washington.

The Service also indicated that some types of timber harvest and alteration of fisher habitat will continue to be a concern, and the Service is hoping to work with federal, state and industry partners to manage this threat.

"The timber industry has been a longstanding and valued partner in efforts to conserve the fisher to date and will continue to be so should the Service list the species," said Ren Lohofener, director of the Service's Pacific Southwest Region. "We stand ready to work collaboratively with federal, state and private entities to ensure a strong and healthy future for our Pacific forests, the livelihoods they support, and the fisher, while minimizing disruption to timber practices."

Although the Service is not proposing a rule under section 4(d) of the ESA concurrent with the proposed listing rule, it is seeking comments and information regarding the applicability of such a rule for the species. Under section 4(d), the Secretary of the Interior may modify the standard protections for a threatened species with measures tailored to its specific conservation needs. Strategic application of 4(d) rules can help maximize conservation for a species while also reducing conflicts with people and economic activities.

Fishers are found throughout North America, but the West Coast DPS has been reduced in size, and fishers are now found in only two native populations within their historical range, which once covered most of the forested landscapes in California, Oregon and Washington.

In California, there are estimated to be 300 or fewer fishers in the Southern Sierra Nevada Mountains, and a population in the Klamath Mountains of northern California and southern Oregon could number from a few hundred to 4,000. There has also been a reintroduction effort in the Northern Sierra Nevada Mountains, where 40 fishers were released beginning in 2009. Fishers are considered likely extirpated from Washington and much of Oregon, with the exception of a reintroduced population on the Olympic Peninsula in Washington, where 90 fishers were released. An established population also exists in the Crater Lake area of Oregon where there was a reintroduction effort during the 1970s and 1980s.

Public comments will be accepted through Jan. 5, 2015. Specific guidance on types of information the Service is seeking and for submitting public comments can be found in the Federal Register notice at <https://www.federalregister.gov> (search for key word "fisher"), or on the agency website at: <http://www.fws.gov/cno/es/fisher>. Comments and information can be submitted by one of the following methods:

- Electronically at <http://www.regulations.gov>. In the Search box, enter FWS-R8-ES-2014-0041. You may submit information by clicking on "Comment Now."
- Paper copy, via the U.S. mail or hand delivery, to: Public Comments Processing, Attn: FWS-R8-ES-2014-0041. Division of Policy and Directives Management; U.S. Fish and Wildlife Service, MS: BPHC, 5275 Leesburg Pike, Falls Church, Va. 22041-3803.

The Service will also host a series of informational meetings and one public hearing. The public hearing is scheduled for Nov. 17, 2014, at the Red Lion Inn, 1830 Hilltop Dr., Redding, Calif. from 6 to 8 p.m.

Informal informational meetings will be held at the following venues for complete details):

- **November 13, 2014** -- Best Western Miner's Inn, 122 E. Miner Street, Yreka, California, from 5:00 p.m. to 7:00 p.m.
- **November 17, 2014** -- Rogue Regency Inn, 2300 Biddle Road, Medford, Oregon, from 4:30 p.m. to 6:30 p.m.
- **November 20, 2014** -- Arcata Public Library, 500 7th Street, Arcata, California, from 6:00 p.m. to 8:00 p.m.
- **November 20, 2014** -- Lacey Community Center, 6729 Pacific Ave SE, Olympia, WA 98503 Lacey, Washington, from 3:00 p.m. to 5:00 p.m.
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- **December 3, 2014** -- Visalia Convention Center, 303 E., Acequia, Visalia, California, from 1:00 p.m. to 3:00 p.m.
- **December 4, 2014** -- CSUS Stanislaus, Faculty Development Center, Room 118, 1 University Circle, Turlock, California, from 4:00 p.m. to 6:00 p.m.

In 2004, the Service determined protections under the ESA were warranted for fisher, but listing was precluded by higher priorities. The fisher was then added to the Candidate List. Today's announcement of proposed listing is part of the Service's efforts to implement a court-approved work plan that resolves a series of lawsuits concerning the agency's ESA listing duties.

