

BOARD OF SUPERVISORS

AGENDA

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



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

JUNE 26, 2012

8:30 A.M. YUBA COUNTY WATER AGENCY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe
- 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. Board of Supervisors
 1. Cast ballot for Mark Lovelace as County Medical Services Program (CMSP) Governing Board Supervisor Representative - Group 2 Counties. (241-12)
 - B. Clerk of the Board of Supervisors
 1. Appoint Mr. Alvin Bell to the Brownsville Cemetery District for a term to expire June 7, 2015. (242-12)
 2. Appoint Ms. Alma Amaya to the Developmental Disabilities Area Board III for a term to expire June 26, 2016. (243-12)
 3. Authorize Budget Transfer in the total amount of \$462.00 to various line items to cover yearend shortages. (244-12)
 4. Approve minutes from the regular meetings of May 15, and June 12, 2012. (245-12)
 - C. Community Development and Services
 1. Approve floodplain development variance for agricultural storage building at 11492 State Route 70. (Land Use and Public Works Committee recommends approval) (246-12)
 - D. County Administrator
 1. Approve Regional Waste Management Authority grant application for the Used Oil Payment Program Cycle Three application for Fiscal Year 2012/13 and authorize the County Administrator to execute a submittal letter. (247-12)
 2. Authorize Budget Transfer in the amount of \$8,045 to Account No. 101-2300-421-23-00 (Professional Services) for allocation of AB 109 Realignment 2011 payments to the Public Defender. (248-12)
 - E. Sheriff-Coroner
 1. Authorize Budget Transfer in the total amount of \$144,719 reprogramming various funds for the Jail, Boat Patrol, Animal Care Services, and Sheriff's Auto Services to cover current and projected shortages. (249-12)

IV. **SPECIAL PRESENTATION**

- A. Present proclamation to Tim Kelly, Marysville Adult Education Principal. (No background material) (Five minute estimate) (250-12)

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

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Consider agreement with INDIGO / Hammond and Playle Architects, LLP for architectural services for the new Sheriff's facility on Yuba Street, Marysville. (Public Facilities Committee recommends approval) (Ten minute estimate) (251-12)

B. Auditor-Controller

1. Receive presentation and audit report for the County of Yuba dated June 30, 2011. (Fifteen minute estimate) (252-12)

C. County Administrator

1. Receive update on suspending Trails Commission and provide staff direction. (Continued from April 17, 2012) (Five minute estimate) (135-12)

D. Human Resources and Organizational Services

1. Recognize and approve the Yuba County Probation Peace Officers' Association (YCPPOA) request for Severance/Unit Modification from Yuba County Employees Association and recognition as YCPPOA and direct staff to establish such units. (Five minute estimate) (253-12)
2. Recognize and approve the Welfare Fraud Investigators' decertification request from Yuba County Employees Association. (Five minute estimate) (254-12)
3. Adopt resolution amending the Classification System Basic Salary Schedule as it relates to the Executive Director of Three Rivers Levee Improvement Authority. (Ten minutes estimate) (255-12)

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. Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and re-enacting Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d) and, 7.40.300(b) of Chapter 7.40 relating to marijuana cultivation. (30 minute estimate) (256-12)
- B. Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and re-enacting Subsection 10.30.080(b)(ix) of Section 10.30.070 of Chapter 10.30, Title X of the Yuba County Ordinance Code regarding floodplain management. (Five minute estimate) (257-12)
- C. Public Hearing - Hold public hearing to consider approval and adoption of resolution approving the Wheatland Fire Authority's request for increased Fire Mitigation Fees. (Ten minute estimate) (258-12)
- D. Public Hearing - Hold public hearing, receive public comment on the use of program income accrued from the Neighborhood Stabilization Program, and adopt resolution approving use of funds. (Fifteen minute estimate) (259-12)

VIII. **CORRESPONDENCE** - (260-12)

- A. Notice from the State of California Governor's office enclosing a proclamation calling the General Election on Tuesday, November 6, 2012.
- B. Notice from the State of California Fish and Game Commission regarding proposed regulatory action relating to upland game hunting. (Copy provided to Yuba County Fish and Game Advisory Commission)

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:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.

- A. Potential litigation pursuant to Government Code §54956.9(b) - One Case

XI. **ADJOURN**

COMMITTEE MEETINGS

11:30 A.M. Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. Consider agreement with State of California Department of Aging for Multipurpose Senior Services Program (MSSP) grant funds and standard agreement for funds for the term of July 1, 2012 through June 30, 2013 - Health and Human Services (Ten minute estimate) (261-12)
- B. Consider joint project with Sutter-Yuba Mental Health Services and Regional Housing Authority of Sutter and Nevada Counties to purchase property in Yuba County and an amendment to the Community Services Agreement between Sutter-Yuba Mental Health Services and Regional Housing Authority of Sutter and Nevada Counties - Sutter-Yuba Mental Health (Five minute estimate) (262-12)

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.

PUBLIC INFORMATION

PUBLIC COMMUNICATIONS: Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. 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.

AGENDA ITEMS: The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

ACTION ITEMS: All items on the Agenda under the headings "Consent," "County Departments," Ordinances and Public Hearings," "Items of Public Interest," and "Closed Session," or any of them, are items on which the Board may take any action at this meetings.

PUBLIC HEARINGS: All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

ORDINANCES: Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

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

SCHEDULED LUNCH BREAK: Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

SPECIAL MEETINGS: No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda.

PUBLIC INFORMATION: Copies of §6.7 shall be posted along with agendas.

End



CONSENT

AGENDA

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PETERSON CONSULTING, INC.

LEGISLATIVE ADVOCATES

1415 L STREET, SUITE 1000

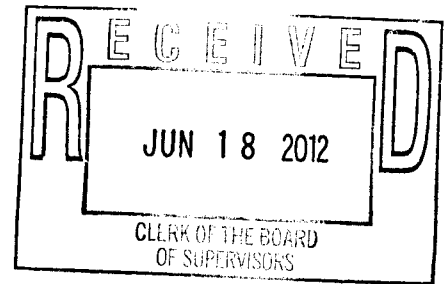
SACRAMENTO, CALIFORNIA 95814

(916) 441-4424

FAX (916) 441-2279

PetersonConsulting@earthlink.net

241-12



June 8, 2012

To: Steve Lambert, Chair of the Board, Butte County
John R. Knight, Chair of the Board, El Dorado County
Virginia Bass, Chair of the Board, Humboldt County
Michael W. Kelley, Chair of the Board, Imperial County
Richard Fagundes, Chair of the Board, Kings County
Ron Dominici, Chair of the Board, Madera County
John McCowen, Chair of the Board, Mendocino County
Leonard Moty, Chair of the Board, Shasta County
Larry Munger, Chair of the Board, Sutter County
Robert Williams, Chair of the Board, Tehama County
Hal Stocker, Chair of the Board, Yuba County
From: Paul J. Yoder and Karen K. Lange, Peterson Consulting
RE: CMSP Governing Board – Supervisor Representative for Group 2 Counties

As you know, the County Medical Services Program (CMSP) Governing Board is composed of County Supervisors, County Administrative Officers, and County health and welfare officials from the 34 member counties. The Governing Board administers the CMSP program, which provides health care services to indigent adults in the 34 counties.

In fulfillment of its statutory responsibility, the Governing Board has regularized the terms of its Board. The term of the Supervisor Representative from Group 2 Counties ends 12/31/13. This position is currently held by John Nicoletti of Yuba County. Group 2 Counties include the following: Butte, El Dorado, Humboldt, Imperial, Kings, Madera, Mendocino, Shasta, Sutter, Tehama and Yuba.

An election needs to be held to fill the position designated for Supervisor from a Group 2 County because John Nicoletti has resigned from the Governing Board to focus on his county constituents. The Governing Board has directed our office to conduct the election on behalf of the Board. Supervisor Mark Lovelace of Humboldt County is the sole candidate for the position. A ballot and an addressed envelope are enclosed. Please complete and return your ballot at your earliest convenience.

Should you have any questions regarding this matter, please call (916) 441-4424. Thank you.

cc: Chair and Members, CMSP Governing Board
Lee D. Kemper, Executive Director
Cathy Deubel Salenko, General Counsel

OFFICIAL BALLOT

CMSP Governing Board

**Supervisor Representative
Group 2 Counties**

☐

Mark Lovelace, Humboldt County

☐

The County of Yuba

242-12

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

A handwritten signature in black ink, appearing to read "Donna Stottlemeyer", is written over the printed name.

Subject: Brownsville Cemetery District – Director

Date: June 26, 2012

Recommendation

Appoint Mr. Alvin Bell to the Brownsville Cemetery District for a term to expire June 7, 2015.

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 an unscheduled vacancy due to the resignation of Mr. Eldon Fowler that was effective May 15, 2012. One application has been received from Mr. Alvin Bell and is attached for your review and consideration.

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

Fiscal Impact

None for appointment.

Committee Action

None required.

/rf

attachment

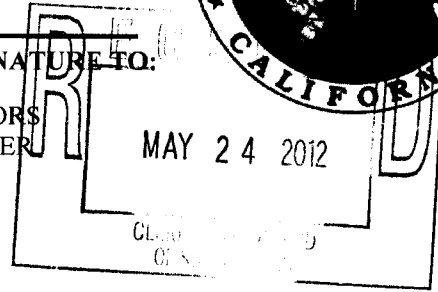
The County of Yuba

Application for Board/Commission/Committee
Appointed by the 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: BROWNSVILLE CEMETERY DISTRICT

APPLICANT NAME:

ALVIN BELL

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:

Retired

SUPERVISOR/ DISTRICT

NUMBER: 5 - HALSTOCKER

REASONS YOU WISH TO

SERVE ON THIS BODY:

AS A LONG TIME MEMBER OF THIS COMMUNITY THIS IS
AN INTEREST OF MINE.

QUALIFICATIONS:

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

CLIPPER MILLS VOL FIRE CHIEF, 10 YEARS; RESERVE BUTTE
CO SHERIFF DEPUTY; BROWNSVILLE CEMETERY MAINTEN-
ANCE MAN A FEW YEARS AGO.

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.

Alvin Bell

SIGNATURE

5-22-12

DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

243-12

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*
Subject: Developmental Disabilities Area Board III
Date: June 26, 2012

Recommendation

Appoint Ms. Alma Amaya to the Developmental Disabilities Area Board III for a term to expire June 26, 2016.

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. One application has been received from Ms. Alma Amaya and is attached for your review and consideration.

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

Fiscal Impact

None for appointment.

Committee Action

None required.

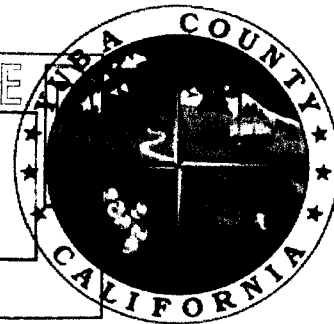
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attachment

The County of Yuba

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

RECEIVED
JUN - 6 2012



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: Developmental Disabilities Area Board III

APPLICANT NAME:

Alma Amaya

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

administrative, reserve correctional officer

3

REASONS YOU WISH TO
SERVE ON THIS BODY:

I want to help promote and assist the developmentally disabled in living a productive, positive life, and to excel in all that they can.

QUALIFICATIONS:

30+ years career caring for the D.D. population, currently a conservator to a person with a developmental disability.

PUBLIC POSITIONS HELD: Yuba Co. library commission, Yuba-Sutter mental health board, Yuba county central committee.

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

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

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

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

SIGNATURE

DATE

6/5/12

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Clerk of the Board of Supervisors

244-12



June 26, 2012

TO: Board of Supervisors

FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors

A handwritten signature in cursive script, reading "Donna Stottlemeyer".

SUBJECT: Budget Transfer

Recommendation

Authorize Budget Transfer in the total amount of \$462 to various line items to cover year end shortages.

Background and Discussion

The Clerk of the Board's budget is short \$165 in salaries and benefits due to health insurance increases which were more than estimated at the time of budget preparation. Excess funds in salaries will cover the shortage.

The Board of Supervisors travel line is over \$297. The total budget of \$22,000 includes \$18,000 for Board members monthly stipend for in-county travel and \$4,000 for conferences and associated travel costs. Conference and travel expenditures totaled \$4,300 for the fiscal year. Excess funds are available in Office Expense to cover the shortage.

Committee Action

Brought directly to Board for approval.

Fiscal Impact

No additional impact to General Fund.

Attachment

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE June 26, 2012

REQUEST FOR TRANSFER OR

TRANSFER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Clerk/Boad of Supervisors

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☐ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-1701-411-01-01	(Salaries)	165
	Clerk of the board	
101-0100-411-22-00	(office Expense)	297
	Board of Supervisors	

ACCOUNT NO.	NAME	AMOUNT
101-1701-411-02-04	(Hlth Ins)	165
	Clerk of the Board	
101-0100-411-29-00	(travel)	297
	Board of Supervisors	

FUND TRANSFERS

OPERATING TRANSFERS OUT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: To cover year-end shortages.

APPROVED:

☐ AUDITOR-CONTROLLER

Signature

Date

Signature

Norma Lawrence

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Robert Bondy

Signature

6/14/12

Date

Clerk F + Bos

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

The County of Yuba

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



MAY 15, 2012 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:30 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 Stocker presided.

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

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

A. Clerk of the Board of Supervisors

1. Approve the minutes of the regular meeting of April 24 and May 1, 2012. (179-12) Approved as written.

B. Community Development and Services

1. Approve agreement with Water Pollution Control Services, Inc. for operation of the Gold Village wastewater treatment plant and authorize the Chair to execute same. (Land Use and Public Works Committee recommends approval) (180-12) Approved.
2. Award contract to Knife River Construction, the apparent low bidder, for North Beale Road shoulder improvements and overlay project and authorize the Chair to execute same upon review and approval of County Counsel. (181-12) Approved.
3. Authorize Budget Transfer in the total amount of \$264,686 from Account No. 102-000-312-08-00 (Sales Tax Transportation) to various line items to allocate unanticipated Local Transportation fund revenue. (182-12) Approved.

IV. SPECIAL PRESENTATION

- A. Present proclamation supporting the Greenprint Initiative where each day is Arbor Day. (Five minute estimate) (183-12) Following Supervisor Griego reading and presenting the proclamation, Regional Coordinator Ann Fenkner and Executive Director Ray Tretheway commented on tree planting projects within the County.

V. PUBLIC COMMUNICATIONS:

Public Works Director Mike Lee advised of road closure on Hammonton-Smartsville Road approximately two miles east of Hammonton Road due to a sink hole with repairs underway and anticipated completion within two days.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Approve contract with United Landscape Resource, Inc doing business as Botanica Landscapes for landscaping services and authorize the Chair to execute same. (Ten minute estimate) (184-12) Director Doug McCoy recapped the change in contracted services and responded to Board inquiries.

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

B. Board of Supervisors

1. Appoint one individual to the Wheatland Cemetery District for a term to end April 13, 2014. (Five minute estimate) (185-12)

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

C. Community Development and Services

1. Receive presentation on draft update to South Yuba Drainage Master Plan. (Twenty minute estimate) (186-12) MHM Consultant Sean Minard provided a Power Point presentation recapping the study area, existing and future conditions, proposed infrastructure improvements and costs, and recommended adoption of Alternate C as highest benefit. Mr. Minard and Community Development and Services Director Kevin Mallen responded to Board inquiries.

Public Works Director Mike Lee recapped the process for comments, public hearings, and final draft to be received in June.

Following Board discussion, Board consensus was Alternate C as the preferred option.

VII. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance amending Chapter 13.80 addressing deferral and waiver of certain impact fees, as it relates to building permits. (First reading) (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (187-12) Community Development and Services Director Kevin Mallen recapped deferral and waivers and responded to Board inquiries.

Chairman Stocker opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and introduce ordinance
MOVED: John Nicoletti SECOND: Mary Jane Griego
AYES: John Nicoletti, Mary Jane Griego, Andy Vasquez, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

- B. Public Hearing - Hold public hearing and adopt resolution confirming the diagram and assessments within Gledhill Landscaping and Lighting District for Fiscal Year 2012/2013. (Five minute estimate) (188-12) Public Works Director Mike Lee advised the assessments are unchanged, use of funds, and responded to Board inquiries.

Chairman Stocker opened the public hearing. No one came forward.

MOTION: Move to close public hearing and adopt resolution
MOVED: John Nicoletti SECOND: Andy Vasquez
AYES: Mary Jane Griego, Roger Abe, Hal Stocker, John Nicoletti, Andy Vasquez
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2012-39, which is on file in Resolution Book No. 43, entitled: "ADOPT RESOLUTION CONFIRMING THE DIAGRAM AND ASSESSMENTS WITHIN GLEDHILL LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2012/2013."

- C. Public Hearing - Hold public hearing and adopt resolution determining and imposing assessments within Linda Street Lighting Maintenance District for Fiscal Year 2012/2013. (Five minute estimate) (189-12) Public Works Director Mike Lee advised the assessments are unchanged, use of funds, and responded to Board inquiries.

Chairman Stocker opened the public hearing. No one came forward.

MOTION: Move to close public hearing and adopt resolution
MOVED: Andy Vasquez SECOND: John Nicoletti
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2012-40, which is on file in Resolution Book No. 43, entitled: "ADOPT RESOLUTION DETERMINING AND IMPOSING ASSESSMENT WITHIN LINDA STREET LIGHTING MAINTENANCE DISTRICT."

VIII. CORRESPONDENCE - (190-12)

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

- A. Letter from Area 4 Agency on Aging enclosing annual single audit report for Fiscal Year ending June 30, 2011. Accepted.
- B. Letter from Lake Francis Grange #745 supporting a natural resource preservation initiative. Accepted.

- C. Notice from the State of California Fish and Game Commission regarding regulatory action relating to waterfowl hunting. (Copy to Yuba County Fish and Game Advisory Commission) Accepted.
- D. Notice from the California Wildlife Conservation Board advising of intent to consider land acquisition for Daughtery Hill Wildlife Area of 679 acres located in Yuba County on May 31, 2012. Accepted.

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe:

- o Golden State Risk Management Authority meeting held May 9, 2012
- o Sierra Sacramento Valley EMS meeting held May 11, 2012
- o Change of command ceremony at Beale held May 10, 2012
- o OPUD Liaison meeting held May 11, 2012
- o Wheatland Beale Community Day held May 12, 2012
- o Landfill hosts fees and settlement

Supervisor Vasquez: Memorial Adjournment - Army Specialist Chase Stone Marta

Supervisor Nicoletti:

- o Lowering of flag to half staff in memorial to Army Specialist Chase Stone Marta and employee participation in flag display on 10th Street
- o Establishing Friendship City relationship with Yantai, China

Supervisor Griego:

- o OPUD Liaison meeting held May 11, 2012
- o Olivehurst swimming pool opening June 2, 2012
- o Redevelopment Agency Oversight Board meeting held May 14, 2012

County Administrator Robert Bendorf:

- o State budget May revise, deficits and funding impacts to County
- o LAFCO Sphere of Influence for City of Marysville and public hearing

X. CLOSED SESSION: The Board retired into closed session at 11:11 a.m.

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 022-010-012/Steele Negotiating Parties: Paragon Partners/Michael Lee Negotiation: Terms of Payment
- B. Pending litigation pursuant to Government Code §54956.9(a) - Bradley Meraz vs. County of Yuba
- C. Potential litigation pursuant to Government Code §54956.9(b) - One Case

The Board returned from closed session at 12:09 p.m. with all present as indicated above.

County Counsel Angil Morris-Jones advised staff was provided direction and authority regarding property negotiations; the Board authorized defense of pending litigation and referred the matter to Porter Scott; and direction was provided regarding potential litigation.

XI. ADJOURN: 12:10 p.m. by Chairman Stocker in memory of Army Specialist Chase Stone Marta.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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

JUNE 12, 2012 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:31 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, Chief Deputy County Counsel Pat Garamone, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Stocker presided.

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

MOTION: Move to approve Consent Agenda 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

A. Agricultural Commissioner

1. Approve out of state travel for Agricultural Commissioner, as part of the Yuba-Sutter Economic Development Corporation delegation, to China scheduled for June 24 through June 30, 2012; with travel costs paid by Century Nationwide Enterprise. (210-12) Approved.

B. Clerk of the Board of Supervisors

1. Appoint Dale Henley to the Library Advisory Commission as District One Representative for a term to end December 31, 2014. (211-12) Approved.

C. Community Development and Services

1. Accept Woodside Village 2B as complete and release the performance bond, Tract Map No. 2003-40. (212-12) Approved.

D. County Administrator

1. Approve Memorandum of Understanding with Yuba County Superior Court for the continuation of the collection of fines, fees, forfeitures, penalties, and assessments incurred by a defendant in a criminal or traffic action proceeding; and authorize the Chair to execute same. (Finance and Administrative Committee recommends approval) (213-12) Approved.

E. District Attorney

1. Authorize Budget Transfer in the total amount of \$6,862 and revenue revisions to reconcile year end revenues and appropriations. (214-12) Approved.

F. Health and Human Services

1. Adopt resolution authorizing amendments and changes to agreement for professional services for Transitional Housing Placement Plus (THP-PLUS) adopted by reference in Resolution No. 2010-23 and amended in Resolution No. 2011-79. (Human Services Committee recommends approval) (215-12)
Adopted Resolution No. 2012-51, which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION AUTHORIZING AMENDMENTS AND CHANGES TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE TRANSITIONAL HOUSING PLACEMENT PLUS PROGRAM (THP-PLUS) THAT WAS ADOPTED BY REFERENCE IN RESOLUTION NO. 2010-23 AND SUBSEQUENTLY AMENDED IN RESOLUTION NO. 2011-79."

G. Sheriff-Coroner

1. Approve agreement with United States Department of Justice Drug Enforcement Administration to provide law enforcement services relating to eradication and suppression of illicit marijuana and authorize the Chair to execute same. (216-12) Approved.

H. Treasurer-Tax Collector

1. Approve discharging Treasurer-Tax Collector from accountability for collection of taxes, penalties and interest on Unsecured Property Taxes in the total amount of \$37,403.27. (217-12) Approved as identified in Exhibit "A" which is attached to and made a part of the minutes.
2. Authorize transfer of unclaimed monies to the General Fund for the following: Prisoner Fund Trust \$2,037.45 - Unsecured Holding Trust \$110.00 - Refund Transfer Fund \$1,528.51. (218-12) Approved.

IV. SPECIAL PRESENTATION

- A. Receive Sheriff's Department's 2011 Annual Report and presentation. (Five minute estimate) (219-12) Sheriff Durfor recapped the Annual Report including the following and responded to Board inquiries:
- Staffing constraints and impact on level of service provided
 - Increased calls for services
 - Attendance at approximately 90 community and school events
 - Strategies and collaboration with the District Attorney's Office and Probation Department
 - Illegal marijuana grows on National Forest land
 - 2011 Yuba Sutter SWAT Challenge
 - Canine Program and Western States Canine Association competition

V. PUBLIC COMMUNICATIONS:

Agricultural Commissioner Louie Mendoza presented the 2011 Agricultural Crop Report and responded to Board inquiries.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Authorize Budget Transfer in the amount of \$6,100 from Account No. 101-0000-372-99-01 (Operating Transfers In) to Account No. 101-1200-418-61-13 (Capital Improvements South Annex) to cover abatement costs for South Annex demolition. (Five minute estimate) (220-12) Administrative Services Director Doug McCoy advised during demolition of South Annex a small area of asbestos was located that necessitated additional clean up, and responded to Board inquiries.

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

B. Board of Supervisors

1. Provide direction regarding authority to determine Public Convenience or Necessity for liquor license applications within an area of undue concentration or high crime within the County. (Fifteen minute estimate) (221-12) County Administrator Robert Bendorf provided a brief recap and responded to Board inquiries.

MOTION: Move to continue Board authority to make determination of Public Convenience or Necessity
MOVED: John Nicoletti SECOND: Andy Vasquez
AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

2. Appoint one individual to the Yuba County Fish and Game Advisory Commission as an At-large representative for a term to end May 5, 2013. (Five minute estimate) (222-12)

The following individuals spoke:

- Mr. Robert Gaschke, Browns Valley
- Mr. Dale Whitmore, Marysville
- Mr. Montie Lunkley, Brownsville
- Mr. Mike Boom, Wheatland
- Ms. Michelle Burkes

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

C. County Administrator

1. Approve letter of support to California Public Utilities Commission recommending a reduced Pacific Gas and Electric rate for eligible County businesses. (Ten minute estimate) (223-12) County Administrator Robert Bendorf recapped letter of support and responded to Board inquiries.

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

VII. ORDINANCES AND PUBLIC HEARINGS: The Deputy Clerk read the disclaimer.

- A. Public Hearing - Hold public hearing and adopt the May 2012 update to the South Yuba Drainage Master Plan, selecting Alternative C as the preferred alternative. (Five minutes estimate) (224-12) Public Works Director Mike Lee provided a brief recap and responded to Board inquiries:

Chairman Stocker opened the public hearing. No one came forward.

MOTION: Move to close the public hearing, adopt Alternative C, and make findings that the South Yuba Drainage Master Plan was part of the 2030 General Plan Environmental Impact Report (EIR) and no new effects or mitigation measures are required with 2030 Yuba County General Plan EIR to serve as the environmental documents for this action

MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

VIII. CORRESPONDENCE - (225-12)

- A. Notice from State of California Wildlife Conservation Board enclosing agenda for meeting of May 31, 2012 regarding withdrawal of Daugherty Hill Wildlife area expansion. Accepted.
- B. Letter from Joanna R. Palmer regarding property tax and late payment penalties. (Copy provided to Treasurer-Tax Collector) Accepted.
- C. Notice from State Water Resources Control Board regarding a petition for temporary change involving the transfer of up to 52,320 acre feet of water to facilitate transfers/exchanges involving the following water districts: Santa Clara Valley Water District, Oak Flat Water District/Del Puerto Water District, and Kern County Water Agency/Kern Tulare Water District. Accepted.

IX. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Abe:

- South Yuba Water Agency meeting at Daguerre Point May 22, 2012
- Valley Vision Broadband meeting held May 23, 2012 at the Yuba County Government Center
- Congressman Wally Herger hosted export trade meeting held May 24, 2012
- North Central Counties Consortium meeting held May 24, 2012
- Mason speech contest held May 26, 2012 in Wheatland
- Agricultural Tour in Yuba County Foothills held May 29, 2012
- CSAC Legislative Conference May 30 and 31, 2012
- Yuba County Water Agency accord update meeting held June 4, 2012
- Community Corrections Partnership AB 109 Realignment meeting held June 6 2012
- LAFCO meeting held June 6, 2012
- Agricultural Floodplain Alliance conference call June 7, 2012
- Yuba County Water Agency Administration Budget and Personnel Committee meeting held June 8, 2012

Supervisor Griego:

- Senior Appreciation Day held May 24, 2012
- South County Economic Committee meeting and Hot Dog Social held May 24, 2012

- Feather River Air Quality Management District Board of Directors meeting held June 4, 2012
- SACOG Board of Directors meeting held June 7, 2012
- Marijuana Cultivation ad hoc committee meeting held June 6, 2012
- TRLIA community outreach meeting at Riverside Restoration Center June 11, 2012
- Local Government Commission conference call Thursday, June 14, 2012

Supervisor Vasquez:

- Yuba-Sutter Health and Human Services Adult Education program closing
- Memorial Adjournment - Mr. Richard Cassady

Supervisor Nicoletti:

- Congressman Wally Herger hosted export trade meeting held May 24, 2012
- Valley Vision Broadband meeting held May 23, 2012 at the Yuba County Government Center
- Community Services Commission meeting held June 7, 2012
- Marijuana Cultivation ad hoc committee meeting held June 6, 2012
- Received Board consensus for a thank you letter for Yuba County Sheriff's Department STARS
- Received Board consensus to display public service announcements on behalf of Cal Trans relating to local construction work
- Agricultural Tour in Yuba County Foothills held May 29, 2012
- Peach Tree Health Center still recruiting Executive Director
- TRLIA community outreach meeting at Riverside Restoration Center held June 11, 2012
- Agricultural Tour of Yantai City, China June 24 - 30, 2012

Supervisor Stocker:

- Agricultural events and local farmers markets
- Lions Club Wild Hog Glory Daze held June 9, 2012
- Marysville High School, Abraham Lincoln School, and Foothill School graduation ceremonies

County Administrator Robert Bendorf:

- Proposed Budget presentation June 19, 2012
- State budget deficit at \$17 billion prompting internal and external borrowing
- CSAC conference call regarding in Home Supportive Services Public Authority
- Guest speaker at two charter schools commencement ceremonies held June 8, 2012

X. CLOSED SESSION: The Board retired into Closed Session at 11:03 a.m.

- A. Personnel pursuant to Government Code §54957 - Performance Evaluation/County Counsel
- B. Pending litigation pursuant to Government Code §54956.9(a) - Yuba Group Against Garbage vs. County of Yuba

Chief Deputy Counsel Pat Garamone left closed session at 11:08 a.m. advising no reportable action on the matter of item B.

Special Counsel Kelly Pope joined closed session at 11:09 a.m.

The Board returned from closed session at 11:30 a.m. Chairman Stocker advised the Board had completed the performance evaluation of County Counsel.

XI. ADJOURN: 11:30 a.m. by Chairman Stocker in memory of Mr. Richard Cassady.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

BY: Rachel Ferris, Deputy Clerk

Approved: _____

ASSESSMENTS TO BE DISCHARGED FOR THE TAX YEAR 2011-2012

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
990-048-815-000	2009	G	WILDER CLAY	25.46	Under \$50.00 not cost effective to work
991-049-394-000	2010	J	GIROD JOHN & BETTY JT	26.96	Under \$50.00 not cost effective to work
PRIOR YEAR UNSECURED SUPPLEMENTAL UNDER \$50.00 TOTAL				\$52.42	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
980-000-160-000	2009	X	SHERIFFS RESERVE INC	1,266.88	Government entity
990-034-783-001	2005	G	STINEHELPER JONATHAN J TRUSTEE	71.49	Deceased
990-037-848-001	2006	G	COUNTRYWIDE HOME LOANS	202.72	Business Closed
990-043-514-000	2007	G	SMOTHERMAN DOYLE F & MAYRENE JT	155.78	Deceased
991-043-514-000	2008	G	SMOTHERMAN DOYLE F & MAYRENE JT	115.34	Deceased
PRIOR YEAR UNSECURED SUPPLEMENTAL TOTALS				\$1,812.21	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
910-000-057-000	2010	K	RIDDLE DARRELL	42.56	Under \$50.00 not cost effective to work
910-000-077-000	2009	K	AGUILAR MIGUEL	25.96	Under \$50.00 not cost effective to work
910-000-171-000	2010	K	TAYLOR LARRY D & CHARLENE L JT	47.27	Under \$50.00 not cost effective to work
910-001-101-000	2010	K	CLAYTOR TONY L & KATHRYN J JT-CP	37.64	Under \$50.00 not cost effective to work
910-001-278-000	2010	K	EYRE MARK & ANNA	28.34	Under \$50.00 not cost effective to work
PRIOR YEAR UNSECURED MOBILE HOME UNDER \$50.00 TOTAL				\$181.77	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
910-000-491-000	2010	K	STEWART CECIL & YVONNE	213.82	Deceased
910-000-610-000	2010	K	MULLANEY THOMAS	67.20	Deceased
910-000-646-000	2009	K	TICE NAOMI	156.74	Deceased
910-000-646-000	2010	K	TICE NAOMI	121.39	Deceased
910-001-432-000	1999	K	KERNS THOMAS E. ETAL	292.70	Mobile home sold at lien sale.
910-001-432-000	2000	K	KERNS THOMAS E. ETAL	285.76	Mobile home sold at lien sale.

910-001-432-000	2002	K	KERNS THOMAS E, ETAL	152.00	Mobile home sold at lien sale.
910-001-432-000	2003	K	KERNS THOMAS E, ETAL	152.00	Mobile home sold at lien sale.
910-001-432-000	2004	K	KERNS THOMAS E, ETAL	152.00	Mobile home sold at lien sale.
910-001-432-000	2010	K	KERNS THOMAS E, ETAL	141.78	Mobile home sold at lien sale.
910-001-581-000	2009	K	FRENCH CAROLYN	76.76	Deceased
910-001-581-000	2010	K	FRENCH CAROLYN	76.52	Deceased
910-001-583-000	2008	K	KVATERCHUK OKSANA	60.48	Mobile demolished
PRIOR YEAR UNSECURED MOBILE HOME TOTALS				\$1,949.15	

CURRENT YEAR SUPPLEMENTAL UNSECURED UNDER \$50.00				Base Tax	Comments
Asmt	Tax Year	Roll Type	Owner		
990-051-344-000	2009	Q	DLHC INC ETAL	45.50	Under \$50.00 not cost effective to work
991-051-777-000	2011	Q	HAMMERHEAD PROPERTIES	26.48	Under \$50.00 not cost effective to work
CURRENT YEAR SUPPLEMENTAL UNSECURED UNDER \$50.00 TOTALS				\$71.98	

CURRENT YEAR SUPPLEMENTAL UNSECURED				Base Tax	Comments
Asmt	Tax Year	Roll Type	Owner		
990-043-546-001	2007	Q	GASAWAY TOMMY D	286.37	Deceased
990-051-195-000	2010	Q	HOUSING & URBAN DEVELOPMENT SECRETARY OF	700.90	Government entity
990-051-197-000	2010	Q	HOUSING & URBAN DEVELOPMENT OF WA DC SECR	499.34	Government entity
990-051-198-000	2010	Q	HOUSING & URBAN DEVELOPMENT OF WA DC SECR	635.06	Government entity
990-051-199-000	2009	Q	HOUSING & URBAN DEVELOPMENT SECRETARY OF	141.04	Government entity
991-043-546-001	2008	Q	GASAWAY TOMMY D	372.86	Deceased
991-051-199-000	2010	Q	HOUSING & URBAN DEVELOPMENT SECRETARY OF	471.64	Government entity
CURRENT YEAR SUPPLEMENTAL UNSECURED TOTALS				\$3,107.21	

CURRENT YEAR UNSECURED UNDER \$50.00				Base Tax	Comments
Asmt	Tax Year	Roll Type	Owner		
800-000-106-000	2011	U	JONES GEORGE	30.95	Under \$50.00 not cost effective to work
800-000-270-000	2011	U	THAO DAVID F & VANG PHOUA	34.22	Under \$50.00 not cost effective to work
800-000-428-000	2011	U	B J'S RICHARDSON HOME FURNISHINGS INC	41.63	Under \$50.00 not cost effective to work
800-001-597-000	2011	U	PRODANOVICH MICHAEL C	44.56	Under \$50.00 not cost effective to work
800-001-700-000	2011	U	COPLIN THELMA JEAN	34.32	Under \$50.00 not cost effective to work
800-001-706-000	2011	U	MONETTE DENISE	36.40	Under \$50.00 not cost effective to work
800-001-892-000	2011	U	GAFFORD JEANNIE K	37.13	Under \$50.00 not cost effective to work
800-002-279-000	2011	U	BARAJAS CANDIS	39.61	Under \$50.00 not cost effective to work

800-002-290-000	2011	U	LARJER INC	30.95	Under \$50.00 not cost effective to work
800-002-391-000	2011	U	MALONE DENEAN	31.20	Under \$50.00 not cost effective to work
800-002-695-000	2011	U	RBS WORLDPAY	29.95	Under \$50.00 not cost effective to work
800-002-734-000	2011	U	GOLDEN AGE TAX & BOOKKEEPING SERVICES	28.36	Under \$50.00 not cost effective to work
800-002-823-000	2011	U	GONZALEZ JOSE L	23.08	Under \$50.00 not cost effective to work
830-000-763-000	2011	U	PEARSON JIMMY DOYLE OR STEVIE MAE	21.04	Under \$50.00 not cost effective to work
830-001-133-000	2011	U	MYERS JERRY DOUGLAS OR KATHERINE	32.29	Under \$50.00 not cost effective to work
830-003-030-000	2011	U	CURRY PAUL R	39.85	Under \$50.00 not cost effective to work
830-004-090-000	2011	U	WATSON CHARLES	44.45	Under \$50.00 not cost effective to work
830-004-842-000	2011	U	GOODNIGHT JEREMY	27.80	Under \$50.00 not cost effective to work
830-005-248-000	2011	U	BRONECK TIMOTHY W	36.01	Under \$50.00 not cost effective to work
830-005-582-000	2011	U	BAGGETT JOSHUA KANE	38.71	Under \$50.00 not cost effective to work
830-005-883-000	2011	U	WELCH JOSEPH G OR JOAN D	35.23	Under \$50.00 not cost effective to work
830-006-111-000	2011	U	WILLIAMS LEON OR LOLA M	25.21	Under \$50.00 not cost effective to work
830-006-126-000	2011	U	HALCOMB PAUL A	21.16	Under \$50.00 not cost effective to work
830-006-157-000	2011	U	CARR JESSE WILLIAM OR CHRISTOPHER WILLIAM	20.48	Under \$50.00 not cost effective to work
830-006-488-000	2011	U	MOSLEY HARRIET	34.09	Under \$50.00 not cost effective to work
830-006-647-000	2011	U	PATTERSON MICHAEL PATRICK	35.33	Under \$50.00 not cost effective to work
830-006-753-000	2011	U	NEIGHBORS MICHAEL JAMES	22.62	Under \$50.00 not cost effective to work
830-006-921-000	2011	U	WRIGHT LARRY OR SANDY	43.33	Under \$50.00 not cost effective to work
830-006-945-000	2011	U	PERKINS FREDDIE OR JAMIE	21.16	Under \$50.00 not cost effective to work
830-007-039-000	2011	U	MONTGOMERY LANNY R OR MICHELLE R	22.62	Under \$50.00 not cost effective to work
830-007-084-000	2011	U	SOITO WILLIAM	33.07	Under \$50.00 not cost effective to work
830-007-107-000	2011	U	HENDRIX JOE	25.87	Under \$50.00 not cost effective to work
830-007-155-000	2011	U	REEMTS JOHN E & MARGOT Y	30.61	Under \$50.00 not cost effective to work
830-007-315-000	2011	U	COUPE DANIEL OR LEEANN M	44.84	Under \$50.00 not cost effective to work
830-007-322-000	2011	U	VASQUEZ ABEL QUINTANA	23.33	Under \$50.00 not cost effective to work
830-007-341-000	2011	U	LEONARD RUSSELL DOYLE	25.77	Under \$50.00 not cost effective to work
830-007-433-000	2011	U	LAKE JEFF A OR DIANE M	46.37	Under \$50.00 not cost effective to work
830-007-499-000	2011	U	HASTEY CHRISTA	31.05	Under \$50.00 not cost effective to work
830-007-506-000	2011	U	LEE DONALD	32.75	Under \$50.00 not cost effective to work
830-007-523-000	2011	U	HILL PETER J OR DEBBIE MARIE	43.32	Under \$50.00 not cost effective to work
830-007-602-000	2011	U	BRAMER BENJAMIN J II OR MARY K	22.62	Under \$50.00 not cost effective to work
830-007-697-000	2011	U	HARRYMAN ALDINE	31.05	Under \$50.00 not cost effective to work
830-007-765-000	2011	U	CRAIG SAM B	31.74	Under \$50.00 not cost effective to work
830-007-839-000	2011	U	KEENEY DENNIS D	25.77	Under \$50.00 not cost effective to work
830-007-842-000	2011	U	GALLIER DERIK E	26.00	Under \$50.00 not cost effective to work
830-007-854-000	2011	U	DAVIS WILLIAM	35.00	Under \$50.00 not cost effective to work
830-007-914-000	2011	U	PRUITT ALAN ROY	24.99	Under \$50.00 not cost effective to work
830-008-047-000	2011	U	SMOCK BOB	32.41	Under \$50.00 not cost effective to work
830-008-182-000	2011	U	BARABIN SHANNON	27.57	Under \$50.00 not cost effective to work
830-008-239-000	2011	U	PAINE STEVE R	46.48	Under \$50.00 not cost effective to work

830-008-253-000	2011	U	GOUKER VERN A R	27.35	Under \$50.00 not cost effective to work
830-008-269-000	2011	U	STEVENS RAYMOND M	29.59	Under \$50.00 not cost effective to work
830-008-288-000	2011	U	HARRYMAN EDWARD OR DEBORAH	48.51	Under \$50.00 not cost effective to work
830-008-370-000	2011	U	GERULA BENJAMIN G	30.34	Under \$50.00 not cost effective to work
830-008-433-000	2011	U	ANDERSON SHEAN	25.77	Under \$50.00 not cost effective to work
830-008-472-000	2011	U	HILTON ROBERT S	36.58	Under \$50.00 not cost effective to work
830-008-495-000	2011	U	HENRY JASON	34.89	Under \$50.00 not cost effective to work
830-008-498-000	2011	U	HENRY JASON	34.89	Under \$50.00 not cost effective to work
830-008-506-000	2011	U	MORGAN JESSE L	29.82	Under \$50.00 not cost effective to work
830-008-548-000	2011	U	STRAATON DENISE LORRELL	28.74	Under \$50.00 not cost effective to work
830-008-549-000	2011	U	STRAATON DENISE LORRELL	28.74	Under \$50.00 not cost effective to work
830-008-595-000	2011	U	ALMQUIST JEFFREY A OR GLENDA J	21.04	Under \$50.00 not cost effective to work
830-008-625-000	2011	U	MICHALEK LEE DANIEL	29.48	Under \$50.00 not cost effective to work
830-008-664-000	2011	U	BARKER JOSEPH C OR SABRINA A	38.04	Under \$50.00 not cost effective to work
830-008-665-000	2011	U	BARKER JOSEPH C OR BARKER SABRINA A	27.57	Under \$50.00 not cost effective to work
830-008-678-000	2011	U	WEDDLE STEVEN RAY	23.74	Under \$50.00 not cost effective to work
830-008-718-000	2011	U	GARCIA GARY CRAIG	26.27	Under \$50.00 not cost effective to work
830-008-737-000	2011	U	MULLIKIN JOHN KENNETH	20.15	Under \$50.00 not cost effective to work
830-008-752-000	2011	U	NEHER WILLIAM CHRISTOPHER OR SADIE JOSEPHINE	31.40	Under \$50.00 not cost effective to work
830-008-786-000	2011	U	WIEHN REGINA ANN	25.21	Under \$50.00 not cost effective to work
830-008-862-000	2011	U	SWEETMAN STEVEN JAMES OR DIANNA SUE	23.74	Under \$50.00 not cost effective to work
830-008-886-000	2011	U	BACK GENE ALAN	39.77	Under \$50.00 not cost effective to work
830-008-944-000	2011	U	BARNHART CHERYL LEE OR ROBERT BRYAN	22.06	Under \$50.00 not cost effective to work
830-009-032-000	2011	U	GRACE DANIEL	26.98	Under \$50.00 not cost effective to work
830-009-063-000	2011	U	KIBBE RANDY E	47.04	Under \$50.00 not cost effective to work
830-009-077-000	2011	U	LOGAN STEVEN M	32.46	Under \$50.00 not cost effective to work
830-009-078-000	2011	U	SIMS LARRY L	38.59	Under \$50.00 not cost effective to work
830-009-080-000	2011	U	AGRIFOGLIO CHAD O	39.77	Under \$50.00 not cost effective to work
830-009-088-000	2011	U	LEE DONALD	39.61	Under \$50.00 not cost effective to work
830-009-090-000	2011	U	ELMS SUE ANN OR STEVEN KENNETH	20.36	Under \$50.00 not cost effective to work
830-009-110-000	2011	U	RIVERA ARTURO V	44.56	Under \$50.00 not cost effective to work
830-009-146-000	2011	U	PHILLIPS CHRIS LONGSON	40.73	Under \$50.00 not cost effective to work
830-009-150-000	2011	U	GONZALEZ GABRIEL	37.13	Under \$50.00 not cost effective to work
830-009-166-000	2011	U	ENGLAND CASEY M	21.10	Under \$50.00 not cost effective to work
830-009-301-000	2011	U	VILLALOBOS GERARDO	42.10	Under \$50.00 not cost effective to work
830-009-340-000	2011	U	SKIBBIE MARIA MARGARET OR SOMMER FRED E	20.03	Under \$50.00 not cost effective to work
830-009-368-000	2011	U	KELLY SHAWN P OR COOKSON KELLY JENNIFER L	28.47	Under \$50.00 not cost effective to work
830-009-398-000	2011	U	COVERT JERILEE	39.87	Under \$50.00 not cost effective to work
830-009-410-000	2011	U	TURK RICK A	48.96	Under \$50.00 not cost effective to work
830-009-417-000	2011	U	GATES WILLIAMS RAY OR MARGIE MAY	34.22	Under \$50.00 not cost effective to work
830-009-476-000	2011	U	STEELE BRIAN	40.07	Under \$50.00 not cost effective to work
830-009-477-000	2011	U	ANCHEITA BARON JAMES	27.80	Under \$50.00 not cost effective to work

830-009-493-000	2011	U	YOUNG ALAN	22.29	Under \$50.00 not cost effective to work
830-009-495-000	2011	U	SMITH JEFF P	33.54	Under \$50.00 not cost effective to work
830-009-498-000	2011	U	GATES DANIEL WILLIAM	22.18	Under \$50.00 not cost effective to work
830-009-500-000	2011	U	DODDS DEEDEE	44.00	Under \$50.00 not cost effective to work
830-009-507-000	2011	U	VAZQUEZ EDWIN	48.96	Under \$50.00 not cost effective to work
830-009-530-000	2011	U	MARGASON DANIEL MATHEW	27.51	Under \$50.00 not cost effective to work
830-009-534-000	2011	U	HEFLIN ROBERT ANTHONY	20.03	Under \$50.00 not cost effective to work
830-009-563-000	2011	U	AGUAYO ALEJANDRO D OR DORA	42.50	Under \$50.00 not cost effective to work
830-009-565-000	2011	U	FORD EDWARD THOMAS	32.97	Under \$50.00 not cost effective to work
830-009-575-000	2011	U	COTTINGHAM JOHN M	23.08	Under \$50.00 not cost effective to work
830-009-579-000	2011	U	SERRANO JOSE DEJESUS	44.23	Under \$50.00 not cost effective to work
830-009-599-000	2011	U	COLE KENNETH	28.92	Under \$50.00 not cost effective to work
830-009-617-000	2011	U	LEWIS KELLY W	35.44	Under \$50.00 not cost effective to work
830-009-711-000	2011	U	LITTLE FRANKLIN D	36.01	Under \$50.00 not cost effective to work
830-009-713-000	2011	U	HAYNES PAUL E	22.73	Under \$50.00 not cost effective to work
830-009-725-000	2011	U	POLANCO ADOLFO	32.26	Under \$50.00 not cost effective to work
830-009-750-000	2011	U	QUEZADA TINA OR NEIL	23.13	Under \$50.00 not cost effective to work
830-009-758-000	2011	U	SCHAAL EDWARD RALSTON	20.71	Under \$50.00 not cost effective to work
830-009-760-000	2011	U	BURLESON LISA GAYLE	25.54	Under \$50.00 not cost effective to work
830-009-787-000	2011	U	TUCKER CHARLES OR LISA	31.04	Under \$50.00 not cost effective to work
830-009-798-000	2011	U	REED AUDREY SHIRLENE	27.80	Under \$50.00 not cost effective to work
830-009-799-000	2011	U	REED AUDREY SHIRLENE	29.48	Under \$50.00 not cost effective to work
830-009-832-000	2011	U	WIEHN REGINA A	22.93	Under \$50.00 not cost effective to work
830-009-851-000	2011	U	WILLIAMSON RAQUEL	45.34	Under \$50.00 not cost effective to work
830-009-853-000	2011	U	WHITSETT RICHARD CALVIN	25.54	Under \$50.00 not cost effective to work
830-009-862-000	2011	U	VANLIEW DARRELL LEE	37.58	Under \$50.00 not cost effective to work
830-009-869-000	2011	U	ROSAVES JENNIFER MARIE	48.70	Under \$50.00 not cost effective to work
830-009-878-000	2011	U	YAMADA KATHLEEN MARIE	22.18	Under \$50.00 not cost effective to work
830-009-899-000	2011	U	SAUCEDO LUIS	25.37	Under \$50.00 not cost effective to work
830-009-904-000	2011	U	HERRON TIM	32.06	Under \$50.00 not cost effective to work
830-009-913-000	2011	U	NICHOLS KENNETH HOWARD	39.40	Under \$50.00 not cost effective to work
830-009-938-000	2011	U	AMORIM JOSEPH FERNANDO	20.71	Under \$50.00 not cost effective to work
830-009-946-000	2011	U	CALL CHRISTIAN STEWART	22.73	Under \$50.00 not cost effective to work
830-009-950-000	2011	U	MYERS LEWIS JR OR MASCIANGIOLI-MYERS CARI	23.33	Under \$50.00 not cost effective to work
830-009-982-000	2011	U	WALLACE CASEY ANDREW	25.87	Under \$50.00 not cost effective to work
830-009-987-000	2011	U	SPEAKER CHRISTOPHER F	33.07	Under \$50.00 not cost effective to work
830-010-094-000	2011	U	REED AUDREY SHIRLENE	33.99	Under \$50.00 not cost effective to work
830-010-097-000	2011	U	ARMSTRONG MATTHEW JAMES	39.95	Under \$50.00 not cost effective to work
830-010-119-000	2011	U	LOGAN ROBERT L	24.86	Under \$50.00 not cost effective to work
830-010-121-000	2011	U	CAMPOS ISALAH	41.97	Under \$50.00 not cost effective to work
830-010-163-000	2011	U	MATTOCH CHARLES D	22.51	Under \$50.00 not cost effective to work
830-010-197-000	2011	U	NEAULT BRANDON W	47.14	Under \$50.00 not cost effective to work

830-010-200-000	2011	U	ARMSTRONG JACQUELYN A	20.71	Under \$50.00not cost effective to work
830-010-214-000	2011	U	OLSON DANA J	20.71	Under \$50.00not cost effective to work
830-010-228-000	2011	U	HUBBARD DAVID L	26.17	Under \$50.00not cost effective to work
830-010-256-000	2011	U	PETERS STEVEN R	24.09	Under \$50.00not cost effective to work
830-010-259-000	2011	U	JOHNSON MARTY D	28.58	Under \$50.00not cost effective to work
830-010-266-000	2011	U	RIZO NATHAN OR RIZO ATHENA	48.18	Under \$50.00not cost effective to work
830-010-319-000	2011	U	CAMPOS ISAIAS	45.25	Under \$50.00not cost effective to work
830-010-364-000	2011	U	ROMINE CLARENCE I OR KAREN L	37.63	Under \$50.00not cost effective to work
830-010-370-000	2011	U	ODELL PETE W	41.18	Under \$50.00not cost effective to work
830-010-372-000	2011	U	ROBINSON KAMMIE ANN	35.90	Under \$50.00not cost effective to work
830-010-376-000	2011	U	MORGAN SEAN ALLEN	32.41	Under \$50.00not cost effective to work
830-010-378-000	2011	U	WILLIAMS ALLEN OR KEVIN	25.21	Under \$50.00not cost effective to work
830-010-385-000	2011	U	WILLIAMS ALLEN DALE	25.87	Under \$50.00not cost effective to work
830-010-391-000	2011	U	GILLIS BRIAN KIETH	25.87	Under \$50.00not cost effective to work
830-010-395-000	2011	U	MOORE OSCAR J OR MARGARET L	31.96	Under \$50.00not cost effective to work
830-010-398-000	2011	U	BARMETTLER LANCE E	47.14	Under \$50.00not cost effective to work
830-010-432-000	2011	U	LESLEY KENNETH J	24.64	Under \$50.00not cost effective to work
830-010-491-000	2011	U	BECKER JOHN R	31.05	Under \$50.00not cost effective to work
830-010-513-000	2010	U	KEENEY STEPHEN T	41.76	Under \$50.00not cost effective to work
830-010-513-000	2011	U	KEENEY STEPHEN T	44.45	Under \$50.00not cost effective to work
830-010-536-000	2011	U	HARDY GREGORY D	20.29	Under \$50.00not cost effective to work
830-010-537-000	2011	U	AVALOS JOHN C	37.13	Under \$50.00not cost effective to work
860-000-128-000	2011	U	PANKAJ SHARMA	45.65	Under \$50.00not cost effective to work
860-000-282-000	2011	U	GRUBBS MICHAEL	31.45	Under \$50.00not cost effective to work
860-000-292-000	2011	U	RADTKE MICHAEL	25.89	Under \$50.00not cost effective to work
860-000-296-000	2008	U	SELBY RONALD	35.13	Under \$50.00not cost effective to work
860-000-296-000	2009	U	SELBY RONALD	35.90	Under \$50.00not cost effective to work
860-000-296-000	2010	U	SELBY RONALD	38.19	Under \$50.00not cost effective to work
CURRENT YEAR UNSECURED UNDER \$50.00 TOTALS				\$5,195.86	

Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
800-000-557-000	2011	U	SKEFFINGTON WANDA F	126.27	Deceased
800-002-795-000	2011	U	SPRING VALLEY PUMP CO	187.30	Business closed 8/2011
820-000-415-000	2011	T	MURPHY MICHAEL P	2,230.49	Aircraft Seized
850-000-157-000	2011	U	HOLLYWOOD ENTERTAINMENT CORP	1,468.91	Business closed
860-000-028-000	2011	U	SHERIFFS RESERVE INC	1,367.58	Government entity
860-000-187-000	2011	U	NELSON TODD	4,960.64	Bankruptcy filed
CURRENT YEAR UNSECURED TOTALS				\$10,341.19	

PRIOR YEAR UNSECURED UNDER \$50.00			
Asmt	Tax Year	Roll Type	Owner
800-000-106-000	2010	Y	JONES GEORGE
800-001-597-000	2010	Y	PRODANOVICH MICHAEL C
800-001-706-000	2005	Y	MONETTE DENISE
800-001-706-000	2006	Y	MONETTE DENISE
800-001-706-000	2007	Y	MONETTE DENISE
800-001-706-000	2008	Y	MONETTE DENISE
800-001-972-000	2010	Y	ESSENTIAL DATA INC
800-002-179-000	2010	Y	GREENWELL GENE JD
800-002-279-000	2005	Y	BARAVAS CANDIS
800-002-279-000	2006	Y	BARAVAS CANDIS
800-002-279-000	2007	Y	BARAVAS CANDIS
800-002-279-000	2008	Y	BARAVAS CANDIS
800-002-279-000	2010	Y	BARAVAS CANDIS
800-002-290-000	2010	Y	LARJER INC
800-002-734-000	2010	Y	GOLDEN AGE TAX & BOOKKEEPING SERVICES
830-004-289-000	2010	Y	CORONA PEDRO B OR LOIS A
830-005-582-000	2010	Y	BAGGETT JOSHUA KANE
830-006-647-000	2010	Y	PATTERSON MICHAEL PATRICK
830-007-084-000	2010	Y	SOITO WILLIAM
830-007-288-000	2010	Y	MESSICK CHARLES J
830-007-322-000	2010	Y	VASQUEZ ABEL QUINTANA
830-007-341-000	2010	Y	LEONARD RUSSELL DOYLE
830-007-499-000	2010	Y	HASTEY CHRISTA
830-007-506-000	2010	Y	LEE DONALD
830-007-697-000	2010	Y	HARRYMAN ALDINE
830-007-833-000	2010	Y	STAPP CARROLL E
830-007-839-000	2010	Y	KEENEY DENNIS D
830-007-899-000	2010	Y	ASTON RICK WILLIAM
830-007-932-000	2010	Y	MCHUGH BILL M JR
830-008-047-000	2010	Y	SMOCK BOB
830-008-204-000	2010	Y	LOWE BRIAN CLARK OR KELLY LYNN
830-008-269-000	2010	Y	STEVENS RAYMOND M
830-008-370-000	2010	Y	GERULA BENJAMIN G
830-008-433-000	2010	Y	ANDERSON SHEAN
830-008-472-000	2010	Y	HILTON ROBERT S
830-008-495-000	2010	Y	HENRY JASON
830-008-498-000	2010	Y	HENRY JASON
830-008-506-000	2010	Y	MORGAN JESSE L
830-008-718-000	2010	Y	GARCIA GARY CRAIG OR SHAWN ROBIN
Base Tax			
Comments			
31.03	Under \$50.00	not cost effective to work	
44.69	Under \$50.00	not cost effective to work	
37.62	Under \$50.00	not cost effective to work	
36.85	Under \$50.00	not cost effective to work	
37.73	Under \$50.00	not cost effective to work	
36.85	Under \$50.00	not cost effective to work	
36.13	Under \$50.00	not cost effective to work	
38.49	Under \$50.00	not cost effective to work	
35.20	Under \$50.00	not cost effective to work	
32.00	Under \$50.00	not cost effective to work	
33.67	Under \$50.00	not cost effective to work	
37.20	Under \$50.00	not cost effective to work	
39.73	Under \$50.00	not cost effective to work	
31.03	Under \$50.00	not cost effective to work	
33.76	Under \$50.00	not cost effective to work	
35.78	Under \$50.00	not cost effective to work	
33.85	Under \$50.00	not cost effective to work	
34.09	Under \$50.00	not cost effective to work	
28.79	Under \$50.00	not cost effective to work	
43.80	Under \$50.00	not cost effective to work	
22.59	Under \$50.00	not cost effective to work	
22.57	Under \$50.00	not cost effective to work	
27.09	Under \$50.00	not cost effective to work	
30.81	Under \$50.00	not cost effective to work	
27.09	Under \$50.00	not cost effective to work	
26.97	Under \$50.00	not cost effective to work	
22.57	Under \$50.00	not cost effective to work	
25.39	Under \$50.00	not cost effective to work	
37.80	Under \$50.00	not cost effective to work	
31.38	Under \$50.00	not cost effective to work	
42.33	Under \$50.00	not cost effective to work	
31.72	Under \$50.00	not cost effective to work	
29.30	Under \$50.00	not cost effective to work	
22.57	Under \$50.00	not cost effective to work	
35.21	Under \$50.00	not cost effective to work	
36.79	Under \$50.00	not cost effective to work	
36.79	Under \$50.00	not cost effective to work	
25.96	Under \$50.00	not cost effective to work	
25.43	Under \$50.00	not cost effective to work	