The Endangered Species Act provides a critical safety net for America's native fish, wildlife and plants. The Service is working to actively engage conservation partners and the public in the search for improved and innovative ways to conserve and recover imperiled species. To learn more about the Endangered Species Program, visit [www.fws.gov/endangered](http://www.fws.gov/endangered).

Additional information regarding the proposed listing is available at: <http://www.fws.gov/cno/es/fisher>.

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## **External Questions and Answers on West Coast Fisher DPS Proposed Listing**

### **Q. What is a fisher?**

A. Fishers are forest-dwelling mammals in a family that includes weasels, mink, martens and otters. They are about the size of a large house cat and are light brown to dark blackish-brown. The fisher has a long body with short legs and a long bushy tail. Male fishers are about twice the size of females and range in size from about 7 to 12 pounds. Fishers can live up to 10 years. The fisher is an opportunistic predator with a diverse diet that includes birds, rodents, reptiles, insects and vegetation. Fishers are one of the few known predators of porcupines.

The fisher's range was reduced dramatically in the 1800s and early 1900s through trapping, predator and pest control, and alterations of forested habitats brought about by logging, fire, urbanization and farming. Fishers search for trees that have cavities for adequate shelter in the trunks of larger/older trees, snags and hollow logs, and platforms formed by mistletoe ("witches brooms") or large or deformed branches. Cavities in large-diameter live or dead trees are selected by females for denning and raising young. Litter size is on average between one and three kits.

### **Q. What action is the Service taking regarding the fisher?**

The Service is proposing to list the West Coast Distinct Population Segment of fisher under the Endangered Species Act (ESA) as threatened. We are seeking information on fisher biology and threats to assist in our evaluation. The final determination on listing the fisher will come within one year. Critical habitat is not being proposed at this time.

### **Q. What are the threats to fisher in the West Coast population?**

A. The major threats to the fisher West Coast population are toxicants associated with anti-coagulant rodenticides, and habitat loss and habitat change associated with wildfire and some timber harvest practices. Currently, West Coast populations of fishers are relatively isolated leaving them especially vulnerable to unpredictable events such as wildfires and the relatively recent threat of rodenticide use at illegal marijuana growing operations. Rodenticide use has been verified at illegal marijuana cultivation sites within occupied fisher habitat on public, private and tribal lands in California. To date, published research indicates that of the 58 fisher carcasses analyzed for the toxin associated with anti-coagulant rodenticides, 79 percent tested positive in California, and 75 percent tested positive in Washington. The Washington fisher population is reintroduced, and it is not known where exposure occurred for these translocated animals.

### **Q: Do the threats impact the entire range or specific parts of the range?**

A. Although climate change models for different parts of the fisher's range in the Pacific states vary, during the next century each state is expected to have hotter and drier summers, larger wildfires and increased risk of fire in some areas of fisher habitat. With regard to anti-coagulant rodenticide impacts, the Service is seeking more information via the public comment period, but existing data suggest the threat is widespread in parts of California and southern Oregon.

**Q. Do you anticipate major impacts on rural communities, particularly timber jobs and recreational activities, if this proposal to list becomes final?**

A. We consider the timber industry to be a conservation partner and have a good track record of working together on fisher conservation. Several years ago, the Service partnered with a private timber company to reintroduce fishers onto managed timber lands in the northern Sierra Nevada Mountains to learn more about how fishers respond to and use these lands. Although the project is still in early stages of data-gathering, we are encouraged by the survival and reproduction of fishers on lands where they hadn't been found for a long time. Researchers working on this partnership are making updates available to the public via <http://frinsproject.wordpress.com/>. We hope this reintroduction will become a sustaining population of fishers. We will continue working with timber interests to reduce and manage threats so that the best and most ideal fisher habitat is protected. The Service is also hoping to work with federal, state and industry partners to manage threats.