830-008-786-000	2010	Y	WIEHN REGINA ANN	24.39	Under \$50.00 not cost effective to work
830-009-032-000	2010	Y	GRACE DANIEL	28.90	Under \$50.00 not cost effective to work
830-009-063-000	2010	Y	KIBBE RANDY E	49.33	Under \$50.00 not cost effective to work
830-009-080-000	2010	Y	AGRIFOGLIO CHAD O	41.71	Under \$50.00 not cost effective to work
830-009-088-000	2010	Y	LEE DONALD	42.33	Under \$50.00 not cost effective to work
830-009-150-000	2010	Y	GONZALEZ GABRIEL	35.56	Under \$50.00 not cost effective to work
830-009-168-000	2010	Y	RICHARD JON P	20.96	Under \$50.00 not cost effective to work
830-009-274-000	2010	Y	DOWING LAURA	41.71	Under \$50.00 not cost effective to work
830-009-476-000	2010	Y	STEELE BRIAN	34.90	Under \$50.00 not cost effective to work
830-009-495-000	2010	Y	SMITH JEFF P	31.94	Under \$50.00 not cost effective to work
830-009-530-000	2010	Y	MARGASON DANIEL MATTHEW	26.43	Under \$50.00 not cost effective to work
830-009-563-000	2010	Y	AGUAYO ALEJANDRO D OR DORA	40.49	Under \$50.00 not cost effective to work
830-009-565-000	2010	Y	FORD EDWARD THOMAS	31.61	Under \$50.00 not cost effective to work
830-009-573-000	2010	Y	VANROEKEL DONALD L	48.43	Under \$50.00 not cost effective to work
830-009-575-000	2010	Y	COTTINGHAM JOHN M	22.12	Under \$50.00 not cost effective to work
830-009-579-000	2010	Y	SERRANO JOSE DEJESUS	46.27	Under \$50.00 not cost effective to work
830-009-711-000	2010	Y	LITTLE FRANKLIN D	37.80	Under \$50.00 not cost effective to work
830-009-713-000	2010	Y	HAYNES PAUL E	21.56	Under \$50.00 not cost effective to work
830-009-783-000	2010	Y	CLARK RANDAL J	21.98	Under \$50.00 not cost effective to work
830-009-787-000	2010	Y	TUCKER CHARLES OR LISA	29.41	Under \$50.00 not cost effective to work
830-009-832-000	2010	Y	WIEHN REGINA A	20.04	Under \$50.00 not cost effective to work
830-009-851-000	2010	Y	WILLIAMSON RAQUEL	48.23	Under \$50.00 not cost effective to work
830-009-853-000	2010	Y	WHITSETT RICHARD CALVIN	24.60	Under \$50.00 not cost effective to work
830-009-861-000	2010	Y	MADRIGAL JOE STEVEN	22.57	Under \$50.00 not cost effective to work
830-009-904-000	2010	Y	HERRON TIM	30.32	Under \$50.00 not cost effective to work
830-009-913-000	2010	Y	NICHOLS KENNETH HOWARD	34.31	Under \$50.00 not cost effective to work
830-009-928-000	2010	Y	MCCLASKEY BRUCE A	36.12	Under \$50.00 not cost effective to work
830-009-942-000	2010	Y	NEAL BRYAN RAY	22.57	Under \$50.00 not cost effective to work
830-009-950-000	2010	Y	MYERS LEWIS JR OR MASCIANGIOLI-MYERS CARI	20.35	Under \$50.00 not cost effective to work
830-009-964-000	2010	Y	LICEA CARMEN S	45.94	Under \$50.00 not cost effective to work
830-009-972-000	2010	Y	CARDWELL MICHAEL RICHARD	29.01	Under \$50.00 not cost effective to work
830-009-982-000	2010	Y	WALLACE CASEY ANDREW	22.57	Under \$50.00 not cost effective to work
830-009-987-000	2010	Y	SPEAKER CHRISTOPHER F	28.89	Under \$50.00 not cost effective to work
830-009-997-000	2010	Y	LEE ROBERT OR DONDI	49.66	Under \$50.00 not cost effective to work
830-010-099-000	2010	Y	THOMPSON RONALD MANFRED OR CYNTHIA E	21.10	Under \$50.00 not cost effective to work
830-010-119-000	2010	Y	LOGAN ROBERT L	23.70	Under \$50.00 not cost effective to work
830-010-121-000	2010	Y	CAMPOS ISAAH	44.01	Under \$50.00 not cost effective to work
830-010-163-000	2010	Y	MATTOCH CHARLES D	23.47	Under \$50.00 not cost effective to work
830-010-184-000	2010	Y	ELLIS AMY DAWN	37.69	Under \$50.00 not cost effective to work
830-010-197-000	2010	Y	NEAULT BRANDON W	49.44	Under \$50.00 not cost effective to work
830-010-199-000	2010	Y	JOHNSON PATRICK DANIEL	33.52	Under \$50.00 not cost effective to work
830-010-203-000	2010	Y	CHAVEZ ALEX M OR BOND KELLY	22.57	Under \$50.00 not cost effective to work

830-010-228-000	2010	Y	HUBBARD DAVID L	25.13	Under \$50.00 not cost effective to work
830-010-266-000	2010	Y	RIZO NATHAN OR RIZO ATHENA	42.03	Under \$50.00 not cost effective to work
830-010-275-000	2008	Y	STICKLAND PAUL RICHARD ETAL	35.29	Under \$50.00 not cost effective to work
830-010-275-000	2009	Y	STICKLAND PAUL RICHARD ETAL	33.23	Under \$50.00 not cost effective to work
830-010-275-000	2010	Y	STICKLAND PAUL RICHARD ETAL	26.65	Under \$50.00 not cost effective to work
830-010-319-000	2010	Y	CAMPOS ISAIAS	48.08	Under \$50.00 not cost effective to work
830-010-364-000	2010	Y	ROMINE CLARENCE I OR KAREN L	35.62	Under \$50.00 not cost effective to work
830-010-365-000	2010	Y	MCCONNELL CLEON OR DELORES ANN	24.84	Under \$50.00 not cost effective to work
830-010-370-000	2010	Y	ODELL PETE W	39.52	Under \$50.00 not cost effective to work
830-010-372-000	2010	Y	ROBINSON KAMMIE ANN	38.38	Under \$50.00 not cost effective to work
830-010-375-000	2010	Y	WYATT JOHNNIE J	40.63	Under \$50.00 not cost effective to work
830-010-376-000	2010	Y	MORGAN SEAN ALLEN	28.21	Under \$50.00 not cost effective to work
830-010-378-000	2010	Y	WILLIAMS ALLEN OR KEVIN	23.70	Under \$50.00 not cost effective to work
830-010-385-000	2010	Y	WILLIAMS ALLEN DALE	22.57	Under \$50.00 not cost effective to work
830-010-386-000	2010	Y	BURGESS EVELYN JUNE	30.03	Under \$50.00 not cost effective to work
830-010-391-000	2010	Y	GILLIS BRIAN KIETH	22.57	Under \$50.00 not cost effective to work
830-010-395-000	2010	Y	MOORE OSCAR J OR MARGARET L	30.70	Under \$50.00 not cost effective to work
860-000-141-000	2010	Y	PLAIN PARTS	40.44	Under \$50.00 not cost effective to work
UNSECURED UNDER \$50.00				\$3,234.78	

PRIOR YEAR UNSECURED					
Asmt	Tax Year	Roll Type	Owner	Base Tax	Comments
800-000-404-000	2009	Y	ARMITAGE LEE R & DENISE	76.30	Business Closed 2009
800-000-557-000	2009	Y	SKEFFINGTON WANDA F	118.82	Deceased
800-001-348-000	2009	Y	GALLARDO RAFAEL RAYA	72.22	Business Closed 2008
800-001-426-000	2009	Y	CORINO RAYMOND JOHN	122.31	Business Closed 2009
800-001-426-000	2010	Y	CORINO RAYMOND JOHN	118.52	Business Closed 2009
800-001-548-000	2009	Y	CHAPMAN JAMES KEITH	56.85	Business Closed 2009
800-001-702-000	2009	Y	SPARKS DALE IVAN	533.26	Business Closed 2009
800-001-906-000	2007	Y	KUBICH MARK A	1,257.08	Business Closed 2008
800-001-906-000	2008	Y	KUBICH MARK A	1,269.04	Business Closed 2008
800-002-267-000	2009	Y	VINCENT MEDICAL GROUP INC	227.84	Business Closed 2010
800-002-267-000	2010	Y	VINCENT MEDICAL GROUP INC	228.20	Business Closed 2010
800-002-278-000	2009	Y	MONTAZAR GEORGE A	83.87	Business Closed 2010
800-002-278-000	2010	Y	MONTAZAR GEORGE A	89.39	Business Closed 2010
800-002-294-000	2007	Y	MYERS LANCE J	286.30	Business Closed 2010
800-002-294-000	2008	Y	MYERS LANCE J	809.21	Business Closed 2010
800-002-294-000	2009	Y	MYERS LANCE J	257.65	Business Closed 2010
800-002-294-000	2010	Y	MYERS LANCE J	264.70	Business Closed 2010
800-002-330-000	2010	Y	HSU HSIN W	2,464.39	Business Closed 2010
800-002-348-000	2009	Y	HALE BRIAN	430.06	Business Closed 2010
800-002-376-000	2008	Y	WEATHERALL LAURENCE	147.41	Business Closed 2008
800-002-419-000	2006	Y	ORNELAS AURELIO GARCIA	110.00	Business Closed 2006
800-002-431-000	2008	Y	MARYSVILLE HIDDEN LAKE RV RESORT LLC	286.93	Property repossessed by bank
800-002-431-000	2009	Y	MARYSVILLE HIDDEN LAKE RV RESORT LLC	294.70	Property repossessed by bank
800-002-434-000	2009	Y	DEWEESE JAMES H	121.14	Business Closed 2009
800-002-534-000	2009	Y	SERVICEMASTER CLEANING & RESTORATION	291.21	Business Closed 2009
800-002-550-000	2009	Y	PATTERSON DAWN J	121.82	Business Closed 2010
800-002-550-000	2010	Y	PATTERSON DAWN J	107.67	Business Closed 2010
800-002-583-000	2006	Y	GONZALEZ LANCIE	132.88	Business Closed 2006
800-002-708-000	2008	Y	HANSEN STEVEN L	136.00	Business Closed 2009
800-002-708-000	2009	Y	HANSEN STEVEN L	130.80	Business Closed 2009
800-002-722-000	2009	Y	EDWARDS BLISS & LYDICK JEREMIAH	88.18	Business Closed 2010
800-002-722-000	2010	Y	EDWARDS BLISS & LYDICK JEREMIAH	88.90	Business Closed 2010
800-002-735-000	2008	Y	SOYDARA AMY MONE	52.84	Business Closed 2009
845-000-126-000	2002	Y	SCOTT DAVID L & BARBARA	269.32	Business Closed - County owns property
845-000-126-000	2003	Y	SCOTT DAVID L & BARBARA A	310.89	Business Closed - County owns property
PRIOR YEAR UNSECURED TOTAL				\$11,456.70	

ASSESSMENT COUNT	336	TOTAL DISCHARGED AMOUNTS	\$37,403.27
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SUMMARY OF 2011-2012 DISCHARGE ASSESSMENTS		Base Tax
PRIOR YEAR UNSECURED SUPPLEMENTAL UNDER \$50.00 TOTAL		\$52.42
PRIOR YEAR UNSECURED SUPPLEMENTAL TOTAL		\$1,812.21
PRIOR YEAR UNSECURED MOBILE HOME UNDER \$50.00 TOTAL		\$181.77
PRIOR YEAR UNSECURED MOBILE HOME TOTAL		\$1,949.15
CURRENT YEAR SUPPLEMENTAL UNSECURED UNDER \$50.00 TOTAL		\$71.98
CURRENT YEAR SUPPLEMENTAL UNSECURED TOTAL		\$3,107.21
CURRENT YEAR UNSECURED UNDER \$50.00 TOTAL		\$5,195.86
CURRENT YEAR UNSECURED TOTAL		\$10,341.19
PRIOR YEAR UNSECURED UNDER \$50.00 TOTAL		\$3,234.78
PRIOR YEAR UNSECURED TOTAL		\$11,456.70
GRAND TOTAL		\$37,403.27

FUND	ROLL	CATEGORY	
302	K,Y,Z	PRIOR YEAR UNSECURED	\$16,822.40
304	U,T	CURRENT YEAR UNSECURED	\$15,537.05
306	Q,V	CURRENT YEAR SUPPLEMENTAL UNSECURED	\$3,179.19
309	G,J,X	PRIOR UNSECURED SUPPLEMENTAL	\$1,864.63
GRAND TOTAL			\$37,403.27

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



246-12

BUILDING
49-5440 • Fax 749-5616

CODE ENFORCEMENT
/49-5455 • 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

June 26, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: TIM YOUNG, ASSISTANT DIRECTOR OF PUBLIC WORKS *TY*

SUBJECT: APPROVAL OF FLOODPLAIN DEVELOPMENT VARIANCE FOR
AGRICULTURAL STORAGE BUILDING AT 11492 STATE ROUTE 70

RECOMMENDATION:

The Floodplain Manager recommends that the Board of Supervisors approve the application of a floodplain development variance for the agricultural storage building planned at 11492 SR 70, APN 003-080-025.

BACKGROUND:

The owners of 11492 SR 70, located west of SR 70 in District 10 are proposing to construct a wet flood proofed concrete and steel agricultural building. The new 5,000sf building will be used to store agricultural equipment and will act as part of an existing peach and prune orchard.

DISCUSSION:

Floodplain management regulations cannot be written to anticipate every imaginable situation. Yuba County Ordinance 10.30.090 "Variance Procedure" was adopted as a way to seek permission to vary from the letter of the rules because of a special situation. It is the Floodplain Manager's opinion that this is such a situation. The structure is for the storage and processing of an agricultural product. Requesting a variance for wet flood proofing this type of agricultural structure is one of the most common. It is specifically listed as allowable in the National Flood Insurance Program (NFIP).

COMMITTEE ACTION:

The Land Use & Public Works Committee reviewed this application on June 19, 2012 and recommend approval.

FISCAL IMPACT:

There is no fiscal impact to Yuba County.

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COUNTY OF YUBA

APPLICATION FOR FLOODPLAIN DEVELOPMENT VARIANCE

OFFICE USE ONLY		
Application No.:	Date Filed:	Receipt No.:

Applicant

- ☒ a. Request variance to allow wet floodproofing
☐ b. Other (explain): _____

Property Location and Address: 11492 Hwy. 70 Marysville CA 95901

Assessor's Parcel No(s): 003-080-025-0-00 **Zoning:** Ag 40

Proposed Building Type/Use: steel structure 50x100 with 25x100 lean to / Equip storage

Proposed Building Size: 5000 (sq ft) **Proposed Finish Floor Elevation:** 2' Above NAG

Existing Ground Elevation at Proposed Building Site: _____ (NGVD 1929)

Note: Existing ground elevation may be estimated; no formal survey is required for a variance application.

FIRM Map/Panel No: 0611SC/0225D **Flood Zone:** A **Base Flood Elevation:** Not Determined

<p>Property Owner</p> <p>NAME: <u>Rahul Family Farms, L.P.</u></p> <p>ADDRESS: <u>[REDACTED]</u></p> <p>CITY: <u>[REDACTED]</u></p> <p>PHONE: <u>[REDACTED]</u></p>	<p>Applicant</p> <p><u>Same</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

SIGNATURE OF PROPERTY OWNER: [Signature]

OFFICE USE ONLY	
Floodplain Administrator Recommendation:	DATE: <u>6/4/12</u>
<input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> CONDITIONAL APPROVAL <input type="checkbox"/> DENY	
DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Land Use & PW Committee:	
DATE: _____	
DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Board of Supervisors:	
DATE: _____ Floodplain Administrator Signature: _____	
Conditions Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I agree to accept the Variance subject to the provisions of the Floodplain Management Ordinance and the Conditions of Approval of the permit.	
Owner's Signature: _____	Date: _____

THIS VARIANCE BECOMES NULL AND VOID IF ASSOCIATED BUILDING PERMIT IS NOT ISSUED WITHIN ONE YEAR OF THE DATE OF APPROVAL AND/OR BUILDING IS NOT CONSTRUCTED AND OCCUPANCY PERMIT ISSUED WITHIN TWO YEARS OF DATE OF APPROVAL.

GENERAL APPLICATION

INFORMATION FORM

This document, once completed, will provide necessary information about the proposed project. Please answer applicable questions as accurately and completely as possible. Further information could be required from the applicant to evaluate the project.

PLEASE PRINT CLEARLY OR TYPE
USE A SEPARATE SHEET, IF NECESSARY, TO EXPLAIN THE FOLLOWING:

I. Project Characteristics:

- A. Describe the proposed project including all existing and proposed uses of the site. 50 x 100 Ag Equipment Storage Building, existing use
is 69 Acre Peach, Prune orchard with harvesting operation
Equipment maintenance & repair owned by us only.

- B. Parcel size (square feet or acres): 69 Acres

- C. Existing land use (attached photographs of the site):
Undeveloped (vacant) _____ Developed ✓ Peach/Prune orchard

If developed, describe extent (type and use of all structures): _____
1- Single family residence, 1- Repair shop, 1- Equipment storage
Barn, 1- Pump Shop

- D. Existing surrounding land uses:

North Ag - Peaches
South Ag - walnuts
East Ag - walnuts
West Ag - Peaches

- E. Will the project use, store, or dispose of any potentially hazardous materials, such as toxic substances, flammables, or explosives? yes

If yes, please explain Acetylene for cutting torch

- F. Will the project include utility services (electric, gas, water, sewer) to the proposed building? yes

If yes, please explain electric service will be added

G. Will the project include any stationary mechanical equipment in the proposed building? NO

If yes, please explain _____

H. What is the necessity of the facility to have a waterfront location? this is our Farm, we handle and store all of our equipment here where it is best used.

I. Is there an alternative location available for the proposed structure that is not subject to flooding or erosion damage? None

I hereby certify, to the best of my knowledge, that the above statements are correct.


Signature of Person Preparing Form

5/20/2012
Date

530-682-5095
Telephone Number

ELIGIBILITY CRITERIA
(Completed by Applicant)

In order to approve a variance, specific findings must be made and supported by evidence of record. Your application for a variance will be considered on the basis of the degree to which your statements fulfill the mandatory findings for approval:

1. Identify why the parcel's physical characteristics are so unusual that complying with the requirements of the ordinance would create an exceptional hardship to the applicant or the surrounding property owners. Applicant may wish to reference FEMA Technical Bulletin 7-93. Identify if this variance is for wet floodproofing an agricultural building that would be used exclusively in connection with production, harvesting, storage, drying or raising of agricultural commodities.

Applicant's Statement: This variance is for wet floodproofing
an ag Building that will be used exclusively in storing
Ag Equipment. Raising the foundation would not be an
alternative for this project.

2. Identify whether this variance is for new construction, substantial improvement, or other proposed new development, and also include lot size. Please note that as the lot size increases beyond one half acre, the technical justification required for issuing the variance increases.

Applicant's Statement: This is a new construction Building.
The total Lot size is 69 Acres which is a peach, Prune
orchard with harvest operation. All equipment is located here
for the entire 1500 acre operation.

3. Identify whether the variance is for the repair or rehabilitation of "historic structures" (as defined in Section 10.30.050 of the floodplain management ordinance). If so, include a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Applicant's Statement: N/A

4. Is the proposed development within a regulatory floodway? If so, certification by a registered civil engineer demonstrating that the proposed encroachment shall not result in any increase in flood levels during the base flood discharge is required prior to consideration of a variance. Identify whether this "No-Rise" certification is available if the proposed development is within a regulatory floodway.

Applicant's Statement: n/a

5. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of the floodplain management ordinance. Is the request for your variance the minimum deviation possible from code to enable reasonable development of the property?

Applicant's Statement: yes this is the minimum deviation
possible from code. the building pad is raised 2' from
ground level which is the maximum that is feasible for
this project.

**Acknowledgement of Adverse Effects
Application for Floodplain Management Variance
Yuba County, California**

The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage. Such construction below base flood level increases risks to life and property.

Structures built below the Base Flood Elevation shall maintain all wet floodproofing elements for the life of the structure. All interior walls, ceilings and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials. Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation except as allowed under FEMA Technical Bulletin 7-93 or successor documents. The walls of the enclosed areas below the Base Flood Elevation shall be equipped and remain equipped with vents as shown on the Permit. Any alterations or changes from these conditions constitute a violation of the Permit. The County may take any appropriate legal action to correct any violation.

Pursuant to the authority of the County of Yuba, California, Section 10.30.090 of the Yuba County Ordinance Code, the undersigned owner of the property so described below is requesting a variance to the Floodplain Management Ordinance. I, the owner of said property, do hereby acknowledge and accept full responsibility for the property value, loss during flooding conditions and any increase of risk whereby flood and/or other insurance may increase in cost by the granting of this variance. It is further understood that the County of Yuba shall not be held liable for any damage or cost incurred that may result from the granting of the attached variance request.

Property On Which Requesting Variance:

Address: 11492 Oro Hwy 70 Marysville CA 95901

Yuba County APN: 603-080-025-0-00

PROPERTY OWNER:

Name (printed) Rahul Family Farms, L.P.

Name (Signature) [Signature] Date 5/20/2012

Mailing Address

Street Address: [Redacted]

City: [Redacted] State: [Redacted] Zip: [Redacted]

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY STAFF WHEN ANALYZING THIS REQUEST FOR VARIANCE. PLEASE INCLUDE ANY PERTINENT FACTS THAT MAY ASSIST IN THIS ANALYSIS.

- I. What danger is there that materials may be swept onto other lands to the injury of others?

Little or none. The structure will be designed to automatically equalize the hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters via flood vents. The structure will be adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

- II. What danger to life and property may occur due to flooding or erosion damage?

Little or none. The structure will be constructed using flood resistant materials and the building utility equipment including electrical will be flood proofed.

- III. How susceptible is the proposed facility and its contents to flood damage and what effects will such damage have on the existing individual owner and future owners of the property?

This property is in the area being designated Flood Zone A due to the levee to the west not being certified by FEMA. Unless there is a levee failure there is little chance of flood damage. The National Flood Insurance Program allows certain uses in enclosures below the Base Flood Elevation because they can be designed so that they are subject to minimal flood damage. This agricultural storage structure is too be used exclusively for storing agricultural equipment.

- IV. What is the importance of the services provided by the proposed facility to the community?

The storage of equipment within the structure eliminate environments that create safety hazards and preserve a minimum standard of community living by battling blight and public nuisance conditions. Maintain property values and increase generating continued County growth that will enhance the enjoyment of people who live, work and visit within the community. Agricultural equipment will be stored to reduce/eliminate weather damage and vandalism.

- V. What is the compatibility of the proposed use with existing and anticipated development?

The type of storage being proposed is consistent and accessory to the principal use of the existing structures on this parcel and within the community.

- VI. What is the relationship of the proposed use to the comprehensive plan and floodplain management program for that area?

This property is zoned Ag 40. The type of storage being proposed is consistent with the County's General Plan and zoning.

- VII. How will the property have safe access for ordinary and emergency vehicles in time of flood?
Access to this community is provided by State Highway 70. This structure would not require additional response from emergency vehicles in time of flood.
- VIII. What is the expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site?
Flooding would only occur if levee fails. Historically a break in the levee occurred in 1937. In 1955, water reached the top of the levee, but did not overtop. In 1986 and 1997, water overtopped the levees on the south side of the district but did not affect the area in question.
- IX. What are the anticipated costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges?
None for this structure. It is an accessory structure. In this rural agricultural community, the property owners own and maintain their own wells and septic systems. Electrical power is provided by Pacific Gas & Electric Co. and the State Highway provide access to the community.

**COUNTY OF YUBA
FLOODPLAIN DEVELOPMENT VARIANCE APPLICATION**

OFFICE USE ONLY		
Application No.:	Date Filed: June 1, 2012	Receipt No.: PW-15404

Summary Sheet (to be completed by Public Works Staff)

Type of Variance Requested:

- ☐ Wet floodproofing of an accessory structure;
- ☒ Wet floodproofing of a structure used solely for agricultural purposes;
- ☐ Reconstruction, rehabilitation or restoration of an historic structure;
- ☐ Wet floodproofing of a structure requiring a waterfront location for the conduct of a functionally dependent use.

Is application complete?	(X) Yes	() No
Would variance comply with FEMA regulations?	(X) Yes	() No
Would denial result in exceptional hardship?	(X) Yes	() No
If within Floodway, is No-Rise Certification provided? <i>NA</i>	() Yes	() No
Would variance constitute minimum relief?	(X) Yes	() No
Would there be a risk of debris transport?	() Yes	(X) No
Would there be an increased risk to life or property?	() Yes	(X) No
Is proposed location necessary?	(X) Yes	() No
Is there a better alternate location for facility?	() Yes	(X) No

Staff recommendation:

- ☐ Approve Variance
- ☒ Approve Variance with conditions
- ☐ Deny Variance



Public Works Staff Signature

6/7/12

Date

Building Permit No. B12-_____
A.P. No. 003-080-025

Recorded at the request of Owners and
After Recording Return To:

Floodplain Administrator
Yuba County Dept. of Public Works
Community Development & Services Agency
915 8th Street, Suite 125
Marysville, CA 95901

**NOTICE OF ACKNOWLEDGEMENT OF ADVERSE EFFECTS
FOR FLOODPLAIN DEVELOPMENT VARIANCE**

The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage. Such construction below base flood level increases risks to life and property.

Structures built below the Base Flood Elevation shall maintain all wet flood proofing elements for the life of the structure. All interior walls, ceilings and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials. Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation except as allowed under FEMA Technical Bulletin 7-93 or successor documents. The walls of the enclosed areas below the Base Flood Elevation shall be equipped and remain equipped with vents as shown on the Permit. Any alterations or changes from these conditions constitute a violation of the Permit. The County may take any appropriate legal action to correct any violation.

Pursuant to the authority of the County of Yuba, California, Section 10.30.090 of the Yuba County Ordinance Code, the undersigned owner of the property so described below is granted a variance to the Floodplain Management Ordinance. I, the owner of said property, do hereby acknowledge and accept full responsibility for the property value, loss during flooding conditions and any increase of risk whereby flood and/or other insurance may increase in cost by the granting of this variance. It is further understood that the County of Yuba shall not be held liable for any damage or cost incurred that may result from the granting of the variance.

Property On Which Requesting Variance:

Address: 11492 State Route 70

Yuba County APN: 003-080-025

PROPERTY OWNER: Rahul Family Farms, LP

Name (printed) Suki S. Rahul

Name (Signature) _____ Date _____

(All signatures must be notarized)

Mailing Address

Address:

City: **Y** **State:** **█** **Zip:** **9**

APPROVED: _____

Michael Lee, Floodplain Administrator

**Yuba County Department of Public Works
Community Development and Services Agency**

The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



247-12

ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator *R.B./tc*

SUBJECT: Regional Waste Management Authority Grant Application/Used Oil
Payment Program (OPP) Cycle Three Application for Fiscal Year 2012/13

DATE: June 26, 2012

Recommended Action:

Staff recommends Board of Supervisors authorization of a Regional Waste Management Authority (RWMA) grant application to the California Department of Resources Recycling and Recovery (CalRecycle) on the County's behalf for the Used Oil Payment Program for FY 2012/2013, by approving submittal of the County Administrator's letter.

Background and Discussion:

The Regional Waste Management Authority (RWMA) is preparing an application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Used Oil Payment Program for FY 2012/13. The grant application is due by June 29, 2012, and the letters of authorization and RWMA resolution are due by August 1, 2012. The total grant funding for FY 2011/12 for the six RWMA member jurisdictions was \$60,840 and the total grant funding for FY 2012/13 is expected to be a similar amount. The final grant funding amount will be provided by CalRecycle when the payments are distributed.

The grant funds will be used to continue ongoing programs, including, but not limited to the following:

- Public education and information programs related to used oil and oil filter recycling with an updated campaign based on materials being developed and designed by CalRecycle.
- Support of the English as a Second Language (ESL) teacher training program based on the number of teachers that participate.
- Used oil and oil filter collection and recycling costs at the Yuba-Sutter Household Hazardous Waste Facility and at the Marysville Material Recovery Facility (MRF)/Transfer Station.
- Load checking costs at the Marysville MRF/Transfer Station.
- Administrative costs.

The payment program application is being submitted as a regional program under the authority of the RWMA Joint Powers Agreement. CalRecycle requires authorization for the RWMA to act on behalf of each of the member jurisdictions. The authorization can be in the form of a letter signed by the County Administrator.

Committee Recommendation:

Due to the routine nature of this action, it was not presented at the committee level.

Fiscal

There are no known costs to the County for these grant funds.

DRAFT

June 26, 2012

Keith Martin, Administrator
Regional Waste Management Authority
2100 B Street
Marysville, CA 95901

**Re: Authorization Letter for Used Oil Payment Program Cycle 3 Application for
Fiscal Year 2012/2013**

Dear Mr. Martin:

As County Administrator of the County of Yuba, I am authorized to contractually bind the County of Yuba and hereby authorize the Regional Waste Management Authority to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the County of Yuba. The Regional Waste Management Authority, designated as the Regional Lead, is hereby authorized and empowered to execute all documents necessary to implement and secure payment and administer the Used Oil Payment Programs on behalf of the County of Yuba as a Regional Participant.

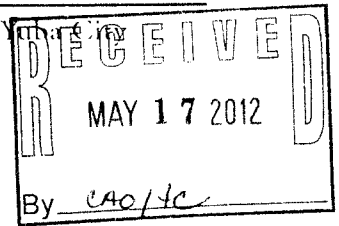
Robert Bendorf
County Administrator

REGIONAL WASTE MANAGEMENT AUTHORITY

Serving Sutter County, Yuba County, Live Oak, Marysville, Wheatland and Yuba City

May 15, 2012

Robert Bendorf
Yuba County, CAO
915 8th Street, Suite 115
Marysville, CA 95901



Re: CalRecycle Used Oil Payment Program (OPP) Cycle 3 Application for FY 2012/2013

Robert
Dear Mr. Bendorf:

The Regional Waste Management Authority (RWMA) will be preparing an application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Used Oil Payment Program for FY 2012/2013. The payment program application is due by June 29, 2012, and the letters of authorization and RWMA resolution are due by August 1, 2012. The total payment amount for FY 2011/2012 for the six RWMA member jurisdictions was \$60,840 and the total payment amount for FY 2012/2013 is expected to be a similar amount. The final payment amount will be provided by CalRecycle when the payments are distributed.

The payment program application will be submitted as a regional program under the authority of the RWMA joint powers agreement. A resolution authorizing the submittal of the regional payment program application will be considered by the RWMA Board on June 21, 2012. The funds will be used to continue ongoing programs, including, but not limited to the following:

- Public education and information programs related to used oil and oil filter recycling with an updated campaign based on materials being developed and designed by CalRecycle;
- Support of the English as a Second Language (ESL) teacher training program based on the number of teachers that participate;
- Used oil and oil filter collection and recycling costs at the Yuba-Sutter Household Hazardous Waste Facility and the Marysville MRF/Transfer Station;
- Load checking costs at the Marysville MRF/Transfer Station; and,
- Administrative costs.

CalRecycle requires authorization for the RWMA to act on behalf of each of the member jurisdictions. This authorization can be in the form of a letter from the County Administrator/City Manager. Enclosed is an example of an appropriate letter authorizing the RWMA to act on behalf of the member jurisdictions. Please submit your letter of authorization to the RWMA office by June 20, 2012.

Please feel free to call me or Alyson Burleigh at Aurora Environmental, Inc. at (866) 393-1338 should you have any questions regarding the Used Oil Payment Program.

Sincerely,



KEITH MARTIN
Administrator

Enclosure

The County of Yuba

248-12



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 8th Street, Suite 115
Marysville, CA 95901

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

Date: June 26, 2012
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RP/BM*
By: Grace Mull, Management Analyst
Re: Budget Transfer Request

Recommendation

Board of Supervisors to approve and authorize Chairman to sign budget transfer in the amount of \$8,045.

Background

Yuba County's AB 109 Implementation plan, approved on September 27, 2011, includes a provision for Public Defender services. The services are related to designing alternative sentencing strategies, identifying clients who are eligible for programs under AB 109, and legal representation associated with revocation proceedings involving defendants subject to state parole. The funding source for the services is Realignment 2011.

Discussion

The Auditor's Office has a process in place to account for Realignment 2011 funding and has established accounts for all of the participants including the Public Defender. As funds are received by the State they are deposited into a designated trust fund until the funds have been reconciled. Once reconciled, the department is then responsible for transferring the funds into the revenue account established for this purpose. Since Yuba County's Public Defender's services are contracted, the County Administrator's Office manages this function.

Committee

This item did not go to Committee as it is a routine year-end budget reconciliation.

Fiscal Impact

The budget transfer will generate a positive impact to the General Fund in the amount of \$8,045.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA

DATE: June 12 2012

REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Public Defender

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2012

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-361-64-04		\$8,045
AB 109 Public Defender		

ACCOUNT NO.	NAME	AMOUNT
101-2300-421-23-00		\$8,045
PD-Prof Services		

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
225-0000-372-99-03	\$8,045

FUNDS TO BE INCREASED:

FUND	AMOUNT
101 General	\$8,045

AB 109 Public Defender:
GENERAL
225-0000-361-64-04

LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: Allocation of AB109 Realignment 2011 payments to Public Defender.

APPROVED:

☒ AUDITOR - CONTROLLER [Signature] 6/20/12 Signature _____
Date _____ DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR: [Signature] 6/12/12 _____
Signature _____ Date _____ 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

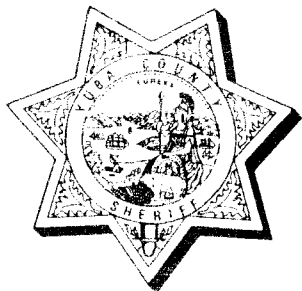
Clerk of the Board

Date

LOCAL REVENUE FUND 2011 - AB118
FY 2011 - 2012

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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

249-12

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445



JUNE 26, 2012

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER *SLD*

RE: YEAR-END BUDGET REPROGRAMMING

RECOMMENDATION:

Approve the reprogramming of various Sheriff's Department funds as outlined on the attached budget transfer forms for the Jail, Boat Patrol, Animal Care Services, and the Sheriff's Auto Service Fund.

BACKGROUND:

The budget reprogramming is requested to cover current and projected shortages within various expenditure lines in the Sheriff's Department Budgets for FY 2011-12.

DISCUSSION:

These reprogramming actions are relatively small and routine. The year-end transfer of funds will reconcile the Sheriff's budget appropriations with the actual year end expenditures. The appropriate budget transfer forms are attached.

FISCAL IMPACT:

The reprogramming requests will come from currently budgeted funds, and have no impact on the General Fund Contribution.

COMMITTEE ACTION:

Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

WHITE - AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: 6-13 20 12

DEPARTMENT Boat Patrol Grant

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☒ **ESTIMATED REVENUE INCREASED**

☐ **APPROPRIATION DECREASED**

☒ **APPROPRIATION INCREASED**

ACCOUNT NO.	NAME	AMOUNT
101-0000-361-62-04	Sheriff Boat Safety	9,865

ACCOUNT NO.	NAME	AMOUNT
101-2701-422-01-01	Reg Sal	650
101-2701-422-01-04	OT	4,700
101-2701-422-17-00	Maint Eq	1,600
101-2701-422-28-00	Spec Dept	1,200
101-2701-422-29-00	Travel	1,715

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Appropriation of a one time augmentation of funds from the Department of Boating & Waterways to offset current & projected shortages within the Boat Patrol Grant budgets.

APPROVED:

☐ **AUDITOR - CONTROLLER**

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ **COUNTY ADMINISTRATOR**

Signature

Date

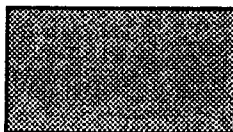
Sheriff Financial Manager

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

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: 6-13 20 12

DEPARTMENT Sheriff - Auto Fund

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT

ACCOUNT NO.	NAME	AMOUNT
151-9400-410-17-00	Maint	45,000
151-9400-410-62-00	F.A.	27,000
* Increase Reimbursments		
151-9400-410-90-00		< 72,000 >

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end clean up: Reprogram funds to cover current/projected shortages in maint & fuel and vehicle purchases approved earlier in the year.

APPROVED:

☐ AUDITOR - CONTROLLER _____
Signature Date

Signature Michelle Manning
DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR: _____
Signature Date Sheriff Financial 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

WHITE . AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

Page1 of 2 ✓

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: 6-13 20 12

DEPARTMENT Sheriff - Jail

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-01-01	Reg Sal	9,800
108-2900-423-01-04	OT	5,000
108-2900-423-01-05	Holiday	9,000
108-2900-423-13-00	Food	12,000
108-2900-423-18-00	Maint/Bldg	25,000
108-2900-423-27-01	Safety	19,400

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-11-00	Clothing	2,600
108-2900-423-11-01	Inm Clth	18,000
108-2900-423-14-00	Hsehold	12,000
108-2900-423-23-00	Prof Ser	13,000
108-2900-423-28-00	Spec Dept	35,000
108-2900-423-28-02	Commissary	8,000
108-2900-423-28-03	IWF Misc	14,000

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end clean up: reprogram funds & appropriate additional Jail Maint Prisoners revenues to cover current & projected shortages in the Jail budget due to increased inmate population.

APPROVED:

☐ AUDITOR - CONTROLLER _____
Signature _____ Date _____
Signature Michele Manning
DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR: _____
Signature _____ Date _____
Sheriff Financial 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

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: 6-13 2012

DEPARTMENT Sheriff - Jail

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2012

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-0000-371-87-03		39,050
Jail Maint Prisoners		

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-29-04	Pris Trnspt	16,000
108-2900-423-30-00	Utilities	650

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end clean up: reprogram funds & appropriate additional Jail Main Prisoners revenues to cover current & projected shortages in the Jail budget due to increased inmate population.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

Mitchell Manning

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

Sheriff Financial Manager

TITLE

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

AUDITOR - CONTROLLER



Approved:

BOARD OF SUPERVISORS

Auditor/Controller, Dean E. Sellers

Clerk of the Board

Date

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: 6-13 20 12

DEPARTMENT Sheriff - Jail

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-0000-361-64-01		5,184
Local Revenue 2011		
realignment - AB109		

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-62-01	F.A.	5,184

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Appropriate local revenue 2011. Realignment funds for expenses incurred for Day Reporting Center -- 3 servers for internet connection.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

Michelle Manning
DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

Sheriff Financial 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

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

DATE: 6-13 20 12

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Animal Care Services

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
101-4400-427-12-00	Comm	1,100
101-4400-427-14-00	Hsehold	1,600
101-4400-427-20-00	Membership	280
101-4400-427-23-00	Prof Serv	6,500
101-4400-427-01-01	Reg Sal	940

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-4400-427-17-00	Main Eq	50
101-4400-427-22-00	Ofc Exp	4,500
101-4400-427-28-00	Spec Dept	1,000
101-4400-427-30-00	Utilities	4,800
101-4400-427-62-00	F.A.	70

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end clean up: Reprogram funds to cover current & projected shortages in the Animal Care Services budget.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

Sheriff Financial 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

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COUNTY
DEPARTMENTS

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251-12

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: June 26, 2012
Re: Award of Contract for Architectural Services

Recommendation

Recommend approval of the attached contract with INDIGO / Hammond & Playle Architects, LLP for architectural services on the new Sheriff facility on Yuba Street in Marysville.

Background

Last summer the County engaged in a comprehensive RFP process to select an architectural partner for design of the new Sheriff facility. A selection was made, and preliminary design work was done by the first awardee. The work was found to not meet the needs of the Sheriff and the County.

The same Evaluation Committee revisited the selection process, and made a new award based on our revised needs. The Committee felt strongly that Indigo / Hammond & Playle best met these needs and recommends the Board award the contract to them.

Discussion

The County has a need to develop a new Sheriff facility yet must do so without unlimited funding. The Committee felt that this vendor's approach best met that goal. Their approach is to develop for the Sheriff's near-term needs, as well as to 'position' the space for ease of future expansion.

Committee Action

The Public Facilities Committee has approved bringing this item forward to the Board for your consideration

Financial Impact

The estimated cost of the architectural services for architectural design & engineering of the sheriff facility is estimated to be \$984,600. This will be funded through various capital impact fee accounts; and not the General Fund.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Architectural Design and Engineering Services for the Yuba County Sheriff's Facility ("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"), and

INDIGO / Hammond & Playle Architects, LLP
"CONSULTANT"

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 CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT 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: May 4, 2012

Termination Date: May 4, 2014

The term of this Agreement shall become effective on May 4, 2012, and shall continue in force and effect for a period of two years unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Doug McCoy, the Director of Administrative Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. Bruce Playle, Principal Architect is the authorized representative for CONSULTANT. 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 – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions

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


IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2012.

"COUNTY"
COUNTY OF YUBA

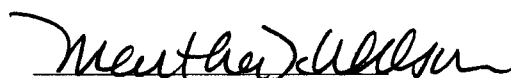
"CONSULTANT"

Hal Stocker,
Chair
Board of Supervisors



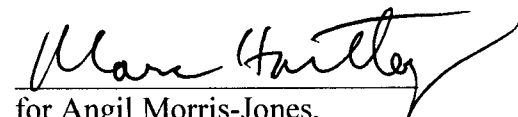
Bruce Playle, Principal
INDIGO / Hammond & Playle Architects, LLP

INSURANCE PROVISIONS APPROVED



Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA
INDIGO/Hammond & Playle Architects, LLP
Yuba County Sheriff Facility, 720 Yuba Street, Marysville, CA

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1 PROJECT SCOPE. Project scope is the renovation of the building and site at 720 Yuba Street, Marysville, CA for the Yuba County Sheriff (YCSO) Facility. The renovated facilities are to house all YCSO operations, excluding animal control, detention and offsite storage facilities. The existing 2-story building is approximately 56,400 on the main County site of approximately 3.24 acres. Up to 42,000 of the main building will be remodeled for IT, Admin, Dispatch, EOC, Records, Sheriff Administration, STARS, Investigations, Evidence/ CSI, Patrol, Fitness and Lockers (see attached sketch showing initial design approach). The exact amount of remodel area will be determined after additional study and cost-outs in the preliminary design phase. The remainder of the building will remain un-renovated except for any building infrastructure or systems improvements needed to meet code and/or make it available for future expansion. Included services are architectural, civil engineering, landscape architecture, structural engineering, mechanical engineering (including plumbing and fire suppression), electrical and data/telcom engineering and radio consulting.

A.1.2 DESCRIPTION, BUDGET AND GOALS. An addition for public entry and elevator will be added as is an elevated emergency generator and fuel supply with second level stair. Also included is a radio tower, the height of which will be determined by a radio study. Site development includes placement of an ancillary building up to 4,700 sf in size and renovation of the existing parking lot. The intention is to use as much of the existing parking and paving layout as possible, while providing for a new public parking area. In any case, this scope is based on a total project development budget of approximately \$7 million as indicated below, with an additional \$1 million possible resulting in \$8 million total project development budget to design against. Where appropriate, there will be a preference to reuse and refurbish existing materials and systems in order to conserve budget. Project goals follow:

- **PUBLIC SERVICE:** Welcoming and easy-to-find public entry is required, with professional, civic-quality image.
- **SAFETY & SECURITY:** Bring building to Essential Services Building standards, provide safe public access and secure work environment for all sheriff operations.

- **IT & RADIO COMMUNICATIONS:** Provide for 24/7/365 IT operation, improve radio, telephony and data communication capabilities via radio, microwave and fiber optic infrastructure improvements as may be possible within project constraints.
- **FUNCTION & FLEXIBILITY:** Provide functional layout and adjacencies which support all operations. Layout will flexibly accommodate changes in needs and future growth.
- **WORKSPACE:** Provide quality workspace for personnel and functions for an estimated 10-year window which is designed to enhance efficiency and esprit de corps.
- **EXTENDED SURVIVABILITY:** Use extended survivability means and methods to provide for extended emergency operations long after onset of an emergency, improve workplace quality, improve energy-efficiency and reduce ongoing energy costs.
- **MAINTENANCE & DURABILITY:** Provide for durable and easy to maintain materials and systems appropriate to the usage.
- **BUDGET:** Project must be completed within \$7 million total project development budget, however design should include room for possible increase to \$8 million. In any case, the basic building renovation must be doable within the \$7 million amount.
- **SCHEDULE:** Complete project and move-in in 18 month timeframe if possible.

A.1.3 PHASES OF THE WORK. The work will be completed in three phases as shown below and will be coordinated with the County via meeting with its Yuba Sheriffs Facility Committee (YSFC). Sub-consultant attendance at these meetings will be as directed by Architect based on need. It is assumed that County's project manager or a construction manager will coordinate day-to-day activities during construction.

- Phase 1A - Scoping Phase
- Phase 1B - Preliminary Design
- Phase 2 - Final Design
- Phase 3 - Bidding and Construction

A.1.4 PHASE 1A – SCOPING PHASE

- A. Project setup, directory, project binder and administration.
- B. Kick-off Meeting with YSFC, Programming & Technical Tour of Existing Facility (one meeting).
- C. Review of Project Data, Plans and Prior Reports, Studies.
- D. Validate Program Requirements, prepare Space Needs Summary, conduct threat analysis.
- E. Prepare Design Alternatives which meet project budget, identify extended survivability design response.
- F. Preliminary CAD architectural floor plans and preliminary space planning layout.

- G. Review Design Alternatives & Preliminary Building Systems Requirements with YCSF, meet with Yuba County Planning & Building Depts. (one meeting).
- H. Special study – Radio – included in scope, integrated into Prelim. Design process above.
- I. Special study – Structural – included in scope, integrated into Prelim. Design process above.
- J. Special study – Geotechnical – includes only scoping which County will then use to commission the Geotechnical Investigation, Geologic Study and Report.
- K. Special study – Survey – topo and utility survey of the existing site is included.

Deliverables for Phase 1A - Scoping Phase

- Meeting Minutes and other project design process documentation.
- Program Space Needs Summary resulting from program validation process.
- Design Alternatives consisting of sketch layouts for up to two alternative layouts, including site plan, floor plans, elevations, material selection.
- Early CAD architectural floor plans and preliminary space planning layout.
- Prepare Preliminary Cost Estimate and Preliminary Project Schedule for the entire work, including site development.
- Radio Systems recommendations and report.
- Structural Systems recommendations and report.
- Geotechnical scoping coordination which County will use to commission Geologic Investigation and Report, Geologic Hazards Assessment.
- Topo and utility survey of the existing site.

A.1.5 PHASE 1B – PRELIMINARY DESIGN

- A. Prepare Draft Preliminary Design documents, Cost Estimate & Schedule.
- B. Review Draft Preliminary Design Cost Estimate & Schedule with YCSF (one meeting).
- C. Revise Preliminary Design documents according to comments received.
- D. Prepare Final Preliminary Design documents, Cost Estimate & Schedule.
- E. Review Final Preliminary Design Cost Estimate & Schedule with YCSF (one meeting).
- F. Final draft of preliminary space planning layout.

Deliverables for Phase 1B - Preliminary Design

- Meeting Minutes and other project design process documentation.
- Draft, then Final Preliminary Design documents including Civil, Landscape, Architectural, Structural, Mechanical, Mechanical, Plumbing, Fire Suppression, Electrical, Data/Telcom and Radio systems to a pre-schematic level, sufficient to determine design intent and for preliminary cost estimating.
- Prepare Preliminary Cost Estimate and Preliminary Project Schedule for the entire work, including site development.

- Furniture procurement package suitable for use in procurement process.
- At each of Draft and Final Preliminary Design submittals, provide two (2) full-size 24"x36" and (2) half-size 12"x18" review copies of drawings and (4) copies of cost estimate and schedule.

A.1.6 PHASE 1 – FINAL DESIGN

- Detailed Building Systems Requirements review meeting with YSFC (one meeting).
- Prepare 35% Construction Documents, incl. Cost Estimate & Schedule.
- Review 35% Construction Documents with YSFC, incl. Cost Estimate & Schedule (one meeting).
- Prepare 90% Construction Documents, incl. Cost Estimate & Schedule.
- Review 90% Construction Documents with YSFC, incl. Cost Estimate & Schedule (one meeting).
- Prepare draft then final furniture procurement package suitable for use in procurement process.
- Meeting with Yuba County Building Department to receive comments, assumes no Planning Dept. approvals required (one meeting).
- Review and respond to all Plan Review Comments, prepare 100% wet-signed Construction Documents, submit to County for final permit approval.

Deliverables for Phase 2 - Final Design

- Make preliminary contact with outside review agencies. Secure the preliminary input of such review agencies where such input would be useful in reducing final plan review comments.
- Product Literature Binder, prepared at 35% CD, updated at 90% CD including Civil, Landscape, Architectural, Structural, Mechanical, Plumbing, Fire Suppression, Electrical, Data/Telcom and Radio systems.
- Complete working drawings and technical specifications in Masterspec 2004 format for the project. Front-ends for Advertisement, Notice to Bidders, Contract, General and Supplementary Conditions, etc. prepared by County, with review and comment by Architect.
- Prepare Cost Estimate & Project Schedule prepared at 35% CD, updated at 90% CD.
- Furniture procurement package suitable for use in procurement process.
- At each of 35% and 90% CD submittals, provide two (2) full-size 24"x36" and (4) half-size 12"x18" review copies of drawings and (4) copies of technical specifications.

A.1.7 PHASE 3 – BIDDING AND CONSTRUCTION

- Attend the Pre-Bid Meeting (one meeting).
- Review and respond to Bidder questions (includes 8).
- Prepare Addenda content for issuance by County (includes 4).

- D. Assist County with its Bid Evaluation process.
- E. Attend Pre-Construction Meeting (one meeting).
- F. Review and respond to Contractor submittals (includes 32).
- G. Review and respond to Contractor RFI's (includes 40).
- H. Review and respond to Contractor PCO's (includes 12).
- I. Issue Architectural Supplemental Instructions ASI (includes 6).
- J. Issue Proposal Requests (includes 10).
- K. Maintain Submittal, RFI, ASI and CCO logs (NIC, by County's Project Manager).
- L. Attend construction project progress meetings (includes 12 meetings, once monthly for estimated 12 month construction duration).
- M. Conduct periodic site observations, issue field reports (included in above). Reports to be used will be DSA-06 cross-coordinated among design team, IOR and contractor.
- N. Conduct preliminary observation and issue Punch List (1 meeting).
- O. Conduct final Punch List observations and issue finding report and Notice of Substantial Completion (1 meeting).
- P. Declare project 100% complete. Issuance of Notice of Final Completion and filing will be by County's Project Manager.
- Q. Assist in final close-out procedures, review record documents submitted by contractor, input data into native CAD files and produce CAD record drawings for architectural, civil, landscape, structural, electrical, security, mechanical, plumbing and radio communications drawings.
- R. Above construction administration scope assumes County Project Manager will be onsite handling day-to-day affairs of construction.

Deliverables for Phase 3 – Bidding and Construction

- Attend Pre-bid conference and site walk.
- Assist in answering bidders' questions and issuing addenda.
- Assist in bid evaluation and determination of lowest responsible bidder.
- Monthly Construction Meetings minutes.
- Construction visit notes and photographic record.
- Responses to RFI's and CCO requests.
- Submittal, RFI and CCO logs (NIC, by County's Project Manager).
- Final inspection report and punch list.
- Native CAD record drawings for architectural, civil, landscape, structural, electrical, security, mechanical, plumbing and radio communications drawings. Includes one set of record prints, excludes mylars if requested.

A.1.8 EXCLUSIONS. Excluded from the Scope of Work but available as additional services are the following:

- Detailed programming studies and documentation.

- Preparation of planning approval and architectural review documents for processing by County or City of Marysville Planning Departments should this become necessary.
- Environmental assessment services, CUP or CEQA coordination services should they become necessary.
- Geotechnical Investigation and Report, Geologic Hazards Assessment and as required for Essential Service Buildings (included is the scoping of this item).
- Topographical and Utility Survey of subject site (included is review of existing and scoping of a supplemental survey).
- Sub-consultants other than civil engineering, landscape architecture, structural engineering, mechanical engineering, electrical engineering and radio consultant.
- Meetings other than those indicated.
- Architectural and engineering services for a project larger than \$8M and exceeding 2-years in duration.
- Printing beyond that indicated as included, and as may be required for agency approval, bidding, construction, etc.
- Special presentation renderings or models which may be requested by the County.
- Review agency submittal and processing fees.
- Savings by Design (SBD), Leadership in Energy and Environment (LEED) certification process, participation in other rebate or certification programs.
- Sitework beyond the 3.24 AC main site.South Lot (south of 7th Street) is excluded since is unlikely to fit within the construction budget and since County has already performed some paving improvements there.
- Hazardous material identification and remediation services should they become necessary.
- Detailed design of fire sprinkler systems and fire alarm systems as these will be provided as design-build elements of the construction documents.
- Separate bid packages which may become required or requested by County.
- Services for a project substantially exceeding the stated budget or timeline.
- Permit coordination and assistance for emergency generator required by local air quality management district (FRAQMD).
- Construction management services.
- Commissioning.
- Energy studies and life cycle cost analyses.
- Extensive field measurement and preparation of CAD as-built drawings.
- The design of soil reinforcement (grout jetting, etc.) as may be required by geotechnical report to remediate soil liquefaction risk.
- FAA/FCC permitting, and Voter system and microwave connectivity related to mountain repeater sites are indeterminate and therefore excluded at this time.
- Detailed design for fire sprinkler systems or fire alarm systems since this work to be performed by design-build contractor for the deferred-approval of the Fire Marshal having jurisdiction.

A.2 TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3 MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4 FACILITIES FURNISHED BY COUNTY. CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA
INDIGO/Hammond & Playle Architects, LLP
Yuba County Sheriff Facility, 720 Yuba Street, Marysville, CA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed **Nine Hundred Eighty Four Thousand and Six Hundred dollars (\$984,600)**. 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 this amount without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

B.4 PAYMENT SCHEDULE. COUNTY shall pay CONSULTANT based on monthly progress billings based on percentages complete of the following fixed-fees for each phase of the work.

B.4.1 PHASE 1A – SCOPING PHASE	\$155,000
B.4.2 PHASE 1B – PRELIMINARY DESIGN	\$129,500
B.4.3 PHASE 2 – FINAL DESIGN	\$433,900
B.4.4 PHASE 3 – BIDDING AND CONSTRUCTION	<u>\$266,200</u>
B.4.5 TOTAL COMPENSATION	<u>\$984,600</u>

B.3 ADDITIONAL SERVICES. Should additional services beyond those described in Attachment A – Scope of Services become required or requested by COUNTY, CONSULTANT shall prepare a description of the work required and an estimate of its cost for COUNTY review and approval prior to performing any such additional services. Such additional services, description and cost shall form the basis of an amendment to this agreement and shall be based on the CONSULTANTS rate schedule including subconsultants and expenses at 1.10 times actual cost as shown on attached Rate Schedule.