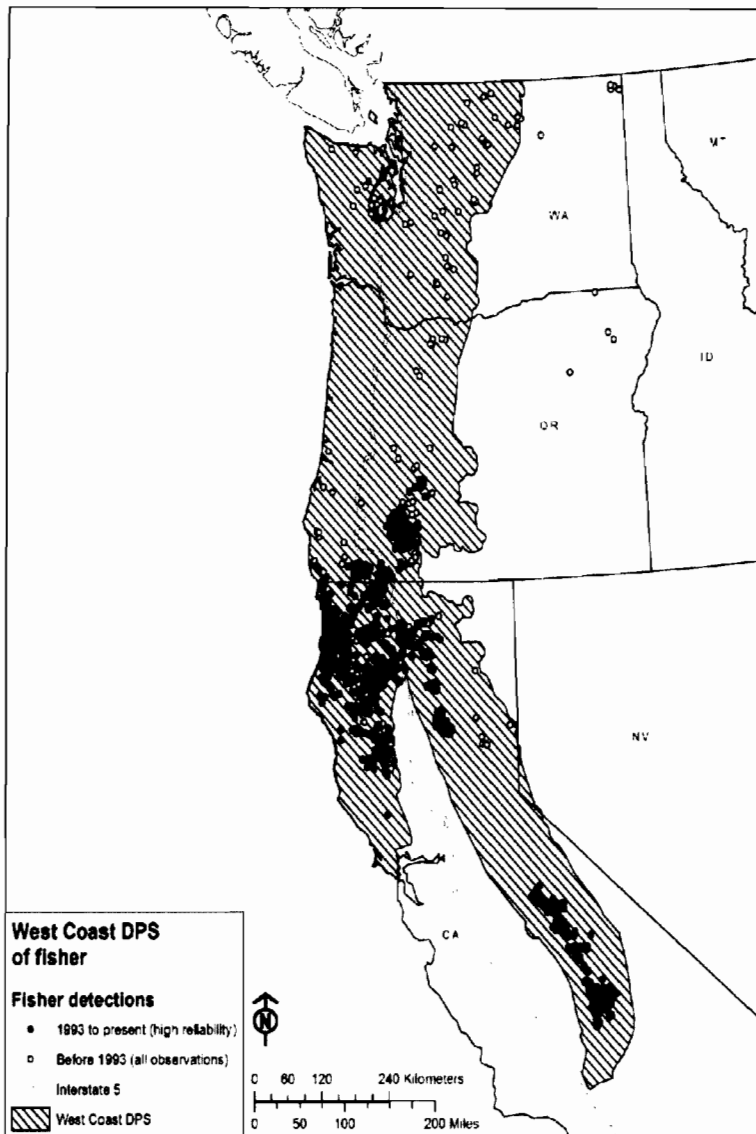
Although we are not proposing a 4(d) rule concurrent with the proposed listing rule, we are soliciting comments and information regarding the applicability of such a rule for the species. Under section 4(d) of the ESA, the Secretary may publish a rule that modifies the standard protections for threatened species with measures tailored to the conservation of the species that are determined to be necessary and advisable.

We do not anticipate changes to recreational activities if this proposed rule is finalized.

**Q. What is the Fisher West Coast DPS, and can you give a description of what areas it includes?**

A. A Distinct Population Segment (DPS) is a vertebrate population or group of populations that is discrete from other populations of the species and significant in relation to the species as a whole. Fishers are native only to North America. Although fishers are found throughout the country, the West Coast DPS has been reduced in size to the point where they occur only in scattered pockets within their historic range. Historically, fishers were present in most of the forested landscapes of California, Oregon and Washington. The West Coast DPS of fisher proposed for listing by the Service encompasses the area where fisher historically occurred (see map). Within the DPS, fishers occur in two original native populations in the Southern Sierra Nevada of California (~300 individuals) and the Klamath Mountains of Northern California and Southwestern Oregon (~a few hundred to 4,000 individuals). Fishers are also found in three reintroduced populations, one in the Northern Sierra Nevada of California, one in the Southern Cascades of Oregon, and one on the Olympic Peninsula in Washington.





**Q. What is being and can be done to recover the fisher?**

A. The Northwest Forest Plan (NWFP), implemented since 1994, has provided substantial protection to late successional forest species such as the fisher. These NWFP protections have advanced fisher conservation through: 1) consistent management across federal lands, 2) establishment of a reserve network of old growth forest, and 3) retention of important structural features within allocations identified for timber harvest to provide connectivity between the reserves.