ATTACHMENT B - RATE SCHEDULE**INDIGO/ Hammond & Playle Architects, LLP and Consultants**

Team members' standard rate schedules presented below will be used as a basis for time-and-materials billings and/or discussion for negotiated prices for additional scopes of work. These hourly rates would form the basis for fee calculations to substantiate fixed-fees for performing each scope of work, discounts may apply when priced this way. These hourly rates would also be used in the event any additional services are required or requested by the County, should they be on a time-and-materials basis. In no case will additional services be completed or compensated without written approval by the County in advance of such work being performed.

INDIGO/ Hammond & Playle Architects, LLP, architecture and interiors hourly rates

Principal	\$200
Architect	\$155
Senior Designer	\$130
Designer - Level 2	\$115
Designer - Level 1	\$105
Clerical	\$75

Hourly rates for consultants below, excluding 10% markup which will be applied:

Rolls, Anderson & Rolls, civil engineering

Principal Engineer	\$115
Principal Surveyor	\$115
Senior Engineer	\$110
Associate Engineer	\$105
Assistant Engineer	\$95
Engineering Technician	\$85
Draftsman	\$62
Clerical	\$55
2-Man Survey Crew	\$170
1-Man Survey Crew w/GPS	\$200
2-Man Survey Crew w/GPS	\$250

Peters Engineering, mechanical and plumbing engineering

Principal	\$175
Senior Engineer	\$150
Project Manager	\$125
Senior Designer	\$95
Designer	\$85
CADD	\$75
Clerical	\$60

M. Neils Engineering, Inc., electrical/ data/ telecom/ security engineering

Principal	\$190
Senior Project Manager	\$170
Project Manager	\$155
Senior Engineer	\$155
Engineer	\$145
Senior Designer	\$140
Designer	\$120
Assistant Engineer	\$105
Engineering Technician	\$100
Senior Drafter	\$100
Drafter	\$85
Assistant Drafter	\$75
Clerical	\$80

Miyamoto International, Inc., structural engineering

Principal	\$230
Senior Associate	\$160
Project Manager	\$150
Project Engineer	\$100
Staff Engineer	\$90
Structural Designer	\$80
Administrative Assistant	\$60

MACRO Corporation, radio, FCC and dispatch consultant

Principal Consultant	\$206
Lead Consultant	\$160
Senior Consultant	\$130
Systems Consultant	\$120
Engineering Assistant and CADD	\$95
Administrative Assistant	\$75

McProud & Associates, landscape architecture and irrigation design

Landscape Designer	\$75
CADD Drafter	\$65

Hazard Management Services, Inc. (HMS), hazmat and remediation

Inspections, design and monitoring	\$80
Weekends, holidays	\$100
Administrative time	\$45
Asbestos testing	
Bulk samples, 24 hr.	\$20 ea.
Bulk samples, 2 hr.	\$40 ea.
Air samples PCM, 24 hr.	\$20 ea.
Air samples PCM, 2 hr.	\$30 ea.
Air samples TEM, 24 hr.	\$150 ea.
Air samples TEM, 12 hr.	\$200 ea.
Air samples TEM, 6 hr.	\$225 ea.
Lead testing	
Lead based chip samples, 24 hr.	\$35 ea.
Lead based chip samples, 12 hr.	\$50 ea.
Air samples, 24 hr.	\$35 ea.
Wipe samples, 24 hr.	\$35 ea.
XRF direct readings, hrly.	\$100
Mold testing	
Tape lift samples	\$30 ea.
Curable mold, Andersen method	\$60 ea.
Non-curable, Air-O-Cell method	\$75 ea.

Printing:

Black & white photocopy	\$0.10/ page
Color photocopy, 8.5 x 11	\$0.20/ page
Color photocopy, 12 x 18	\$1.00/ page
Blackline large format	\$1.78 per sf
Plotting blackline	\$0.75 per sf
Plotting color	\$10.00 per sf
Bidset/ agency review/ other printing	1.10x cost + labor

Mileage: \$0.555 per mile

Postage & delivery: 1.10x cost

COUNTY OF YUBA
Yuba County Sheriff Facility
720 Yuba Street, Marysville, CA

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 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.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or 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. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONSULTANT 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/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of 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 CONSULTANT.

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 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, documents developed or modified under this Agreement.

COUNTY OF YUBA
Yuba County Sheriff Facility
720 Yuba Street, Marysville, CA

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 CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. 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 CONSULTANT.

D.1.7 As an independent Contractor, CONSULTANT 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. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT 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. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'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. CONSULTANT 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. CONSULTANT 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. CONSULTANT 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 CONSULTANT to perform services pursuant to this Agreement, CONSULTANT 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. CONSULTANT 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 CONSULTANT is engaged in similar circumstance and in the same location. All products of whatsoever nature which CONSULTANT 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 CONSULTANT's profession in similar circumstance and in the same location.

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

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

D.11.1 CONSULTANT 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 CONSULTANT pursuant to this Agreement.

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

furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT 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, CONSULTANT 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 CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

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 CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT 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 CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT 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":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

INDIGO / Hammond & Playle Architects, LLP
Attn: Bruce Playle, Principal Architect
231 G Street, Suite G
Davis, CA 95616

COUNTY OF YUBA
Yuba County Sheriff Facility
720 Yuba Street, Marysville, CA

ATTACHMENT E

INSURANCE PROVISIONS

CONSULTANT 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 CONSULTANT, 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 CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to CONSULTANT's profession, with limits no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

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 insured on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to

liability arising out of work or operations performed by or on behalf of CONSULTANT 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 CONSULTANT'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, **CONSULTANT'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 CONSULTANT'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

CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect 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 CONSULTANT 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***, CONSULTANT must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

CONSULTANT 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 CONSULTANT'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

CONSULTANT 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.

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The County of Yuba


AUDITOR - CONTROLLER



252-12

C. RICHARD EBERLE

915 8th Street, Suite 105
Marysville, CA 95901-5273
(530) 749-7810

TO: BOARD OF SUPERVISORS
FROM: RICHARD EBERLE, AUDITOR-CONTROLLER 
RE: YUBA COUNTY AUDIT REPORT – FY 2010-2011
DATE: JUNE 26, 2012

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

RECOMMENDATION

It is recommended that the Board of Supervisors receive the FY 2010-2011 Audit and also receive a presentation from the Auditor-Controller.

BACKGROUND / DISCUSSION

Annually the Auditor-Controller coordinates the mandated countywide audit through a third party authorized by the Board of Supervisors. The audit for FY 2010-2011 was performed by the firm of Gallina, LLP. The audit procedures performed by Gallina, LLP resulted in three reports for the county: the audited financial statements, which present the financial position of the county; the Single Audit, which audits financial information related to and documents compliance with federal grant requirements; and the Management Letter which communicates deficiencies in the internal control or organizational structure. The audits for fiscal year ended June 30, 2011 were completed on March 30, 2012.

FISCAL IMPACT

None

COMMITTEE ACTION

This item is presented to the full Board of Supervisors

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Community Development & Services Agency

915 8th Street, Suite 123, Marysville, CA 95901

Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

Web: <http://www.co.yuba.ca.us>

TO: Board of Supervisors

FROM: Wendy W. Hartman, Planning Director

A handwritten signature in black ink, appearing to read "W. Hartman", is written over the printed name.

DATE: April 17, 2012

SUBJECT: Yuba County Trails Commission

RECOMMENDATION

Given current staff resources and attendance issues, the Planning Commission recommends that the Board of Supervisors suspend the Trails Commission meetings until further notice.

BACKGROUND/DISCUSSION

The Trails Commission, originally formed September 17, 1991 is composed of seven members representing: Planning Commission, Equestrian, Bicycle, Environmental, At-Large, City of Marysville and City of Wheatland. After the formation, attendance had dropped off and the Trails Commission was unable to function. In 2006, the Trails Commission was reinstated under the Planning Department and by 2007 all of the representatives of the Trails Commission were filled at that time. However, with exception of several months in 2010 the Environmental representative has not been filled since 2008. The Trails Commission regular meetings are typically the first Tuesday of the month at 3:00 PM. During the past several years attendance has been sporadic with no attendance from the City of Wheatland. Since October 6, 2009 there have been 21 scheduled meetings, where a quorum was present at 10 of the meetings (less than 50%). A quorum of four (4) members is required to conduct business.

In addition to lack of attendance, due to budget cuts over the last couple of years, the Community Development & Services Agency (CDSA) has had to significantly reduce the amount of staff support it is able to provide to the Trails Commission. A representative from CDSA currently attends every other meeting to provide updates on County projects and technical support to the Trails Commission. Administrative duties such as preparation of agendas, minutes and correspondence as well as other clerical services previously provided by the Planning Department are now being prepared by the Trails Commission Chair and reviewed by CDSA prior to public release.

The Trails Commission bylaws indicate that the Board of Supervisors may suspend the Trails Commission if there is a lack of a quorum for three consecutive meetings or if the Board of Supervisors determines there are not a sufficient number of projects available for the Trails Commission to review. The County's trail related projects for the present and foreseeable future consist of an update to the Bikeway Master Plan and development of trails within Sycamore Ranch/Hammon Grove Parks. Trails Commissioners currently involved in these projects will be

4/17/12:BOS Suspended 2 months of meeting andd fromed ad hoc to look for alternatives to combining with another commission etc and return in June for report/ds

able to continue participating as residents/stakeholders. If the Board of Supervisors does suspend the Trails Commission, the Board may then resume the Trails Commission at any time.

COMMITTEE ACTION

On January 18, 2012 the Planning Commission unanimously recommended (4 - 0, Commissioner Lindman absent) that the Board of Supervisors suspend the Trails Commission. In light of this recommendation, the Planning Commission did not appoint a chairperson to the Trails Commission.

FISCAL IMPACT

Given the current staff resources and time needed for document preparation, including staff reports and mailings, the suspension of the Trails Commission would allow staff to focus on other tasks.

ATTACHMENTS

1. Trails Commission Representatives/Attendance (10/2009 – 10/2011)

Current Trails Commission Representatives

ORGANIZATION/CITY	Representative	Term of Office
Equestrian	Diana Culver	9/14/12
Bicycle	William Appleby	6/07/13
Environmental	Vacant	
At-Large	Richard Leighty	9/28/12
Planning Commission	Lindman (resigned effective 1/3/12)	Appointment by Commission
City of Marysville	Samayoa (resigned effective 10/11)	Appointment by City Council
City of Wheatland	McCrary	Appointment by City Council

2009 through 2010 Meeting Attendance

Meeting Date	Planning Commissioner	Appleby	Culver	Leighty	Marysville	Wheatland	Environ.
10/6/09	X	X	X	A	X	A	A
11/3/09	X	X	X	X	X	A	A
12/1/09	X	X	A	A	X	A	A
2/2/10	X	X	A	A	X	A	A
3/2/10	X	A	X	X	X	A	A
4/6/10	X	X	X	X	X	A	A
5/4/10	X	X	X	A	X	A	A
6/1/10	A	X	X	A	A	A	A
8/3/10	X	X	X	X	A	A	A
9/7/10	X	X	A	A	A	A	X
11/2/10	X	X	A	A	X	A	A

X = Present A = Absent

Attendance record for the period of 1/2011 to 10/2011 provided by the Trails Commission Chair.

2011 Trails Commission Role Call

	A. Lindman	W. Appleby	D. Culver	R. Leighty	R. Samayoa
January 4, 2011	X	A	X	X	N/A
February 1, 2011	X	X	X	X	N/A
March 1, 2011	X	X	X	X	X
April 5, 2011	X	X	A	X	A
May 3, 2011	X	A	X	X	X
June 7, 2011	X	X	X	X	A
July 5, 2011	X	X	A	A	A
August 2, 2011	X	A	X	X	A
September 6, 2011	X	A	X	X	A
October 4, 2011	X	A	A	X	A
November 8, 2011					
December 6, 2011					

X = Present

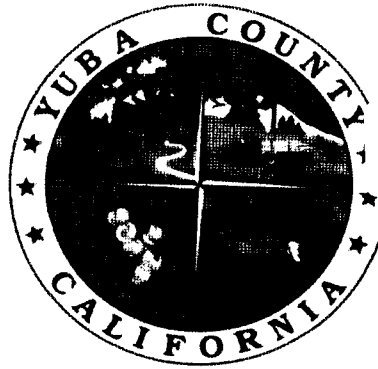
A = Absent

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The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

MARTHA K. WILSON, DIRECTOR



253-12 3rd Street, Suite 113
ysville, CA 95901

(530) 749-7860 - Phone
(530) 749-7864 - Fax

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
Martha K. Wilson, Human Resources Director/Employee Relations Officer

DATE: June 26, 2012

SUBJECT: Severance/Unit Modification/Recognition Petition filed by Yuba County Probation Peace Officers' Association

Recommendation:

Recognize and approve the Yuba County Probation Peace Officers' Association request for Severance/Unit Modification/Recognition and direct staff to establish such units.

Background:

The Yuba County Probation Peace Officers' Association (YCPPOA) filed a petition on behalf of the Yuba County Deputy Probation Officers, Supervising Probation Officers, Group Counselors and Supervising Group Counselors in the Yuba County Probation Department. The petition requests that the above listed classifications be severed from the Yuba County Employees' Association (YCEA) and that two new bargaining units be established. One bargaining unit is to be comprised of Deputy Probation Officers and Group Counselors. The second bargaining unit is to be comprised of Supervising Deputy Probation Officers and Supervising Group Counselors. Additionally, the petition requests that the Yuba County Probation Peace Officers' Association represent both bargaining units.

Discussion:

Yuba County Employee Relations Procedures provide that the County Counsel, County Executive and Employee Relations Officer shall determine the appropriateness of bargaining units. In settlement of a Petition for Writ of Mandate, the County and YCPPOA agreed that the requested two bargaining units should be established. The parties agreed that the State of California's Mediation and Conciliation Service would conduct an election to ensure that a majority of employees in the affected classifications desired to sever their association with YCEA and to be represented by YCCPOA. Such an election was held on June 5, 2012, and the result was that 100% of the employees who voted, voted in support of the establishment of the new bargaining units under representation by YCCPOA.

Such election having been made, the request is now before the Board of Supervisors for final consideration. It is recommended that the Board authorize the Human Resources Department and the Auditor's Office to establish two new bargaining units, bargaining units 16 and 17, and to administer all related actions attenuated thereto.

Committee:

None – Administrative action only

Fiscal Impact:

None – Administrative action only

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The County of Yuba

**HUMAN RESOURCES
and ORGANIZATIONAL SERVICES**

MARTHA K. WILSON, DIRECTOR



9th Street, Suite 113
ysville, CA 95901

254-12

(530) 749-7860 - Phone
(530) 749-7864 - Fax

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
Martha K. Wilson, Human Resources Director/Employee Relations Officer

DATE: June 26, 2012

SUBJECT: Decertification Petition filed by Welfare Fraud Investigators

Recommendation:

Recognize and approve the Welfare Fraud Investigators decertification request.

Background:

On March 15, 2012, the Welfare Fraud Investigators and the Senior Welfare Fraud Investigator filed a petition for decertification of their currently recognized employee organization. The petition requested that the classification of Welfare Fraud Investigator be decertified from the Yuba County Employees' Association (YCEA) and to be joined with and represented by the Deputy Sheriffs' Association (DSA). The petition further requested that the classification of Senior Welfare Fraud Investigator be decertified from the (YCEA) and to be joined with and represented by the Management/Supervisory Association (MSA) which presently represents the management and supervisory classifications in the Sheriffs' Department.

Discussion:

Welfare Fraud Investigators are peace officers pursuant to California Penal Code section 830.35. They believe they will be better represented by associations comprised mostly or solely of peace officer classifications. The DSA is comprised mostly of peace officer classifications in that it represents the Deputy Sheriff I and III classifications which are approximately 85% of the total unit. The MSA is comprised of 100% peace officer classifications.

Yuba County Employee Relations Procedures provide that the County Counsel, County Executive and Employee Relations Officer shall determine the appropriateness of bargaining units. Such determination having been made, and there being no opposition thereto, the request is now before the Board of Supervisors for final consideration.

Committee:

None – Administrative action only

Fiscal Impact:

None – Administrative action only



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YUBA COUNTY

255-12

HUMAN RESOURCES & ORGANIZATIONAL SERVICES DEPARTMENT

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

DATE: June 26, 2012
TO: Board of Supervisors
FROM: Martha Wilson, Human Resources Director 
Robert Bendorf, County Administrator 

RECOMMENDATION

Approve the recommendation to amend the Basic Salary Schedule as it relates to the Three Rivers Levee Improvement Authority, effective July 1, 2012.

BACKGROUND

The Three Rivers Levee Improvement Authority (TRLIA), a joint powers agency, was established in May 2004 by the County of Yuba and Reclamation District 784 to finance and construct levee improvements in south Yuba County. An Executive Director is tasked with implementing the direction of the TRLIA Board and managing the day-to-day operations. This position is allocated and filled through an agreement with the County of Yuba.

DISCUSSION

The position for Executive Director was established over five years ago. An employment agreement for the Executive Director was renewed in December 2011. The agreement included a clause requiring the County to perform a study regarding the duties and commensurate compensation for this position as part of salary negotiations.

Human Resources conducted an extensive analysis of this classification and located comparable benchmarks for compensation determination. Human Resources' recommendation was for a base salary in the range of \$9,328 through \$10,194, as appropriate depending on the additional benefits provided through the contractual arrangement with the incumbent, the economic conditions of TRLIA and the direction of the TRLIA Board.

The TRLIA Board has reviewed the final report and recommendation and provided guidance to the County. The attached Resolution updates the County Basic Salary Schedule to reflect the desires of the TRLIA Board.

FISCAL IMPACT

There is no fiscal impact to the County's General Fund. Regarding the fiscal impact to TRLIA, the current Executive Director is transitioning to less than full time. Based on the projected reduction in payroll hours, there should not be a fiscal impact to TRLIA's budget.

ATTACHMENTS

Job Analysis on Executive Director, TRLIA

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

IN RE:

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective July 1, 2012.

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OTCode	WCCode
EDTR	Executive Director, Three Rivers Levee Improvement Authority	8	\$9,328	53.82	07	9410

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OTCode	WCCode
EDTR	Executive Director, Three Rivers Levee Improvement Authority	8	\$9,828	56.70	07	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2012 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna C. Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By: 

**COUNTY ADMINISTRATOR'S OFFICE
EXECUTIVE DIRECTOR, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
JOB ANALYSIS REPORT
FEBRUARY 2012**



PURPOSE

A job analysis is an analysis of all the positions within a chosen classification to determine whether the classification properly describes the work being performed. Incumbents, supervisors and managers are typically asked to participate in this process to provide an accurate overview of the duties as they are perceived and carried out by the incumbents, to the positions as they are intended to be utilized by management, and to identify any factors that may influence the classification in the near or long-term future for workforce planning purposes. Often with a new classification or one with few incumbents the job analysis may include examining similar classifications within other jurisdictions and federal or state standards. Job analysis does not evaluate how well the work is being performed, the volume of work or length of service.

While a lot of the elements are the same between a classification study and a job analysis they serve two very distinct purposes. A classification study compares existing positions to an existing classification specification ("class spec") to see if the positions are being used within previously established parameters. Job Analysis is typically used to develop the class spec and individual position descriptions, and may be done as part of the process to create a new classification or tune up an existing one. Further, job analysis is often used to gather information for use in recruitment, personnel selection, training, performance appraisal criteria and/or compensation.

A job analysis may result in the modification of the class spec or in the recognition that the encompassed positions have diverged into separate classifications, and/or are evolving into an entirely new classification. However, just as in a classification study not every change or addition of duties to a position warrants a review or subsequent change to the class. Changes in the nature, variety and complexity of job duties, the supervision received or exercised, or the responsibility for staff and/or resources, may impact the class spec; whereas, changes in assigned duties or percentages of time do not always warrant a change.

This report presents the assessment and recommendation results of a job analysis conducted by the Human Resources Department of the Executive Director, Three Rivers Levee Improvement Authority classification.

BACKGROUND

The class spec for the Executive Director, Three Rivers Levee Improvement Authority (TRLIA) was established in November 2005 and the current incumbent was hired into this position in June of 2006. While the levee projects have advanced through their various stages and the class

spec format has been revised, the class spec for this classification has not been revisited since inception. Standard business practice in Human Resources suggests a five year review period for standard classifications. The County Administrator's Office requested that this classification be reviewed under the terms of an employee agreement with the incumbent.

Human Resources reviewed the existing Yuba County class spec for the Executive Director. After examining current industry standards and how similar classifications are used in other jurisdictions, Human Resources prepared a Job Analysis questionnaire tailored to the targeted classification needs. The incumbent, a member of the TRLIA Board, four associates and the County Administrator completed the questionnaires and served as subject matter experts for the functions being studied.

A thorough review was conducted of the completed questionnaires, which included statistical analysis of the reported data, a review of the narratives provided, and discussions with the incumbent and County Administrator. The findings of the job analysis are presented below.

ANALYTICAL METHODS

Respondents were asked to rate assigned tasks on two scales, importance and frequency of performance. A matrix was established in excel format for the task statements and the respondents' responses were entered. The average of the responses to importance and frequency were calculated. Any task rated 0 (not part of the job, not important) in importance or frequency by 50% or more of the respondents was removed from consideration. Of the original 25 tasks on the questionnaire, 25 passed this initial screening and, for purposes of job analysis, can be considered essential functions of this classification. These 25 essential tasks were then analyzed using the importance and frequency rating scales.

Tasks rated by participants as having an average importance of more than 1.5 (between somewhere important and important) were grouped together based on appropriateness and included on the class spec, generally in the order of most important to least important as rated by the participants.

Knowledge, skills and abilities (KSAs), were not reviewed by the respondents due to time constraints on all parties involved. Once the essential duties were identified and included on the updated class spec the existing KSA's were reviewed to confirm they were related to the essential tasks of the classification.

After this initial review, Human Resources discussed the job analysis with the County Administrator to share these preliminary findings and request further information and direction where needed. The final determination of the class spec determination was made based on an overall review of the job analysis as a whole, how the Authority intends to utilize the position and industry standards and expectations.

EXTERNAL ANALYSIS FOR INDUSTRY STANDARDS

Department of Water Resources (DWR)

The Department of Water Resources was contacted to determine the existence of comparable positions. DWR staff has not provided that information as of this time.

Sutter Butte Flood Control Agency (SBFCA):

The Executive Director of TRLIA suggested that the Director of Engineering of the Sutter Butte Flood Control Agency be included in this analysis. The function of the Director of Engineering was previously performed through a consulting agreement with an engineering firm. While there was a primary contact at this engineering firm who performed the majority of the duties, the individual was not dedicated solely to SBFCA and some of the duties were performed by other staff within the firm. This contract billed between 140 and 200 hours per month. In August of 2011, SBFCA recruited to make this the sole on-staff position of SBFCA. The incumbent was hired by contract through the City of Yuba City but is not a City employee and does not receive any associated benefits. Under the general direction of the Executive Director of SBFCA, the Director of Engineering is responsible for the successful execution of civil engineering work in connection with flood management projects involving planning, scheduling, funding, directing, coordinating and controlling all aspects of the work, including coordination with other disciplines as well as internal and external agencies to ensure coherent execution. SBFCA still maintains several engineering contracts to perform a variety of the engineering functions. The Director of Engineering provides administrative and technical oversight services under the program management role while independent contractors continue to provide some technical work. This position requires a Bachelor's degree in civil engineering, or related engineering field, and at least five years of relevant experience in flood control civil engineering. In addition, this position must be certified as a Professional Engineer and registered as such in the State of California. The reporting structure, body of knowledge required, and depth of technical duties are not the same as the Executive Director in TRLIA. Therefore, this is not a comparable classification for the purposes of this analysis.

The Executive Director function of SBFCA is provided through a consulting agreement with a Limited Liability Partnership (LLP). In this particular instance, a designated partner of the LLP acts as the sole consultant to the Agency. The Executive Director attends all meetings of the Board of Directors and member agencies, represents the agency at associated meetings and activities, makes presentations, performs community outreach and education, coordinates with member agencies, and ensures that the Board of Directors remains informed of SBFCA activities and program progress. Administratively, the Executive Director oversees the internal administrative matters, approving and executing all formal documents, tracking all expenditures and the budget to ensure contracts stay within limits. This is a part time consulting position that bills around 80-120 hours per month.

Of the two positions, the Executive Director of SBFCA is a closer match to the function of the Executive Director of TRLIA. The Director of Engineering appears to function in a highly technical manner and performs extensive hands-on engineering in conjunction with the contract engineers. The Executive Director of SBFCA serves as the direct liaison between the Board and the various contractors and performs the administrative and analytical functions.

Sacramento Area Flood Control Agency (SAFCA):

SAFCA utilizes a full-time Executive Director who is employed by the City of Sacramento in an arrangement similar to the one that the County of Yuba has with TRLIA. Accordingly, the Executive Director receives all the benefits of a City employee. Under general direction of the SAFCA Board of Directors, the Executive Director performs administrative/executive work of unusual difficulty in formulating the SAFCA strategic plans, formulating and advancing Federal and State legislative programs, and directing Agency administration and program execution. The Executive Director provides executive direction to department directors and managers in major SAFCA function and business lines; may direct and/or manage staff who are responsible for SAFCA operations or for specific department functions; assures SAFCA compliance with applicable Federal, State and local laws, ordinances and codes; oversees policy development activities; and serves as a member of SAFCA's Management Team.

In a practical capacity, the main role of this position is to coordinate the raising of the local share of funds available for improvement and maintenance projects. The vast majority of the maintenance and improvements are overseen by the U.S. Army Corp of Engineers. The Executive Director oversees a very limited number of construction projects. General policy direction is provided or authorized by the SAFCA Board of Directors. This position has authority over a SAFCA Deputy Director, SAFCA department heads, senior managers and an extensive number of consultants and support staff.

This position requires the incumbent be a Professional Civil Engineer registered in the State of California, and possess a Bachelor of Science in Civil Engineering with seven years of responsible management experience in work involving a wide variety of problems of management in civil service at the local, State or federal level.

The reporting structure, depth of management and size of the organization is more extensive than that of TRLIA. There are however, many similarities between the positions, making this one of the more similar classifications available.

West Sacramento Area Flood Control Agency (WSAFCA):

The West Sacramento Area Flood Control Agency uses an Engineering Services Manager classification in their Executive Director capacity. The current classification of Engineering Services Manager is based roughly on a previous Flood Protection Manager classification. When the Joint Powers Authority was established the City used the class spec of the Flood Protection Manager as a starting point for an internal appointment to the position. The Engineering Services Manager oversees the design, planning and environmental consultants; provides guidance for the overall program; represents the WSAFCA Board of Directors at various meetings; administers and monitors the budget; provides grant management and locates funding; monitors legislation for potential impacts; performs community outreach; procures necessary permits, contracts, licenses and permissions; maintains project schedules and keeps the WSAFCA Board apprised of all developments. This position is employed through an agreement with the City of West Sacramento that mirrors the arrangement the County of Yuba has with TRLIA. The Engineering Services Manager performs many of the same duties of the prior classification Flood Protection Manager but is focused on the levee improvement projects and is assigned to an at-will appointment to report to the WSAFCA Board instead of the City

reports to direct supervisors and has very little to no staff below them or direct authority. The Project Manager reports to a Deputy Operating Officer in the Watershed Division.

The Deputy Operating Officer (DOO) of the Watershed Division is ultimately responsible for levee construction. This is an exempt classification which reports to a Board of Directors similar to the Board oversight of the TRLIA. In addition, the decision-making, reporting relationship and overall level of authority are fairly equivalent to that exercised by the Executive Director in this study. The DOO interacts regularly with public officials and other agencies, including the State and Federal Flood contacts, and represents the interests of the Water Agency on the Bay Area Flood Protection Agency Association (BAFPAA). There are currently six DOO's in the Santa Clara Water Agency, each assigned over a different Watershed Division.

This position requires a Bachelor's degree from an accredited college or university with major course work in Business Administration, Public Administration, Civil Engineering, or a closely related field and six years of administrative, managerial or professional experience in a field related to the assignment in the public sector, water or related industry within the most recent ten years. Four of the six years must have included management and supervisory authority. Incumbent DOO's assigned to the Watershed function tend to have a background in engineering although this is not a requirement of the position. The classification of Deputy Operating Officer, while not directly comparable to Executive Director, is fairly equivalent in terms of this study.

San Joaquin Area Flood Control Agency (SJAFCA)

The Executive Director function of the SJAFCA is provided through a consulting agreement. The Executive Director does not have voting authority, is appointed by the Board and serves at the will of the Board. This position attends all meetings of the Board, distributes the agenda to Board members in advance, and carries out Board policies. The Executive Director provides the general management, direction and development of the Agency operations and procedures on a daily basis with responsibility for all facilities, employees and equipment, and their respective uses. This position has the authority to prepare and submit recommendations as the necessary expenditure levels for the operations and delivery of services; provides technical expertise to the Board in planning, design and construction; expends funds as directed and approved by the Board approved budget; expends funds and enters into all contracts for labor; prepares periodic reports to state, county, local agencies and the Agency as required or requested by the Board; and establishes, coordinates and supervises all other actions and duties as designated by the Board. As the Executive Director position is an independent contractor, the agency does not have an associated class spec or minimum requirements for this position.

In addition to the Executive Director, SJAFCA has a Deputy Executive Director (former Director of Engineering) on staff. The Deputy Executive Director is a City of Stockton employee working and compensated under the classification of Deputy Public Works Director. The Deputy Public Works Director classification plans, organizes, coordinates and directs the work of the SJAFCA; supervises professional, technical and subordinate staff in the planning, implementation and activities of the SJAFCA. This position oversees all activities of the agency and acts on the behalf of the Executive Director in his absence. This classification requires a Bachelor's degree

Manager. The City of West Sacramento is currently drafting a new class spec for this position and the final qualifications may be different than what is currently required for the Flood Protection Manager. However, for purposes of this analysis the information has been provided as a general concept. The Flood Protection Manager requires a Bachelor's degree with major coursework in land use planning, geography, engineering, economic development or a related field and six years of increasingly responsible experience in a governmental agency including three years of managing a department or division. Sutter Butte Flood Control Agency identified this classification as a comparable classification when they were reviewing their own Executive Director contract arrangement. The duties, reporting structure and scope of responsibility are very close to the Executive Director of TRLIA making this a reasonable comparable classification.

Santa Clara Water District:

The Executive Director of TRLIA suggested that the Chief Operating Officer of the Watershed Division of the Santa Clara Water District be included in this analysis. The Chief Operating Officer is a direct extension of the Chief Executive Officer (CEO) and is delegated the agency's highest level of responsibility and accountability for planning, managing and improving the District's largest organizational grouping consisting of several operation divisions (water, utilities, watersheds, capital projects); to act on behalf of the District as an appointing authority in human resources matters; to represent the CEO and District in interactions with the public and other organizations and to function as the CEO in his/her absence. The Chief Operating Officer of the Watershed Division Watersheds oversees the flood related duties for the Agency. This position is responsible for a staff of 223 and an operating budget of \$86.4 million and oversees several divisions, including Emergency Services, Environmental Health and Safety.

This position requires a Bachelor's degree with major course work in business administration, public administration, civil engineering, or a closely related field and a minimum of eight years of increasingly responsible administrative or managerial experience in a field related to the assignment and in the public sector, water or related industry within the last ten years. Three of the eight years must have been in a high-level administrative or managerial role, which included supervisory responsibility.

The scope of the duties are significantly broader, and the organization significantly larger, than those of the Executive Director of TRLIA. While the position is responsible for flood strategies, a look below the surface of the class spec reveals that this position does not directly or indirectly oversee levee specific maintenance or repair and is tasked largely with maintenance of watersheds and seven dams. The Santa Clara Water District mainly uses natural flood practices in lieu of levees; current levees are small scale and placed along streams. Further, this position is not exclusively devoted to flood control but also oversees emergency management and environmental stewardship. Therefore, this is not a comparable classification for the purposes of this analysis.

The Santa Clara Water District was responsible for implementing the Clean, Safe Creeks and Natural Flood Protection Plan that was approved by voters in 2000 and required the construction of levees and other flood protections. A Project Manager was assigned to oversee aspects of this construction. However, the classification of Project Manager is not comparable to the Executive Director under study. Project Manager is a non-exempt classification who

with major course work in civil engineering, management or a related field and five years of supervisory experience in public works activities related to the assigned division. The current incumbent is a Professional Engineer and a Certified Floodplain Manager.

In this situation it is difficult to state that either classification is an exact comparison for the TRLIA Executive Director. While the Executive Director of SJAFCA has the direct reporting relationship to the Board and the ultimate management responsibility, it is a contract position and delegates a varying degree of the responsibilities to other classifications. It is more likely that the Deputy Executive Director performs the majority of these delegated and day-to-day responsibilities, though this position lacks the direct reporting relationship to the Board and the ultimate responsibility for the Agency performance. The best solution is to examine both classifications as largely comparable classifications and consider the information provided as one facet of many when considering the compensation and benefits package appropriate for the Executive Director of TRLIA.

FINDINGS

TRLIA Executive Director

Scope of Job:

Under the direction of the Board this position is responsible for improvements to a network of levees and other flood control resources within Southern Yuba County in order to achieve FEMA accreditation and Senate Bill 5 flood protection levee compliance. The TRLIA is a joint powers agency formed to finance and construct levee improvements and related draining and flood control works. In addition to managing TRLIA, this position must coordinate and obtain approval from numerous State and Federal agencies. This position manages the day-to-day operations of the TRLIA, including development and implementation of operational and capital budgets, short- and long-range flood control measures, and administering engineering and capital improvement contracts. Administratively, the Executive Director serves on a variety of committees, task forces and project teams as the Board's representative.

Task Statements:

In order to comply with the Uniform Guidelines on Employee Selection Procedures a class spec must include the essential functions of a position. These are the most important and/or frequently performed tasks assigned to the classification. There are two main categories of job functions; essential and important. To identify essential job functions the first consideration is whether employees in the position are actually required to perform the function. If a person does perform a given function the next consideration is whether removing that function would fundamentally change the job. Finally, a function may be essential if the position exists to perform the function, if there are a limited number of other employees available to perform the function or among whom the function can be distributed, or if the function is highly specialized and/or a person is hired for special expertise or ability to perform it. The consequences of not requiring a person in a job to perform a function are important factors to consider. Sometimes a function that is performed infrequently may be essential because there will be a serious consequence if not performed. The employer's judgment, the amount of time spent performing a function, the work experience of people who have performed the job in the past and the work experience of people who perform the same or

similar jobs, and the nature of the work operations and the organizational structure may also be factors in determining whether a function is essential. All of these are considered during the job analysis process. Important functions include all the remaining duties of the classification that may not meet the requirements for an essential function but are still an expected and customary part of the job.

Overall, the existing essential job functions are fairly represented on the current class spec and only minimal adjustments are necessary.

Knowledge, Skills and Abilities:

The possession of certain knowledge, skills and abilities (KSAs) allow an individual to satisfactorily perform the essential function of the position. As such, the KSAs listed on a class spec must be directly related to the essential functions and supported by a job analysis. While the KSA's were not specifically reviewed as part of the job analysis questionnaire they were reviewed to confirm they were directly related to the essential tasks of the classification. The section of 'abilities' was not included on the prior class spec. Appropriate abilities were added to the class spec based on classifications with similar levels of fiscal accountability and independent management. The final selections were reviewed with several subject matter experts for confirmation.

Certifications, Licensing and Equipment:

While the requirement to possess a California's Drivers License was not specifically included on the questionnaire, it is a necessary requirement for this classification. The Executive Director is tasked with visiting work locations and regularly attending meetings at off-site locations, which requires the ability to operate a motor vehicle. The incumbent, a member of the TRLIA Board and a consultant reported that a Civil Engineering Registration was a necessary requirement for this position. While this represents only three of the seven respondents, it includes the only incumbent and the only responding member of the TRLIA Board. As such, the credence given to this requirement is substantial enough to include this requirement on the revised class spec.

Supervisory and Leadership Responsibility:

The Executive Director supervises one full-time Executive Assistant, and has direct leadership responsibility for seven engineering and environmental consultants, five legal consultants, two real estate consultants, two financial consultants and one community and public outreach consultant. While the Executive Director is not directly responsible for supervising these consultants in the traditional definition, he is tasked with reviewing their work, making recommendations to the TRLIA Board based on his interactions with them, coordinating their efforts and maintaining project schedules. As such, this is a management classification with broad authority.

Problem Solving and Decision-Making:

The Executive Director operates under general direction and the work is driven by state and federal responsibilities under the direction of the TRLIA Board. The directions provided by

the Board to the incumbent are broadly defined in accordance with regularly changing legislation. The Executive Director establishes a project timeline with appropriate deadlines and presents the plan to the TRLIA Board for approval and final direction. Updates are provided to the TRLIA Board through staff reports at regular board meetings, which are typically held twice a month. Members of the Board may occasionally request information on specific items outside of a regular meeting.

There is a large consequence of error assigned to this position. There is a substantial risk to people and property should the levees fail to function as designed. In addition, the plans must be compliant with the applicable regulations in order to procure and maintain revenue streams.

Customer Service and Interpersonal Requirements:

The Executive Director regularly interacts with a large number of outside agencies and sources, ranging from members of legislative bodies, federal and state agencies, local water districts, reclamation districts, consulting firms, and members of the public, in order to coordinate efforts, locate and procure funding, meet critical deadlines, negotiate, educate and serve as a technical advisor. Communication is accomplished through a wide variety of media, from phone to e-mail to presentations and meetings, requiring the ability to proficiently communicate through a wide variety of mediums and at varying levels of technical comprehension.

Working Conditions and Physical/Mental Requirements:

A large portion of the work is done in an office setting. However, the position does require that the incumbent visit construction sites that are in varying stages of completion and during various weather conditions. While these requirements do not rise to a level which would necessitate a change in the occupational grouping for pre-employment medical, the class spec should more clearly detail these physical requirements.

RECOMMENDATION

Human Resources has prepared an updated classification specification and a supported salary range based on the contents of this report.

The classification and compensation study was complicated in that this position is unique in its duties and authority. Levee work is typically performed through the California Department of Water Resources and the U.S. Army Corps of Engineers. Within those agencies the various functions performed by the Executive Director of TRLIA are spread among a wide variety of more specialized classifications with often less or considerably more authority than assigned to this classification. Looking at Water Districts within the State of California poses similar challenges. Water Districts are larger organizations with different internal structures and a wide variety of responsibilities and flood impacted features, such as dams. There are very few Improvement Authorities within the State of California and they are located in regions that are not ideal for comparisons due to their size, local economy and other features. As a result, it is challenging to find exactly comparable classifications in other agencies and to make comparable

compensation comparisons. Human Resources attempted to locate comparable positions based on level of authority, the position's impact and scope of responsibility, unique skills required for performance, and reporting relationships. It is important to review the information reported for identified positions in the light of the economic condition of the region, the size of the organization and the overall scope of the projects the organization oversees. Further, as this is in many senses both a contract position and also a County classification with the associated and pre-determined County benefits, it is important to look at the overall compensation and benefits package as a whole.

It is Human Resources' recommendation that a base salary in the range of \$9,328 through \$10,194 is appropriate depending on the additional benefits provided through a contractual arrangement with the incumbent, the economic conditions of the TRLIA, and the direction the TRLIA would like to move with this classification.

The current economic climate is very precarious and Human Resources is sensitive to the economic conditions currently facing the County of Yuba. However, Human Resources' long term goal is to ensure that the agency is successful in attracting and retaining its critical work force in order to perform at an optimum and cost-efficient level. The information in this report will be an important consideration in making any final decisions.

ATTACHMENTS

Classification Specification
Compensation Review Matrix

Executive Director, TRUA - Compensation Review Matrix

Agency	Current Yuba County - TRUA	Sacramento Area Flood Control Agency	West Sacramento Area Flood Control Agency	Santa Clara Water District	Sutter Butte Flood Control Agency	San Joaquin Area Flood Control Agency	San Joaquin Area Flood Control Agency	Sutter Butte Flood Control Agency	Santa Clara Water District
Title	Executive Director	Executive Director	Flood Protection Manager	Deputy Operating Officer	Executive Director Independent Contractor	Deputy Executive Director	Executive Director	Director of Engineering	Chief Operating Officer
Comparable	20	Yes 40	Yes 40	Yes 40	Yes AS needed	Yes, in combination together 40	40	No 40	No 40
Base Salary	\$9,328	\$11,333	\$7,963	\$12,100	\$150/hr NTE \$139,000 annually	\$9,070	\$100/hr	\$13,333	\$12,912
Longevity	\$14,832	\$17,000	\$9,678	\$17,244	N/A	\$11,640	N/A		\$18,398
Retirement Plan	2% at 55 EE pays 7%	2% at 55 EE pays 0% ER pays 19.8%	2.5% @ 55 EE pays 3.75% ER pays ER+4.25%	2.5% at 55 EE pays 7.407%	N/A	2% @ 55 EE pays 7%	N/A	Profit Sharing Plan - \$49,000/yr	2% at 55 EE pays 7.407%
401/457	Yes, no match	Yes, 4% match	Yes, 1.5% ER contribution	Yes, \$4,000 match	N/A		N/A	Yes, no match	Yes, \$4,000 match
Social Security	No	Yes			N/A		N/A		
Vacation Leave	<5 yrs = 8 hrs/mo >5 yrs = 10.75 hrs/mo >10 yrs = 12 hrs/mo >15 yrs = 13.5 hrs/mo >20 yrs = 16 hrs/mo	<5 yrs = 6.67hrs/mo >5 yrs = 10 hrs/mo >10 yrs = 13.33 hrs/mo >15 yrs = 16.67 hrs/mo	<5 yrs = 6.67 hrs/mo >5 yrs = 10 hrs/mo >10 yrs = 13.33 hrs/mo >20 yrs = 16.67 hrs/mo	28 days/yr	N/A	<1.5 yrs = 6.67 hrs/mo >7.5 yrs = 9 hrs/mo >15 yrs = 12 hrs/mo >25 yrs = 15.75 hrs/mo	N/A	2 weeks/yr 3 weeks/yr @ Yr 2+	2 yrs = 8 hrs/mo 5 yrs = 10.67 hrs/mo 10 yrs = 12 hrs/mo 15 yrs = 14 hrs/mo 20 yrs = 14.67 hrs/mo
Mgmt Leave	56 hrs	80 hrs/annual	80 hrs/annual	24 hrs Executive 32 hrs Personal	N/A	40 hrs/annual	N/A	N/A	24 hrs Executive 32 hrs Personal
Floating Holidays	2 days	2 days	3.5 days	13 days	N/A	1 day	N/A	N/A	13 days
Holidays	11 days	12 days	10 days	8 hrs/mo	N/A	8 hrs/mo	N/A	10 days/yr	8 hrs/mo
Sick Leave	8 hrs/mo	8 hrs/mo	8 hrs/mo	8 hrs/mo	N/A				
Healthcare Benefits	100% EE, 80% Family \$522.69 EE \$1,056.83 Family	\$520 EE \$800 EE+1 \$1,050 Fam	Cafeteria Plan ER pays \$750/mo	100% EE & Family \$3,000 Medical cap \$5,000 family daycare cap	N/A	\$481 EE \$875 EE+1 \$1,165 Fam	N/A	None	100% EE & Family
Flex/Section 125	N/A								
Dental/ Vision Benefits	100% EE; 80% Family \$53.53 EE \$126.90 Family		Self insured Dental & Vision	100% EE & Family	N/A		N/A	None	100% EE & Family
Retiree Medical	ER pays \$112/mo	5-10 yrs = 50% of max 15-20 yrs = 75% of max 20+ = 100% of max	10-14 yrs = \$50 + 25% of premium 15-19 yrs = \$75 + 30% of premium 20+ = \$100 + 50% of premium	100% for EE after 10 yrs 100% EE+1 after 20 yrs	N/A	N/A	N/A	N/A	
Life Insurance	100,000 ER paid	\$50,000 ER paid	\$24,000 ER paid	\$100,000 ER paid	N/A	2.75x annual salary	N/A	\$50,000	\$100,000 ER paid
Long Term Disability	ER paid	ER pays premium	Yes, EE pays	STD/LTD	N/A	ER paid	N/A	EE pays premium	ER pays
Car Allowance	\$300/mo			\$450/mo	N/A	N/A	N/A	N/A	
Tuition Reimbursement	No			\$1,600/yr	N/A	N/A	N/A	N/A	

*Current Yuba Incumbent salary \$11,343

Executive Director, TRLJA - Compensation Review Matrix

Agency	Current Yuba County - TRLJA	Sacramento Area Flood Control Agency	West Sacramento Area Flood Control Agency	Santa Clara Water District	Sutter Butte Flood Control Agency	San Joaquin Area Flood Control Agency	Sutter Butte Flood Control Agency	San Joaquin Area Flood Control Agency	Santa Clara Water District
Title	Executive Director	Executive Director	Flood Protection Manager	Deputy Operating Officer	Executive Director - Independent Contractor	Deputy Executive Director	Director of Engineering	Executive Director	Chief Operating Officer
Comparable	-	Yes	Yes	Yes	Yes	Yes, in combination together	No	40	No
Hrs	20	40	40	40	As needed	40	40	40	40
Base Salary	\$9,328	\$11,333	\$7,963	\$12,100	\$150/hr	\$100/hr	\$13,333	\$100/hr	\$12,912
Longevity	\$14,832	\$17,000	\$9,678	\$17,244	NTE \$139,000 annually	\$9,070	\$11,640	N/A	\$18,398
Retirement Plan	2% at 55 EE pays 7%	2% at 55 EE pays 0% ER pays 19.8%	2.5% @ 55 EE pays 3.75% ER pays ER+4.25%	2.5% at 55 EE pays 7.407%	N/A	2% @ 55 EE pays 7%	Profit Sharing Plan - \$49,000/yr	N/A	2% at 55 EE pays 7.407%
401/457	Yes, no match	Yes, 4% match	Yes, 1.5% ER contribution	Yes, \$4,000 match	N/A		Yes, no match	N/A	Yes, \$4,000 match
Social Security	No	Yes		N/A	N/A			N/A	
Vacation Leave	<5 yrs = 8 hrs/mo >5 yrs = 10.75 hrs/mo >10 yrs = 12 hrs/mo >15 yrs = 13.5 hrs/mo >20 yrs = 16 hrs/mo	<5 yrs = 6.67hrs/mo >5 yrs = 10 hrs/mo >10 yrs = 13.33 hrs/mo >16 yrs = 13.33 hrs/mo	<5 yrs = 6.67 hrs/mo >5 yrs = 10 hrs/mo >10 yrs = 13.33 hrs/mo >20 yrs = 16.67 hrs/mo	28 days/yr	N/A	<1.5 yrs = 6.67 hrs/mo >1.5 yrs = 9 hrs/mo >7.5 yrs = 12 hrs/mo >15 yrs = 15.75 hrs/mo >25 yrs = 40 hrs/annual	2 weeks/yr 3 weeks/yr @ Yr 2+	N/A	2 yrs = 8 hrs/mo 5 yrs = 10.67 hrs/mo 10 yrs = 12 hrs/mo 15 yrs = 14 hrs/mo 20 yrs = 14.67 hrs/mo 60 hrs/annual
Mgmt Leave	56 hrs	80 hrs/annual	80 hrs/annual	24 hrs Executive 32 hrs Personal	N/A	1 day	N/A	N/A	24 hrs Executive 32 hrs Personal
Floating	2 days	2 days	3.5 days	13 days	N/A	13 days	N/A	N/A	13 days
Holidays	11 days	12 days	10 days	8 hrs/mo	N/A	8 hrs/mo	10 days/yr	N/A	8 hrs/mo
Sick Leave	8 hrs/mo	8 hrs/mo	8 hrs/mo						
Healthcare Benefits	100% EE, 80% Family \$522.69 EE \$1,056.83 Family	\$520 EE \$800 EE+1 \$1,050 Fam	Cafeteria Plan ER pays \$750/mo	100% EE & Family \$3,000 Medical cap \$5,000 family daycare cap	N/A	\$481 EE \$875 EE+1 \$1,165 Fam	None	N/A	100% EE & Family
Flex/Section 125	N/A				N/A				
Dental/ Vision Benefits	100% EE; 80% Family \$53.53 EE \$126.90 Family	5-10 yrs = 50% of max 15-20 yrs = 75% of max 20+ = 100% of max	Self Insured Dental & Vision 10-14 yrs = \$50 + 25% of premium 15-19 yrs = \$75 + 30% of premium 20+ = \$100 + 50% of premium	100% EE & Family	N/A	N/A	None	N/A	100% EE & Family
Retiree Medical	ER pays \$112/mo		10-14 yrs = \$50 + 25% of premium 15-19 yrs = \$75 + 30% of premium 20+ = \$100 + 50% of premium	100% EE & Family	N/A	N/A	None	N/A	100% EE & Family
Life Insurance	100,000 ER paid	\$50,000 ER paid	\$24,000 ER paid	\$100,000 ER paid	N/A	2.75x annual salary ER paid	\$50,000	N/A	\$100,000 ER paid
Long Term Disability	ER paid	ER pays premium	Yes, EE pays	STD/LTD	N/A	ER paid	EE pays premium	N/A	ER pays
Car Allowance	\$300/mo			\$450/mo	N/A	N/A	N/A	N/A	
Tuition Reimbursement	No			\$1,600/yr	N/A	N/A	N/A	N/A	

*Current Yuba Incumbent salary \$11,343

CLASSIFICATION SPECIFICATION



CLASSIFICATION:	Executive Director, Three Rivers Levee Improvement Authority	ESTABLISHED:	November 2005
ALLOCATION:	County Administrator's Office	REVISED:	January 2012
FLSA STATUS:	Exempt		
UNION AFFILIATION:	N/A - Management		

JOB SUMMARY:

Under general managerial direction of the Three Rivers Levee Improvement Authority (TRLIA) is responsible for improvements to be made to a network of levees and other flood control resources within Southern Yuba County in order to achieve FEMA accreditation and Senate Bill 5 flood protection levee compliance. The Three Rivers Levee Authority is a joint powers agency formed to finance and construct levee improvements and related draining and flood control works. In addition to managing the Authority, this position must coordinate and obtain approval from numerous other State and Federal agencies for the necessary improvements in a timely and efficiently manner. This position manages the day-to-day operations of the TRLIA, including the development and implementation of operational and capital budgets, short- and long-range flood control measures and administering engineering and capital improvement contracts. Administratively, the Executive Director serves on a variety of committees, task forces and project teams as the Board's representative.

This is a stand-alone executive position responsible for flood control resources.

CLASS CHARACTERISTICS:

This position is appointed by and serves at the will of the Three Rivers Levee Improvement Authority Board. This class is distinguished from the Capital Improvements Project Manager by the primary assignment to complex managerial, financial, permitting, engineering functions and specialized flood control projects requiring the understanding of state, local, and engineering issues concerning flood control and by the management and coordination of a variety of multi-disciplinary teams made up of external consultants and other governmental agencies.

EXAMPLES OF DUTIES:

Essential:

- Provide management support to the Three Rivers Levee Improvement Authority Board including planning and setting agenda's for Board meetings; oversee the day-to-day operation of staff and consultants activities.
- Ensure proper management of fiscal records and funding, grant administration, expenditures and fund balances are maintained.
- Define problem areas, analyze alternatives, develop recommendations and direct the implementation of policy decisions.
- Direct and manage professional engineering support in meetings with members of the County, Board, local and state groups, various governmental agencies, special districts, contractors and the public involving flood control, levee improvement and water resource projects.
- Meets with and coordinates numerous consultants; negotiate contracts and ensure they comply with legal requirements; and monitor contract performance for compliance with terms of agreement.
- Direct staff in securing permits from appropriate State & Federal regulatory agencies.
- Plan, organize, direct, review and evaluate the design, construction and inspection of flood control, levee improvement, water resources and other related projects.
- Provide substantial technical knowledge of flood control, levee improvement and other complex water resource responsibilities to the Board and other public and private agencies.
- Ensure all state statutes and local ordinances are complied with; including, but not limited to, an annual audit, annual report and reports required by funding sources as a condition of receiving funds.
- Provide technical assistance and consultation to Board members; promote timely, effective communication between the Executive Director and the Board.
- Develop operational goals and plans for carrying out decisions and regularly communicate the status to the Board.
- Work with the Board updating and administering the budget according to established guidelines.
- Investigate, identify, and make the Board aware of opportunities to blend or leverage funds in order to maximize the funding available to the Board for uses as recognized in the Strategic Plan.
- With direction from the Board, manage the process of developing and approving updates to the Board's Strategic Plan.

- Ensure implementation to changes in laws and regulations; evaluate the impact of new and changed legislation/regulations upon TRLIA activities and develop and implement policy and procedural changes as required.
- Represent the Board at county and statewide meetings, forums and hearings, and in discussions and negotiations involving contracts with public and private agencies.
- Responsible for the development of publications, media presentations and materials.
- Ensure all meetings involving a quorum of the Board are publicly noticed and conform to the requirements of the Ralph M. Brown Act.
- Approve the plans and specifications for a variety of complex water resource projects and approve special studies to determine future County needs.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Drive a motor vehicle to attend meetings and visit work locations.

EMPLOYMENT STANDARDS:

Knowledge of:

- Building and sustaining effective interpersonal relationships with Board members, staff, service providers, government officials, community officials, community members and media representatives.
- Business and management principles involved in strategic planning, resource allocation, human resources modeling, conflict resolution, leadership techniques, production methods, and coordination of people and resources.
- Principles of management and administration as applied to the analysis and evaluation of programs, policies and operational needs.
- Project management methods and procedures, including project scheduling, development, cost estimating, materials, review and claims analysis.
- Theory, principles, practices and application of government budgeting and accounting, fiscal management, budget control, cost accounting and public funding, including methods of financial reporting and financial statement preparation.
- Principles and techniques of capital improvement design, construction, funding and long-term maintenance.
- Financing alternatives for public works capital improvements.
- California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) processes and experience in applying them.
- Applicable federal, state and local laws, rules and regulations including those governing Public Works facilities.
- The functions and operations of related agencies and community organizations.
- Procedures for grant writing, contract monitoring and program auditing.
- Technical, legal, financial and public relations aspects involved in conducting a water resources program.
- State, County and community political and policy-making practices.
- Techniques for representing the TRLIA in meetings and negotiations with a variety of individuals and groups.
- Knowledge of media production, communication, and dissemination techniques and methods, including alternative ways to inform via written, oral, and visual media.
- Safety principles and practices related to the work.

Skill in:

- Working with governing boards and the ability to work in an environment of ambiguity with multiple priorities and diverse personalities.
- Monitoring and assessing the performance of one's self, other individuals, or processes to make improvements or take corrective action.
- Planning, organizing, supervising, training, directing, reviewing and evaluating the work of others.
- Planning, organizing, coordinating and administering a comprehensive flood control, levee improvement and water resources program.
- Performing complex project management work including the administration of a capital improvement program.
- Developing and implementing goals, objectives, policies, procedures and budgets.
- Understanding, interpreting and enforcing compliance with plans, specifications, bid documents, and contract provisions.

- Reviewing and approving the work of consultants and contractors.
- Identifying and analyzing complex technical situations, reviewing related information to develop and evaluate options and implement solutions.
- Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Verbal and written communications, including public speaking, listening and the ability to clearly articulate vision and strategy.
- Determining how money will be spent to get the work done and accounting for these expenditures.
- Determining how a system should work and how changes in conditions, operations and the environment will affect outcomes.
- Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.
- Arranging and efficiently conducting public hearings.
- Developing and maintaining effective relationships with staff, consultants, contractors, engineers, architects, residents, suppliers and representatives of other agencies or departments.
- Applying and explaining complex federal, state and local laws related to the public works areas of responsibility.
- Data analysis and the preparation of clear, concise and accurate reports and recommendations.
- Using tact, patience, courtesy, discretion and prudence in dealing with those contacted in the course of the work.