Federal, state and local agencies must continue to combat the threat of anti-coagulant rodenticides, which are believed to be widely used to protect the marijuana grown illegally in remote forests. The environmental devastation associated with these grow sites continues to take a heavy toll on fish and wildlife as well as human communities, especially tribes and rural neighborhoods.



In addition, we plan to work with the timber industry to minimize its impacts on fisher and with federal and private landowners to promote fisher conservation. There are three reintroduction efforts underway to help establish fishers in areas of their historical range. We hope these efforts and the establishment of multiple self-sustaining populations will allow fishers to be more resilient to threats such as wildfire and the added stress of climate change.

**Q. What are the immediate next steps with regard to the proposed listing?**

A. We are providing 90 days for public comment. During this same timeframe, we will be conducting peer review of the proposed rule and the draft species report. Under section 4(b)(6)(A) of the Act and 16 U.S.C. § 1533(b)(6)(A), we must publish a final listing determination within one year of publishing a proposed listing. The Service will also host a series of informational meetings and one public hearing. The public hearing is scheduled for Nov. 17, 2014, at the Red Lion Inn, 1830 Hilltop Dr., Redding, Calif. from 6 to 8 p.m.

Informal informational meetings will be held at the following venues for complete details):

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**Q. What types of information are you seeking from the public comment period?**

A. Specific information can be found in the Federal Register notice at [www.fws.gov/cno/es/fisher](http://www.fws.gov/cno/es/fisher). The Service is seeking information related to fisher biology, populations, genetics, alternative DPS configurations, anti-coagulant rodenticide use and its impacts, habitat loss from wildfire, and other scientific and commercial information.

# News Release

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## Western Yellow-Billed Cuckoo Receives Federal Protection under the Endangered Species Act

*Sacramento* – The western population of the yellow-billed cuckoo will be protected as a threatened species under the Endangered Species Act (ESA), the U.S. Fish and Wildlife Service announced today. The Service determined that listing a distinct population segment (DPS) of the bird in portions of 12 western states, Canada and Mexico is warranted. In the U.S., the DPS will cover parts of Arizona, California, Colorado, Idaho, Nevada, New Mexico, Texas, Utah, Wyoming, Montana, Oregon and Washington.

The western population of the yellow-billed cuckoo (*Coccyzus americanus*), an insect-eating bird found in riparian woodland habitats, winters in South America and breeds in western North America. Once abundant in the western United States, populations have declined for several decades, primarily due to the severe loss, degradation and fragmentation of its riparian habitat as a result of conversion to agriculture, dam construction, river flow management and riverbank protection. Overgrazing and invasive exotic plants have also contributed to declines.

“While the major threat to yellow-billed cuckoos has been loss of riverside habitat, we do not anticipate any significant new water-related requirements as a result of this listing decision,” said Ren Lohofener, Director of the Service’s Pacific Southwest Region. “The water resource requirements for riparian habitat are not unique to cuckoos, and in many cases are already being implemented for other species. Riparian restoration efforts go hand-in-hand with good land management, especially management that promotes good livestock grazing practices.”

The Service’s final listing rule, which will be published in tomorrow’s *Federal Register* and become effective November 3, 2014, is based on a thorough review of the best scientific and commercial information available, obtained through exhaustive research, public comments and independent scientific peer reviews.

Next steps include designation of critical habitat for the species and development of a recovery plan. Both steps will be strengthened by participation from other federal and state agencies, tribal entities and the public in the open comment periods.

More information, including the listing rule, is at: [http://www.fws.gov/sacramento/outreach/Public-Advisories/WesternYellow-BilledCuckoo/outreach\\_PA\\_Western-Yellow-Billed-Cuckoo.htm](http://www.fws.gov/sacramento/outreach/Public-Advisories/WesternYellow-BilledCuckoo/outreach_PA_Western-Yellow-Billed-Cuckoo.htm)

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