Ability to:

- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Develop constructive and cooperative working relationships with others and maintain them over time.
- Inspect materials and workmanship for safety hazards or construction problems.
- Establish, balance and adjust priorities on a continuous basis.
- Reason both deductively and inductively.
- Write and review technical documents or reports including board letters, Notice of Completion, Letters of Acceptance, specifications and contract documents.
- Make written and verbal presentations to large civic groups, official bodies, and the general public to provide information on the status of a project.
- Exercise initiative, ingenuity and sound judgment to solve difficult fiscal and administrative problems.
- Effectively represent the department and Agency before the Board of Supervisors, County Administrator, the public, media and other entities and organizations.
- Establish and maintain effective working relationships in a diverse work force and community.

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

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Drive a motor vehicle in order to attend meetings and inspection sites.
- Inspect construction sites involving trenching, embankments and uneven terrain.

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

Work Environment:

- Work in a typical office environment.
- Work with exposure to potential hazards at various construction sites.

QUALIFICATIONS:

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

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment; maintain throughout employment.

Special Requirements:

- Attend meetings and functions outside standard work hours.
- Inspect work in progress in all weather conditions.
- Must successfully complete an extensive and thorough background investigation which may include Live Scan fingerprinting prior to hire.
- DMV printout prior to hire.
- Must file statements of economic interest with the Yuba County Clerk/Recorder.
- Will be required to perform disaster service activities pursuant to Government Code 3100-3109.

Education and Experience:

MINIMUM: Graduation from an accredited four year college or university with major course work in business administration, civil engineering, hydrology, public administration or a related field and seven years increasingly responsible experience in water resource engineering activities with at least two years in a supervisory or management capacity.

PREFERRED: In addition to the minimum, a Master's degree in business administration, civil engineering, hydrology, public administration or a related field and additional years of professional engineering supervisory or management experience in a public agency setting. Registration as a Professional Engineer in the State of California, Certified Floodplain Manager (CFM) and/or Project Management Professional Certification (PMP) is desirable.

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

CAD Approved: Robert B...

Date:

Signature:

SEDC: A
001 04/10

Human Resources Approval: Lisa Seaburg

Date:

Signature:



*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) 749-5424
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ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

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

PLANNING
749-5470 • Fax 749-5434

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

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director

Date: June 26, 2012

Subject: Repealing and Reenacting Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d), and 7.40.300(b) of Chapter 7.40, Marijuana Cultivation Ordinance

Recommendation:

Introduce and adopt the attached ordinance amending Chapter 7.40, Marijuana Cultivation Ordinance, clarifying certain subsections as they relate to marijuana cultivation and public nuisance.

Background/Discussion

The Board has been actively and publicly working to create a fair and reasonable marijuana cultivation ordinance to reduce conditions that create a public nuisance, beginning with a public workshop held by the Board on December 13, 2011. Subsequent to the December workshop, the Board has held numerous public meetings as well as Ad Hoc Committee meetings with stakeholders culminating in the current ordinance, Chapter 7.40, being introduced on April 17, 2012 and becoming effective on June 1, 2012.

As part of the Board's commitment to this topic, the Board requested the continuance of the Ad Hoc Committee to work through issues related to implementing Chapter 7.40. On June 6, 2012 the Ad Hoc Committee met with County staff to review correspondence the Board received subsequent to the adoption of Chapter 7.40. The result of the Committee meeting was to direct staff to prepare the attached ordinance amendments.

The amendments to Chapter 7.40 consist of repealing and reenacting certain subsections which include amending the definition of the "Defined Area of Cultivation" to recognize sloped and non-rectangular areas, clarifying that plants in "public view" means plants in "public view" as defined in Chapter 7.40, and providing an exception from public nuisance those parcels where primary caregivers or qualified patients cultivate on parcels where they are not residing so long as a portion of the cultivation is for the primary caregiver or qualified patient that occupies the parcel as their place of residence and no other violations of this Chapter exist.

Below are the tracked changes of the amendments to the text:

7.40.140 Definitions

- f. "Defined Area of Cultivation" means a single, ~~flat, horizontal~~ area of rectangular or circular shape ~~and with~~ visible boundaries, wherein all portions of cultivation, including all of the marijuana plant canopy, resides within and that vertically projects no higher than the fence or wall screening the cultivation from public view.

7.40.200 Conditions Creating Public Nuisance

- c. The cultivation of marijuana on a parcel by anyone other than a qualified patient or a primary caregiver ~~who occupies the parcel as their primary place of residence.~~
- d. Marijuana plants in public view as defined in Section 7.40.140 of this Chapter.

7.40.300 Exceptions

- b. The cultivation is conducted by one or more ~~a~~ qualified patients or primary caregivers and at least one of the plants being cultivated is for the qualified patient or primary caregiver who occupies the dwelling as their place of residence, and

Committee Action:

This item was prepared as a result of direction by the Marijuana Cultivation Ad Hoc Committee.

Fiscal Impact:

No changes from adoption of original ordinance.

Attachments:

Ordinance Repealing and Reenacting Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d), and 7.40.300(b) of Chapter 7.40

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND RE-ENACTING SUBSECTIONS 7.40.140(f),
7.40.200(c), 7.40.200(d), AND 7.40.300(b) OF CHAPTER 7.40, TITLE VII REGARDING
MARIJUANA CULTIVATION**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on day of _____, by the following vote:

AYES:

NOES:

ABSENT:

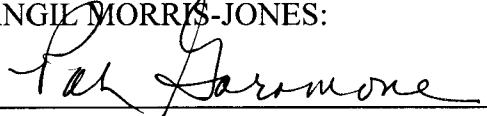
ABSTAIN:

Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: 

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF
CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d), and 7.40.300(b) of Chapter 7.40 of Title VII of the Yuba County Ordinance Code is hereby repealed and re-enacted to read as follows:

7.40.140 Definitions

- f. "Defined Area of Cultivation" means a single area of rectangular or circular shape with visible boundaries, wherein all portions of cultivation, including all of the marijuana plant canopy, resides within and that vertically projects no higher than the fence or wall screening the cultivation from public view.

7.40.200 Conditions Creating Public Nuisance

- c. The cultivation of marijuana on a parcel by anyone other than a qualified patient or a primary caregiver.
- d. Marijuana plants in public view as defined in Section 7.40.140 of this Chapter.

7.40.300 Exceptions

- b. The cultivation is conducted by one or more qualified patients or primary caregivers and at least one of the plants being cultivated is for the qualified patient or primary caregiver who occupies the dwelling as their place of residence, and

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



257-12

BUILDING

749-5440 • Fax 749-5616

CODE ENFORCEMENT
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ENVIRONMENTAL HEALTH • CUPA
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HOUSING & 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: Kevin Mallen, CDSA Director

Date: June 26, 2012

Subject: Repeal and Reenact Subsection 10.30.070(b)(ix) of Chapter 10.30, Floodplain Management Ordinance

Recommendation:

Adopt the attached ordinance repealing and reenacting Subsection 10.30.070(b)(ix) of Chapter 10.30, Floodplain Management.

Background/Discussion

The County's floodplain management activities were recently audited by the Insurance Services Office (ISO) to determine the County's Community Rating. The County's Community Rating determined by the ISO is used to determine flood insurance rates for all properties located in the unincorporated portions of the County and the better the rating the larger the discount to flood insurance policy holders.

Through the audit process it was discovered that a minor amendment to the County's Floodplain Management Ordinance would result in additional credit, which coupled with other areas the County is audited may result in an improved rating. The minor amendment is to Subsection 10.30.070(b)(ix) of the Ordinance, which deals with the non-conversion of the space below a residence. The amendment will change the threshold from five feet to four feet that triggers the non-conversion requirement and also makes clearer the prohibition of enclosures when the requirement is triggered.

Committee Action:

This item was presented directly to the Board due to the timeline to respond to the ISO.

Fiscal Impact:

None for the County, however potential reduction of flood insurance costs for private properties.

Attachments:

Ordinance Repealing and Reenacting Subsection 10.30.070(b)(ix)

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ORDINANCE NO. _____

**AN ORDINANCE AMENDING, BY REPEALING AND RE-ENACTING,
SUBSECTION 10.30.070(b) (ix) OF SECTION 10.30.070 OF CHAPTER 10.30, TITLE X
OF THE YUBA COUNTY ORDINANCE REGARDING FLOODPLAIN MANAGEMENT**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on day of _____, by the following vote:

AYES:

NOES:

ABSENT:

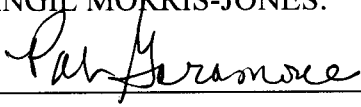
ABSTAIN:

Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: 

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF
CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Subsection 10.30.070(b) (ix) of Section 10.30. 070 of Chapter 10.30 of Title X of the Yuba County Ordinance Code is hereby repealed in its entirety and re-enacted as amended to read as follows:

ix. Non-conversion of Areas Below the Lowest Floor.

All areas below the BFE are prohibited from being enclosed, and to ensure that the areas below the BFE shall not be enclosed, the Floodplain Administrator shall:

1. Determine which applicants for new construction and/or substantial improvements have areas below the lowest floor that are 4 (four) feet or higher;
2. Enter into a "NON-ENCLOSURE AGREEMENT FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS" or equivalent with the County of Yuba. The agreement shall be recorded with the Yuba County Recorder as a deed restriction, and prohibit any building enclosures, including breakaway walls, below the BFE. The NON-ENCLOSURE agreement shall be in a form acceptable to the Floodplain Administrator and County Counsel; and
3. Have the authority to inspect any area of a structure below the base flood elevation to ensure compliance upon prior notice of at least 72 hours.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

MEMORANDUM

TO: YUBA COUNTY BOARD OF SUPERVISORS
FROM: WHEATLAND FIRE AUTHORITY
SUBJECT: FIRE DEPARTMENT – DEVELOPMENT IMPACT FEE STUDY
DATE: 6/7/2012

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

Recommendation:

Hold a Public Hearing to consider approval of the Wheatland Fire Authority – Development Impact Fee Study and direct the Clerk of the Board to notify the Wheatland Fire Authority of the Board's approval and as well provide the adopted County Resolution to the County Community Services and Development Agency.

Discussion/Justification:

Effective May 10, 2012 the Board of the Wheatland Fire Authority approved the Development Impact Fee Study – Fire Facilities prepared by Capitol Public Finance Group LLC.

The Wheatland Fire Authority has no independent authority to increase or establish development fees for fire mitigation. The adoption of development fees for fire mitigation must be done by Resolution of the Board of Supervisors, pursuant to procedures outlined in Government Code section 66000 et seq.

Government Code section 60000 et seq. requires review and consideration of the Developmental Impact Study and proposed development fees and fee structure for fire mitigation be carried out under procedures which guarantee to officers, employees, members and consultants of the District and to residents of the County of Yuba adequate notice and a fair opportunity to present their views.

Following the Public hearing, it is recommended that the Board of Supervisors approve the development fees for fire mitigation proposed by the Wheatland Fire Authority.

Fiscal Impact: None

DEVELOPMENT IMPACT FEE STUDY

APPENDIX A: RESOLUTION RECOMMENDING THE ADOPTION OF THE STUDY

RESOLUTION NO. 2012-02 OF THE WHEATLAND FIRE AUTHORITY

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AUTHORITY RECOMMENDING TO THE WHEATLAND CITY COUNCIL AND YUBA COUNTY BOARD OF SUPERVISORS THE ADOPTION OF THE DEVELOPMENT IMPACT FEE STUDY AND INCREASING THE DEVELOPMENT IMPACT FEES FOR ALL DEVELOPMENT WITHIN THEIR RESPECTIVE JURISDICTIONS AND THE BOUNDARIES OF THE AUTHORITY

WHEREAS, pursuant to Government Code section 66001 the Authority, through the City of Wheatland and County of Yuba, may levy a fee on all new residential, commercial, and industrial development within the Authority boundaries, to fund the capital equipment and facilities construction needs of the Authority;

WHEREAS, the City of Wheatland and County of Yuba hold the police power to enact an increase in the development impact fees on behalf of the Authority;

WHEREAS, the Authority has a plan which states an overall vision for the construction and equipping of stations in order to meet the demands of the citizens within the Authority;

WHEREAS, the Authority has performed a study to assess the impact on the Authority's facilities from residential, commercial, and industrial development in both suburban and rural areas of the Authority and established a nexus between such development and the need for funding to construct facilities;

WHEREAS, the impact fees collected shall be used to finance the public facilities described or identified in the *Authority Development Impact Fee Study* or other public facility master plans as may from time to time be adopted by the Governing Board of the Authority;

WHEREAS, after considering the specific project descriptions and cost estimates identified in the *Authority Development Impact Fee Study*, the Governing Board approves such project descriptions and cost estimates, and finds them reasonable as the basis for calculating and imposing certain impact fees.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Authority that:

Section 1. The *Authority Development Impact Fee Study* is hereby adopted by the Authority.

Section 2. The Board of the Authority recommends to the Wheatland City Council and Yuba County Board of Supervisors the adoption and implementation of an increase in the Fire Mitigation Fee on behalf of the Authority as set forth in the *Authority Development Impact Fee Study* under the police powers granted to the City and County in order to support public services.



DEVELOPMENT IMPACT FEE STUDY

Section 3. The fee shall be solely used (1) for the purposes described in the *Authority Development Impact Fee Study*, or (2) for reimbursing the Authority for the development's fair share of those capital improvements already constructed by the Authority.

Section 4. Annually, as part of the budget process, the Fire Chief shall review the estimated cost of the described capital improvements, the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which the fee is charged.

Section 5. The development impact fees, including any increases for inflation as authorized by the State, shall be collected prior to the issuance of a building permit on each eligible unit, based on the habitable and enclosed square footage of the building.


PASSED AND ADOPTED by the Board of Directors of the Wheatland Fire Authority at the regular meeting held on the 10th day of May, 2012 by the following vote:

AYES: Garcia, McIntosh, Pendergraph

NOES:

ABSENT: Bradshaw

ABSTAIN:


Chairperson

ATTEST:


Vice Chairperson



BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA

RESOLUTION NO. _____

IN RE:
(RESOLUTION ADOPTING THE)
(DEVELOPMENT IMPACT FEES FOR)
(WHEATLAND FIRE AUTHORITY)

WHEREAS, the County of Yuba, pursuant to Yuba County Ordinance Code section 10.35.040, has provided that fees for each fire protection district may be established by resolution based upon a fee study conducted pursuant to the provisions of Government Code section 66000 et seq; and

WHEREAS, the Wheatland Fire Authority has undertaken and adopted a Development Impact Fee Study, pursuant to the provisions of Government Code section 66000 et seq. The study supports the adoption of increased development impact fees for fire facilities; and

WHEREAS, the Board of Supervisors has considered the study entitled "DEVELOPMENT IMPACT FEE STUDY – FIRE FACILITIES FOR THE WHEATLAND FIRE AUTHORITY" as prepared by Capitol Public Finance Group, LLC dated May 2012; and

WHEREAS, a fire protection district has no independent authority to establish development fees, the implementation of the proposed fee increases must be done by resolution of the Board of Supervisors, pursuant to procedures outlined in Government Code section 66000 et seq; and

WHEREAS, the Board of Supervisors has, prior to adopting the fee increases, held at least one public meeting at which oral and written presentations were permitted; and

WHEREAS, the Board of Supervisors held a Public Hearing prior to the adoption of this resolution; and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba:

Section 1 Purpose and Findings

- A. Purpose: In order to implement the goals and objectives of the Wheatland Fire Authority and comply with the requirements of the Mitigation Fee Act (Government Code section 66000 et seq.), the Wheatland Fire Authority has caused to be prepared the Development Impact Fee Study - Fire Facilities, a copy of which has been adopted by the Wheatland Fire Authority and is on file with the Clerk of the Board of Supervisors. The study sets forth the future fire station facilities and capital equipment needed to meet the needs created by new development as projected and approved by the County of Yuba. The Board of Supervisors does hereby accept the Study and in doing so, determines that the proposed development impact fees are needed to be imposed on persons obtaining building permits for new structures or intensification of the use of existing structures within the boundaries of the Wheatland Fire Authority, in order to finance these public facilities and equipment and pay for the new developments' fair share of the acquisition /construction cost of these improvements.

Findings: The Board of Supervisors finds and determines:

1. The facilities and equipment set forth in the Development Impact Fee Study - Fire Facilities are representative of facilities and equipment needed to serve new development within the boundaries of the Wheatland Fire Authority. All planned facilities will be located within the boundaries of the Wheatland Fire Authority.
2. The Development Impact Fee Study - Fire Facilities and related information, including the basis upon which the fees were calculated, have been available to the public at the office of the Clerk of the Board of Supervisors for a minimum of 14 days.
3. In establishing the fees described in the following Sections, the Board of Supervisors has found that the fees are consistent with the needs of the anticipated growth in the Wheatland Fire Authority, and pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the housing needs of the County.

4. The Development Impact Fee Study - Fire Facilities addresses the required determinations, specifically:
 - a. The study identifies the purpose of the fee;
 - b. The study identifies how the fee is to be used;
 - c. The study demonstrates a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
 - d. The study identifies that a reasonable relationship exists between the need for the public facilities and the type of development project on which the fee is imposed.
 - e. The study establishes a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

These determinations are incorporated by reference into this resolution.

Section 2: Levy of fees

- A. The development fee, known as the Fire Mitigation Fee, is hereby established on the issuance of all building permits for development within the boundaries of the Wheatland Fire Authority, for the purpose of paying for new fire station facilities and capital equipment needed to serve new development within the boundaries of the Wheatland Fire Authority. The revenues raised from Fire Mitigation Fees shall be held, maintained, used and accounted for by the County as required in section 66013 of the Government Code. The amounts of the fees shall be as set forth as follows:

Construction Type	Mitigation Fee for Units Without Sprinklers	Mitigation Fee for Units With Sprinklers
Residential, Single and Multi-Family, and Commercial (Light Load)	\$1.03 per square foot	\$1.03 per square foot
Commercial and Industrial (Moderate Load)	\$2.06 per square foot	\$1.03 per square foot
Commercial and Industrial (Heavy Load)	\$3.09 per square foot	\$1.55 per square foot

Section 3: Collection of Fees

The fees shall be collected at the time of the building permit issuance. The rate of the fee shall be the rate in effect on the date of payment.

Section 4: Effective Date

Any fee imposed by this resolution on a residential and/or commercial development shall not take effect until (sixty) days after the date of adoption by the Board of Supervisors.

Section 5: Annual Adjustment

The Fire Mitigation Fees should be adjusted annually for inflation in the cost of projects to be funded by the fee.

Section 6: Severability

If any provision, clause, sentence or paragraph of this Resolution or the imposition of any fee authorized by this Resolution in its application to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provisions or application or application of fees. To this end, the provisions of the Resolution are declared to be severable.

Section 7: Adoption

The foregoing Resolution was adopted at the regular meeting of the Board of Supervisors this 26th day of June, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

CHAIR

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Angil Morris-Jones
County Counsel

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
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749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

PARKS AND RECREATION
749-5430 • Fax 749-5434

DATE: June 26, 2012

TO: Board of Supervisors

FROM: Sean Powers, Finance and Administration Manager
Debra J. Phillips, Housing and Community Services Manager

SUBJECT: Hold a Public Hearing to Receive Public Comments on the Use of
Neighborhood Stabilization Program (NSP) Program Income

Recommendation:

It is recommended that the Yuba County Board of Supervisors hold a public hearing to allow the public a forum to receive public comments on the use of Neighborhood Stabilization Program (NSP) Program Income.

Background:

The County of Yuba has applied for and received a grant for NSP 1 in the amount of \$1,709,395 and a grant for NSP 3 in the amount of \$4,265,711 for the following activities: Housing Acquisition, Housing Rehabilitation, Sale: Single Family Homes, and General Administration. The activities are to be performed within the following areas: Marysville, Linda, Olivehurst and Plumas Lake. Program Income in the amount of up to \$4,000,000 from NSP1 and up to \$7,000,000 from NSP3 will be reallocated back to the Neighborhood Stabilization Program for the continuation of the acquisition rehabilitation program to be performed within the same communities.

Discussion:

HCD requires jurisdictions to adequately allow for public participation and comments regarding such programs. Holding a public hearing is part of this mandatory process.

Djp

H:\COMMON\NEIGHBORHOOD STABILIZATION PROGRAM\PUBLIC HEARING BOS- PROGRAM INCOME.DOC



Community Services Commission



Housing Authority

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

**APPROVE USE OF PROGRAM INCOME)
FROM THE STATE OF CALIFORNIA)
NEIGHBORHOOD STABILIZATION)
PROGRAM (NSP1 AND NSP3))**

WHEREAS, the County Board of Supervisors has previously approved and been awarded State of California NSP1 and NSP3 funds in the amount of \$1,709,395.00 and \$4,265,711, respectively, for the following activities: Housing Acquisition, Housing Rehabilitation, Financing Mechanisms, Sale: Single Family Homes and General Administration; and the activities are to be performed within the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

WHEREAS, Program Income in the amount of up to \$4,000,000 from NSP1 and up to \$7,000,000 from NSP3 will be reallocated back to the NSP Program for the continuation of the acquisition rehabilitation program to be performed within the same communities.

NOW, THEREFORE BE IT RESOLVED by the County Board of Supervisors of the County of Yuba as follows:

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba held on June 26, 2012 by the following vote:

AYES:

NOES:

ABSENT:

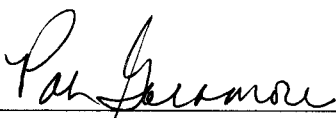
ABSTAIN:

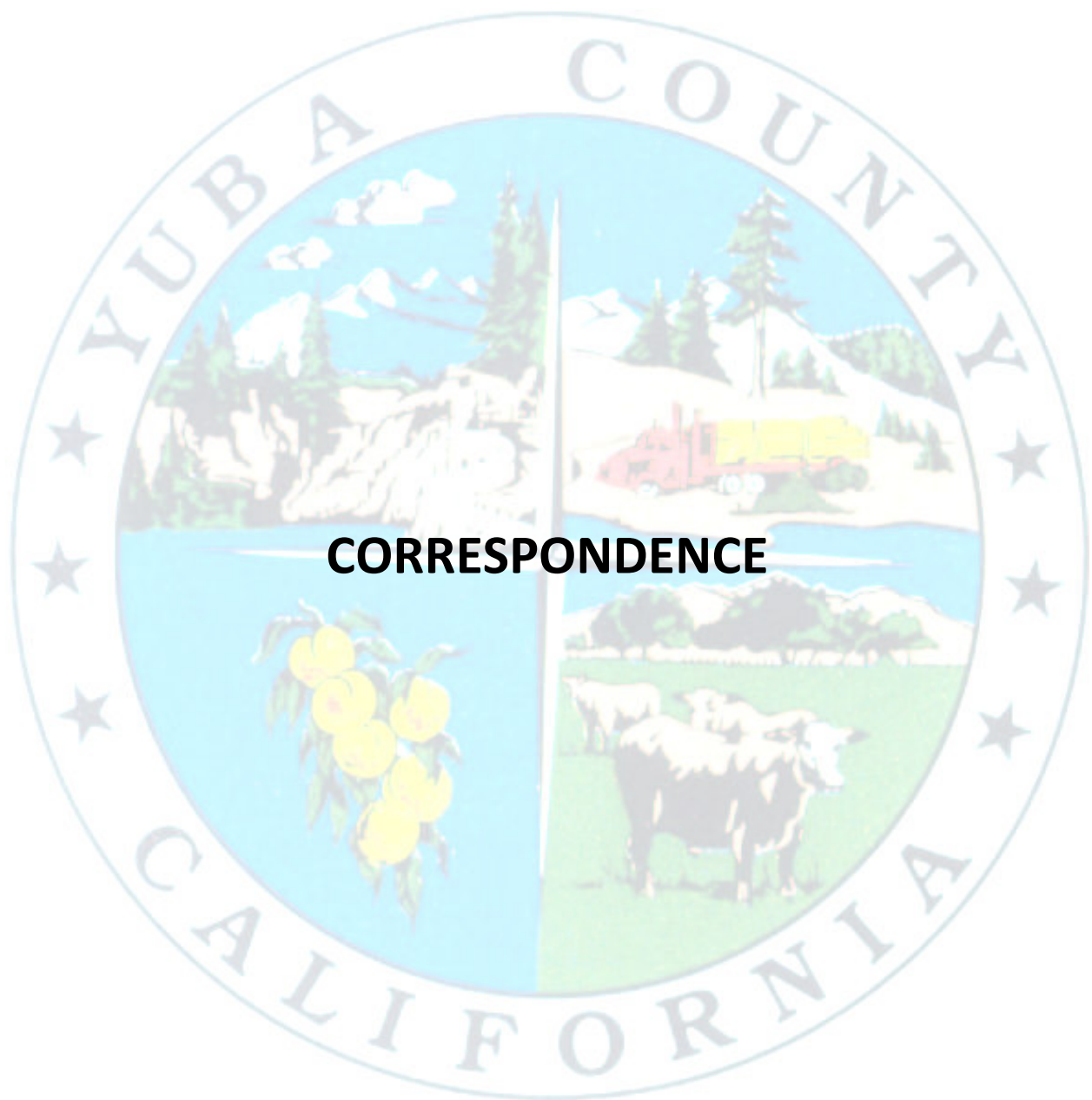
Hal Stocker, Chairman
Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By: _____

By: _____
Angil Morris-Jones, County Counsel

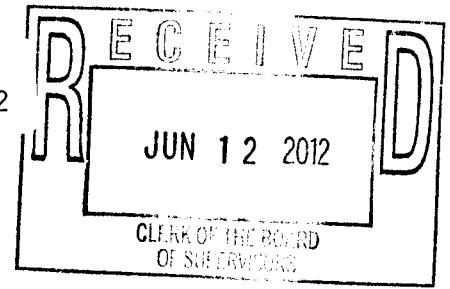




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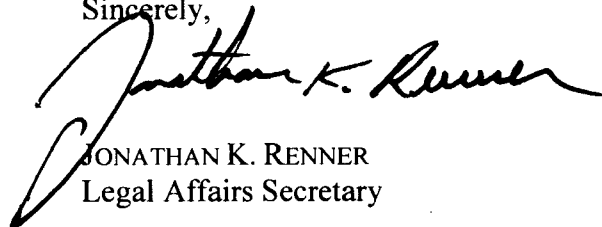
OFFICE OF THE GOVERNOR

June 7, 2012

To the California County Boards of Supervisors:

Consistent with the requirement in Elections Code section 12000, enclosed please find a copy of the proclamation calling the General Election on Tuesday, November 6, 2012.


Sincerely,



JONATHAN K. RENNER
Legal Affairs Secretary

Enclosure

BOS CORRESPONDENCE A


DEBRA BOWEN
Secretary of State

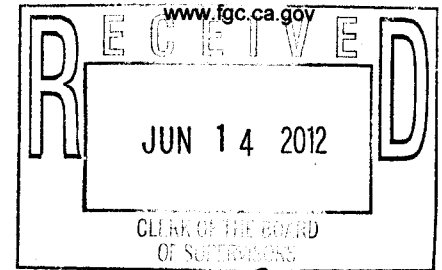
Commissioners
Daniel W. Richards, President
Upland
Michael Sutton, Vice President
Monterey
Jim Kellogg, Member
Discovery Bay
Richard Rogers, Member
Santa Barbara
Jack Baylis, Member
Los Angeles

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax



June 13, 2012

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 300, Title 14, California Code of Regulations, relating to upland game hunting, which will be published in the California Regulatory Notice Register on June 15, 2012.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Dr. Eric Loft, Chief, Wildlife Branch, Department of Fish and Game, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,


Sheri Tiemann
Staff Services Analyst

Attachment

6-14-12: CC Yuba County Fish and Game Advisory Commission/rf

BOS CORRESPONDENCE B

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**TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations**

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 203 and 355 of the Fish and Game Code and to implement, interpret or make specific sections 200, 202, 203, 203.1, 215, 220, 355 and 356 of said Code, proposes to amend Section 300, Title 14, California Code of Regulations, relating to Upland Game Birds.

Informative Digest/Policy Statement Overview

Current regulations (Section 300(a), Title 14, CCR) provide general hunting seasons for taking resident game birds. The Department is recommending 3 regulation changes, including: 1) A range of permit numbers for the 2012 sage-grouse hunting season, 2) A junior hunting season for quail on the Mojave National Preserve, and 3) an increase in fall season length and season limit for wild turkey.

Current regulations under subsection 300(a)(1)(D)4. provide a number of permits for the general sage-grouse season in each of 4 zones. These specific numbers are replaced by a range of numbers for the 2012 season as listed below. The final number will be proposed in June after spring lek counts are completed and annual data are analyzed.

Permit ranges for sage-grouse hunting in 2012:

East Lassen: 0-50 (two-bird) permits
Central Lassen: 0-50 (two-bird) permits
North Mono: 0-100 (one-bird) permits
South Mono: 0-100 (one-bird) permits

Current regulations of subsection 300(a)(1)(B) provide for general quail season in Zone Q3 opening the third Saturday in October and extending through the last Sunday in January. This proposal would establish a junior hunting season for quail in the Mojave National Preserve, San Bernardino County, beginning the first Saturday in October and extending for two days, under subsection 300(a)(1)(B)1.d. The hunt is recommended only for the Mojave National Preserve at this time because there is already an organized effort for a quail hunt, while additional junior quail hunts are evaluated for other areas of the state.

Current regulations of subsection 300(a) provide for a fall wild turkey hunting season beginning the second Saturday in November, extending for 16 days, with a season limit of one either-sex bird. Increases in turkey populations and related problems with their overabundance in some areas, suggest that the current fall season is overly restrictive. This proposal would increase the wild turkey fall season length from 16 to 30 days for the general season (300(a)(1)(G)1.a.), archery season (300(a)(2)(G)1.a.), and falconry season (300(a)(3)(G)1.a.), and increase the season limit to 2 turkeys of either sex for the general season (subsection 300(a)(1)(G)(2)), archery season (300(a)(2)(G)2.), and falconry season (300(a)(3)(G)2.). Because fall hunting could have an impact to turkey populations on some public lands, an alternative is also presented to increase the season length, thereby providing hunters more time to harvest a bird, but maintain the current season limit of one bird.

Additionally, two alternatives were considered for potential changes to pheasant regulations: 1) restore the 30 day archery only season by adding 15 days to the end of the season; and,

2) restore the 30 day archery only season by reducing the general season by 14 days. Existing regulations provide for a 44-day general pheasant season (300(a)(1)(A)1. and 60-day archery pheasant season (300(a)(2)(A)1. The California Bowmen Hunters (CBH) have requested a 30-day archery-only season for pheasants after the end of the general season. The general pheasant season was increased from 30 days to 44 days in the early 2000s. However, the 60 day archery season was not changed at the same time. The net result was a decrease from 30 days to 15 days of archery-only hunting. Because of significant declines in pheasant populations and harvest, the Department is not recommending any modifications in the pheasant season length at this time. Further evaluation of pheasant populations and habitat conditions is needed before making recommendations to modify the season.

The benefits of the proposed changes are to maintain or increase upland game populations and to ensure their continued existence.

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate upland game hunting regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all options relevant to this action at a hearing to be held in the Mountainside Conference Center, 1 Minaret Road, Mammoth Lakes, California, on Wednesday, June 20, 2012, at 10:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, on all actions relevant to this action at a hearing to be held in the Crowne Plaza Ventura Beach, Santa Rosa Room, 450 Harbor Boulevard, Ventura, California, on Wednesday, August 8, 2012 at 10:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before August 1, 2012, at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. **Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on August 3, 2012. All comments must be received no later than August 8, 2012, at the hearing in Ventura, CA.** If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sheri Tiemann at the preceding address or phone number. **Dr. Eric Loft, Chief, Wildlife Programs Branch, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

There are no economic or business impacts foreseen or associated with the proposed regulation change.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The proposed upland game regulations will have positive impacts to jobs and/or businesses that provide services to hunters in 2012-2013. The best available information is presented in the 2006 National Survey of Fishing, Hunting, and Wildlife associated recreation for California, produced by the U.S. Fish and Wildlife Service (USFWS) and National Census Bureau, which is the most recent survey completed. The report estimates that hunters spent about \$659,366,000 on hunting trip-related and equipment expenditures in California in 2006. Most businesses will benefit from these regulations, and those that may be impacted are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to maintain or increase upland game populations, and subsequently, the long-term viability of these same small businesses.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide additional recreational opportunity to the public.

The Commission does not anticipate any non-monetary benefits to worker safety.

The Commission anticipates benefits to the environment by the sustainable management of California's upland game resources.

(c) Cost Impacts on a Representative Private Person or Business:

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:
None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on Any Local Agency or School District that is required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business.

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to the affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: June 5, 2012

Sonke Mastrup
Executive Director



Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



261-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Health and Human Services Committee
Yuba County Board of Supervisors

FROM: Suzanne Nobles, Director
Health & Human Services Department

DATE: June 26, 2012

SUBJECT: Resolution Authorizing the Health and Human Services Department to Enter Into Agreement with the State of California, Department of Aging, for the Multipurpose Senior Services Program (MSSP) Grant Funds and Approve Standard Agreement for Funds.

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing the Health and Human Services Department to enter into agreement with the California Department of Aging for the MSSP grant for the period of July 1, 2012 through June 30, 2013, and further, authorizing the Chair to execute documents as required by this grant and to accept funds; as well as approval of the accompanying Standard Agreement with the California Department of Aging for this Grant.

BACKGROUND: Since July 2001, Yuba County has entered into agreement with the California Department of Aging for the MSSP grant. The objective of MSSP is to provide services to eligible frail and elderly Yuba County clients in order to avoid or delay institutional placement of these clients in a nursing facility. This is a renewal of the MSSP grant for Fiscal Year 2012/2013.

DISCUSSION: Approval of this Resolution and the Standard Agreement with the California Department of Aging will allow the Health and Human Services Department to receive \$222,820.00 in funds to continue to provide services during the upcoming year that will allow eligible frail and elderly clients to remain in their homes.

FISCAL IMPACT: Approval of this Resolution and its accompanying Standard Agreement for the MSSP Grant will not impact County Funds. The costs of the services provided under the MSSP Grant are reimbursed by Medi-Cal.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

AUTHORIZE YUBA COUNTY HEALTH AND HUMAN)
SERVICES DEPARTMENT TO ENTER INTO)
AGREEMENT WITH THE STATE OF CALIFORNIA)
FOR MULTIPURPOSE SENIOR SERVICES FUNDS)
FOR THE TERM OF JULY 1, 2012 THROUGH)
JUNE 30, 2013 AND AUTHORIZE THE CHAIR)
TO EXECUTE DOCUMENTS AS REQUIRED)
BY THE AGREEMENT AND ANY PERTINENT)
DOCUMENTS RELATED TO THIS PROGRAM)
AND TO AUTHORIZE THE ACCEPTANCE OF)
FUNDS)

Resolution No. _____

WHEREAS, the State of California has made grant funds available for the purposes of avoiding inappropriate placement of frail older persons in nursing facilities and fostering their independent living in their own communities; and

WHEREAS, it is in the best interest of the residents of the County of Yuba to enable the frail older persons to maintain independent living.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: Submission of a Standard Agreement (Agreement Number MS-1213-36) to the California Department of Aging for the Multipurpose Senior Services Program grant is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, as follows: That the Chair is hereby authorized to accept \$222,820.00

(Two Hundred Twenty-Two Thousand, Eight Hundred Twenty Dollars) for the period of July 1, 2012 through June 30, 2013; to execute, upon review and approval of County Counsel, documents as required by the grant contract for the stated period; to authorize and execute the transfer and allocation of funds for the stated period; and further the Chair is granted permission to amend contracts for additional or lesser funding, and to execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

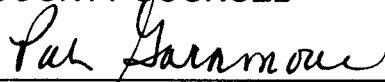
County of Yuba

By: _____, Chair

ATTEST: DONNA STOTTLEMEYER,
Clerk of the Board of Supervisors

By: _____

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



CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME: Yuba County Health and Human Services	CONTRACT NUMBER: MS-1213-36
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING:
<p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none">• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.• all access codes which allow access to confidential information will be properly safeguarded.• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.• CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Yuba County Health and Human Services Department		94-6000549
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> Yuba	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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

RV-Date: Mar 1, 2001

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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AGREEMENT NUMBER

MS-1213-36

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

2. The term of this Agreement is: July 1, 2012 Through June 30, 2013
3. The maximum amount of this Agreement is: **\$ 222,820.00**
Two hundred twenty-two thousand eight hundred twenty and 00/100
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 10 page(s)

Exhibit B – Budget Detail and Payment Provisions 7 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)



Exhibit - D* Special Terms and Conditions

Exhibit E – Zipcodes

AGING-MS-412

1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.dls.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 2320 MARYSVILLE CA 95901

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
Services Use Only

☐ Exempt per:

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES
COUNTY COUNSEL

AGREEMENT NUMBER

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☐ Exempt per:

APPROVED AS TO FORM

**ANGIL P. MORRIS-JONES
COUNTY COUNSEL**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), Exhibits A, B, C, D, E and any subsequent amendments, unless otherwise provided in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following order of precedence shall apply:
 - 1. Standard Agreement (STD 213), etc., and any amendments thereto;
 - 2. Scope of Work, Exhibit A
 - 3. Special terms and conditions Exhibit D
 - 4. General terms and conditions, Exhibit C
 - 5. Exhibits B, E
 - 6. All other documents incorporated herein by reference.
- C. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
- D. "Health Services" and "DHCS" mean the Department of Health Care Services.
- E. "Contractor" means the governmental, or nonprofit entity to which funds are given under this Agreement and which is accountable to DHCS or CDA, or both, and/or federal government for use of these funds.
- F. "Subcontractor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement.
- G. "Vendor" means the entity hired by the Contractor to provide Waiver Services.
- H. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- I. In the event of conflict between the provisions set forth in this Agreement as defined in Paragraph A, and any Program Memo or other correspondence, the provisions in this Agreement shall prevail.
- J. "Reimbursable item" also means "allowable cost" and "compensable item."
- K. "Manual" means the Multipurpose Senior Services Program (MSSP) Site Manual, dated July 1, 1992, and all subsequent amendments and revisions.
- L. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W&I Code" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means Public Contract Code.
- M. "HIPAA" means Health Insurance Portability and Accountability Act.
- N. "Client" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program."

AGREEMENT NUMBER

MS-1213-36

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

2. The term of this Agreement is: July 1, 2012 Through June 30, 2013
3. The maximum amount of this Agreement is: **\$ 222,820.00**
Two hundred twenty-two thousand eight hundred twenty and 00/100
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 10 page(s)

Exhibit B – Budget Detail and Payment Provisions 7 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)



Exhibit - D* Special Terms and Conditions

Exhibit E – Zipcodes

AGING-MS-412

1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 2320 MARYSVILLE CA 95901

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

**California Department of General
Services Use Only**

☐ Exempt per:

APPROVED AS TO FORM

**ANGIL P. MORRIS-JONES
COUNTY COUNSEL**

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement Number MS-1213-36 in accordance with this Agreement. The number of client months under this Agreement is 780.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Name: Mary Sibbett	Name: Erma Thurman, Fiscal Supervisor
Phone (916) 419-7551	Phone: (530) 749-6371
Fax: (916) 928-2508	Fax: (530) 749-6244

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Section/Unit: Business Services and Contracts	Section/Unit:
Attention: Don Fingado	Attention: Erma Thurman
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: P.O. Box 2320 Marysville CA 95901
Phone: (916) 419-7157	Phone: (530) 749-6471
Fax: (916) 928-2500	Fax: (530) 749-6244

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The MSSP is a Medi-Cal waiver program authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the Multipurpose Senior Services Program (MSSP) are to:

1. Avoid the premature placement of frail older persons in nursing facilities
2. Foster independent living in their communities

CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP client population in the catchment area identified in Exhibit E of this Agreement. Individuals eligible for MSSP must be age 65 or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code for MSSP as described in the Multipurpose Senior Services Program Medi-Cal Aid Codes, Exhibit D, of this Agreement; be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's fiscal intermediary, Affiliated Computer Services, Inc. (ACS).

ARTICLE III. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing client applications, determining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each client's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to their assigned CDA analyst a copy of the organization chart within 30 days of the execution of this Agreement.
2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

- a. Adult Day Support Center (ADSC) and Adult Day Care (ADC)
- b. Housing Assistance
- c. Supplemental Personal Care Services
- d. Care Management
- e. Respite Care
- f. Transportation
- g. Meal Services
- h. Protective Services
- i. Special Communications

D. Case Files

The Contractor shall maintain an up-to-date, centralized, and secured case file record for each client, consisting, at a minimum, of the following, using forms prescribed by CDA:

- 1. Application Form
- 2. MSSP Authorization for Use and Disclosure of Protected Health Information Form
- 3. Client Enrollment/Termination Information Form
- 4. Certification/Recertification Form (LOC)
- 5. Initial health and psychosocial assessments and reassessments and most recent reassessment
- 6. Summaries, Care Plan, and Service Planning and Utilization Summary (SPUS)
- 7. Client progress notes and other client-related information (e.g., correspondence, medical/psychological/social records)
- 8. Denial or discontinuance letters (Notice of Action)
- 9. Termination Forms
- 10. Fair Hearing documentation

E. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

2. "Unduplicated client count" is defined as the total number of clients served for the fiscal year at the close of business on the last day of the fiscal year. A client is only counted once, even if the client terminates and re-enrolls during the fiscal year

G. Bilingual and Linguistic Program Services

1. Needs Assessment

- a. The Contractor shall compile a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals (22 CCR 98310, 98314).

The group-needs assessment shall take into account the following four factors:

- (1) Number or proportion of limited English-speaking persons (LEP) eligible to be served or encountered by the program
- (2) Frequency with which LEPs come in contact with the program
- (3) Nature and importance of the services provided
- (4) Local or frequently used resources available to the Contractor

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Government Code Section 11135, et seq., and Sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - (1) Methodologies used
 - (2) The linguistic and cultural needs of non-English or LEP groups
 - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310)
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

3. Compliance Monitoring

- a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (22 CCR 98310)
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (22 CCR 98310)
- c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)

4. Notice to Eligible Beneficiaries of Contracted Services

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 et seq. (22 CCR 98326)
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (22 CCR 98211, 98310, 98340)

H. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of clients they are charged to serve during medical or natural disasters: a pandemic; earthquake; fire; flood; or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients in the event of natural disasters or other public emergencies.

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

4. "Catchment Area", defining the region to be served under this Agreement, is attached hereto as part of Exhibit E and is incorporated by reference.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontractor/vendor agreements.
6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief within 35 days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment, the Contractor shall prepare and submit electronic claims through DHCS' fiscal intermediary, Affiliated Computer Services, Inc. (ACS), as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
 - 1. The Contractor shall submit claims to ACS based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code
 - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices
- C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Advance Payments

CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 and Section 11019 of the Government Code for private nonprofit entities, subject to the following conditions:

- 1. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total Contract amount. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and this Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA
- 2. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, DHCS or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request
- 3. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

ARTICLE II. FUNDS (Continued)

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure when DHCS or CDA determine: costs are not in compliance with this Agreement; are unrelated or inappropriate to contract activities; inadequate supporting documentation is presented; prior approval was required but was either not requested or not granted.
 4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
 5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
1. The Contractor or subcontractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 92.22(l)] for administrative expenses.
 2. Non-profits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
 - a. The recipients receive less than \$120,000 in federal awards per year.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

- E. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contact. Indirect costs shall not exceed 15 percent of direct salaries plus benefits.
- F. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the amount is greater than 5 percent. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. The contractor must obtain prior written approval from CDA to transfer funds out of the waiver service category.
- H. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

- 1. Termination or suspension of this Agreement
- 2. A finding by the State that the Contractor:
 - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement or
 - b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement or
 - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements or
 - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business
- 3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor

Legal Site Name	Yuba County Health and Human Services Department		Site Number	36	Date Submitted to CDA-MSSP	12-Mar-12
Fiscal Year 2012-2013 ([29]+[62]+[63])						
Line #	A. Care Management					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	SWCM	Serrano	\$63,436	0.000%	0.770	\$48,846
2	PHN	Sasek	\$59,355	0.000%	0.500	\$29,678
3			\$0	0.000%	1.000	\$0
4			\$0	0.000%	1.000	\$0
5			\$0	0.000%	1.000	\$0
6			\$0	0.000%	1.000	\$0
24			\$0	0.000%	1.000	\$0
25			\$0	0.000%	1.000	\$0
26	Subtotal Care Management Salaries					\$78,523
27	Care Management Benefits					\$26,928
28						
29	Total Care Management			% Budget	47%	\$105,451
B. Care Management Support/Administration						
Line #	Salaries					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Site Administrator	Baker	\$107,736	0.000%	0.050	\$5,387
31	SCM	McCleary	\$73,264	0.000%	0.150	\$10,990
32	Clerical Support	Goss	\$42,954	0.000%	0.150	\$6,443
33			\$0	0.000%	1.000	\$0
34			\$0	0.000%	1.000	\$0
35			\$0	0.000%	1.000	\$0
36			\$0	0.000%	1.000	\$0
37			\$0	0.000%	1.000	\$0
38			\$0	0.000%	1.000	\$0
39			\$0	0.000%	1.000	\$0
40			\$0	0.000%	1.000	\$0
41			\$0	0.000%	1.000	\$0
42	Subtotal CMS/Administration Salaries					\$22,820
43	CMS/Administration Benefits					\$6,474
44						
45	Total CMS/Administration Salaries					\$29,294
Operating Costs						
46	Communications, Postage, Reprographics					\$1,294
47	Consultation, Professional Services					\$507
48	Equipment Cost equal to or greater than \$500 per Unit					\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$3,917
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities		\$14,085
		\$2.02	540.00	\$1,012.00		
51	Insurance					\$999
52	Library Purchases, Membership Dues, Subscriptions					\$600
53	Recruitment Costs					\$0
54	Temporary Help					\$0
55	Training without Associated Travel Costs					\$200
56	Travel					\$150
57	Indirect Costs (Indirect Costs/Base) - 15% maximum					8% \$10,619
58	Base = Salaries & Benefits ([29]+[45])					\$134,745
59						\$0
60						\$0
61	Total CMS/Administration Operating Costs					\$32,370
62	Total CMS/Admin ([45]+[61])			% Budget	28%	\$61,664
C. Waived Services						
63	Total Waived Services			% Budget	25%	\$55,705
D. Total Budget Amounts						
64	Fiscal Year 2012-2013 ([29]+[62]+[63])					\$222,820

By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.

Full Name	Title	Date	Check box to indicate agreement with information provided in report.
Shirley Baker	Site Director	March 12, 2012	<input checked="" type="checkbox"/>

For CDA Use Only	Approved by:	
	<i>Shirley Baker</i>	<i>4/16/12</i>

Exhibit E
Catchment Area
Zip Codes

Yuba County Health and Human Services Department

<u>City</u>	<u>Zip Code</u>
Wheatland	95692
Marysville	95901
Beale AF Base	95903
Browns Valley	95918
Brownsville	95919
Camptonville	95922
Challenge	95925
Woodleaf	95925
Clipper Mills	95930
Dobbins	95935
Forbestown	95941
Olivehurst	95961
Oregon House	95962
Rackerby	95972
Smartville	95977
Strawberry Valley	95981

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

- O. "ACS" means Affiliated Computer Services, Inc., the Medi-Cal fiscal intermediary.
- P. "OMB" means federal Office of Management and Budget.
- Q. Multipurpose Senior Services Program Medi-Cal Qualified.

AID PROGRAM DEFINITION
CODE

1. CASH GRANT

- | | | |
|----|----------|---|
| 10 | AGED | SSI/SSP Aid to the Aged – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons age 65 or older. |
| 20 | BLIND | SSI/SSP Aid to the Blind – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy blind persons of any age. |
| 60 | DISABLED | SSI/SSP Aid to the Disabled – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons who meet the federal definition of disability. |

2. PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS

- | | | |
|-------|-------|---|
| ***16 | AGED | Aid to the Aged-Pickle Eligibles – Persons age 65 or older who were eligible for and receiving SSI/SSP and Title II Benefits concurrently in any month since April, 1977, and were subsequently discontinued from SSI/SSP but would be eligible to receive SSI/SSP if their Title II cost-of-living increases were disregarded. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with the provisions of the <u>Lynch v. Rank</u> lawsuit. |
| ***26 | BLIND | Aid to the Blind-Pickle Eligibles – Persons who meet the federal criteria for blindness and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See aid code 16 for definition of Pickle Eligibles. |

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

***66 DISABLED Aid to the Disabled-Pickle Eligibles –
Persons who meet the federal definition of disability
and are covered by the provision of the Lynch v. Rank
lawsuit. See aid code 16 for definition of Pickle
Eligibles.

**NOTE: This also includes persons who were discontinued from cash grant
status due to the 20 percent Social Security increase under Public Law 32-336.
These persons are eligible for Medi-Cal benefits as public assistance recipients
in accordance with CCR, Title 22, Section 50247.

3. MEDICALLY NEEDY, NO SHARE OF COST

AID PROGRAM DEFINITION
CODE

14	AGED-MN	Aid to the Aged-Medically Needy – Persons age 65 or older who do not wish or are not eligible for a cash grant but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
24	BLIND-MN	Aid to the Blind-Medically Needy – Persons who meet the federal definition of disability and do not wish or are not eligible for a cash grant, but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
64	DISABLED- MN	Aid to the Disabled-Medically Needy – Persons who meet the federal definition of disability and do not wish or are not eligible for a cash grant, but are eligible for Medi-Cal only. No Share of cost required of the beneficiaries.

4. MEDICALLY NEEDY, SHARE OF COST

17	AGED-MN SOC	Aid to the Aged-Medically Needy, Share of cost- See Aid Code 14 for definition of AGED-MN. Share of cost is required of the beneficiaries.
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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

<u>AID</u> <u>CODE</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
27	BLIND-MN SOC	Aid to the Blind-Medically Needy, Share of cost- See Aid Code 24 for definition of BLIND-MN. Share of cost is required of the beneficiaries.
67	DISABLED MN-SOC	Aid to the Disabled-Medically Needy, Share of Cost – See Aid Code 64 for definition of Disabled-MN. Share of cost is required of the beneficiaries.

***NOTE: As a result of the implementation of the IHSS Plus waiver, the special program codes of 1F, 2F, and 6F that were paired with the 17, 27, and 67 aid codes are no longer valid Medi-Cal aid codes as of November 1, 2005. MSSP sites are only required to serve clients with the aid codes of 17, 27, or 67 who were active as of November 1, 2005 or were subsequently re-determined into aid codes 17, 27 or 67.

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

1H	AGED	Aged persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this new program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal.
6H	DISABLED	Disabled persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal.

6. INSTITUTIONAL DEEMING

1X	NO SOC	Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules.
1Y	SOC	Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

spousal impoverishment rules. Share of cost is required of the beneficiaries. These recipients are identified apart from the regular Medi-Cal SOC population by the Special Program Aid Code of 1F.

7. CONTINUED ELIGIBILITY – REDETERMINATION

<u>AID</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
<u>CODE</u>		

1E	AGED	Continued eligibility for the Aged - Former SSI beneficiaries who are aged until the county redetermines their eligibility.
2E	BLIND	Continued eligibility for the Blind - Former SSI beneficiaries who are blind until the county redetermines their eligibility.
6E	DISABLED	Continued eligibility for the Disabled - Discontinued SSI beneficiaries who are disabled until the county redetermines their eligibility.

8. CONTINUED ELIGIBILITY – REDETERMINATION

1D	AGED	Continued eligibility for the Aged – Discontinued IHSS Residual beneficiaries who are aged until the county redetermines their eligibility.
2D	BLIND	Continued eligibility for the Blind Discontinued IHSS Residual beneficiaries who are blind until the county redetermines their eligibility.
6D	DISABLED	Continued eligibility for the Disabled - Discontinued IHSS Residual beneficiaries who are disabled until the county redetermines their eligibility.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

P. Definition of Services Provided Under the Waiver

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915 (c) Home- and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

1. **ADULT DAY SUPPORT CENTER (1.0):** This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:

- Need, but do not have, a caretaker available during the day
- Are isolated and in need of social stimulation
- Need a protective setting for social interaction
- Need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.

2. **ADULT DAY CARE (1.1):** Will be provided to MSSP clients who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the client's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons 18 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.
3. **HOUSING ASSISTANCE (2.2, 2.3, 2.4, 2.5 AND 2.6):** These services are necessary to ensure the health, welfare, and safety of the client in his or her physical residence or home setting. As specified in the client's plan of care, services may include provision of physical adaptations and assistive

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

devices, emergency assistance in situations which demand relocation and assistance to restore utility service. Housing Assistance services include:

- a. **MINOR HOME REPAIRS AND MAINTENANCE (2.2):** Minor Home Repairs do not involve major structural changes or repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special client needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.
- b. **NONMEDICAL HOME EQUIPMENT (2.3):** Includes those assistive devices, appliances and supplies which are necessary to assure the client's health, safety and independence. This service includes the purchase or repair of nonmedical home equipment and appliances such as refrigerators, stoves, microwave ovens, blenders, kitchenware, heaters, air conditioners, fans, washing machines, dryers, vacuum cleaners, furniture (i.e., couches, lamps, tables, chairs mattresses, bedding, and emergency supply kits and goods) under the following circumstances:
 - i. The client is receiving Deinstitutional Care Management services, and the items are required to facilitate discharge from the institution to a community residence
 - ii. The client's assessment identifies the need for this service including how it is a necessary support if the client is to remain in the community, and the care plan specifies the required item(s)
 - iii. In either circumstance, the following criteria must be met and documented in the case record:

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

- (a). The items are unobtainable through other resources, and their purchase would be a financial hardship for the client
 - (b). The items are necessary to preserve the client's health, improve functional ability and assure maximum independence, thereby preventing elevation to a higher level of care and avoiding more costly institutionalization
 - c. **EMERGENCY MOVE (2.4):** Involves facilitating a smooth transition from one living situation to another. Eligible clients are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the client's possessions. Activities may include materials and labor necessary for such moves.
 - d. **EMERGENCY UTILITY SERVICE (2.5):** Allows for payment of utilities only when the client has no other resources to meet this need. Additionally, the client must be at risk to receive a shut-off notice and the potential shut off of utility services would place the health and safety of the client in jeopardy.
 - e. **TEMPORARY LODGING (2.6):** Allows for payment of hotel or motel lodging for those clients, usually from rural areas, who must travel long distances and stay overnight for medical treatments not available in their home area. Lodging rates shall not exceed State per diem limits; these limits vary depending on geographic area.
4. **SUPPLEMENTAL CHORE (3.1):** Is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the Elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

This service is for purposes of household support for those services above and beyond those available through the State Plan. Examples include:

- a. The MSSP client has not yet been assessed for IHSS, and needs services in the interim until IHSS services can be arranged
- b. The regular IHSS provider is not available, and IHSS cannot provide a substitute
- c. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, every effort will be made to negotiate with IHSS towards an increase in those services before authorizing expenditure of waiver funds

5. **SUPPLEMENTAL PERSONAL CARE (3.2):** This service is provided to individuals whose needs exceed the maximum amount available under the State Plan or who are temporarily without a provider. This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL). These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Client instruction in self-care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves.

Purchase of personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship. These items include supplies not covered under the State Plan.

When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

When a personal care service is to be performed by an unlicensed health care worker permissible duties will be limited to those allowed by the

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification, if applicable.

Personal care service providers may be paid while the client is institutionalized. This payment is made to retain the services of the care provider and is limited to seven (7) calendar days per institutionalization.

6. **SUPPLEMENTAL HEALTH CARE (3.3):** Addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.
7. **SUPPLEMENTAL PROTECTIVE SUPERVISION (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the client's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.
8. **SUPPLEMENTAL PROFESSIONAL CARE ASSISTANCE (3.9):** This service is covered by Medicare and requires the client to have a skilled need and physician's order on file. Supplemental professional care assistance is a comprehensive skilled service delivered by a certified home health aide (CHHA). The CHHA works under the supervision of a registered nurse employed by a certified home health agency.
9. **CARE MANAGEMENT:** Assists clients in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the client's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of client level of care and the monthly review of plans of care.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

- a. **SITE-PROVIDED CARE MANAGEMENT (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based clients with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow up components of the program. Although the primary care manager will be either a senior services counselor or health practitioner, both professionals will be fully utilized in carrying out the various case management functions. Care records must document all client contact activity each month.
 - b. **PURCHASED CARE MANAGEMENT (4.3):** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients have the right to request care management by qualified outside subcontractors/vendors. In some cases of temporary need, the site may retain an outside subcontractor/vendor to provide the services of a care manager. If either of these two situations arises, the site must ensure that there is no overlap between Site- Provided Care Management (50) and Purchased Care Management (4.3). Any duplication of these services will be subject to recovery and will be collected through formal channels administered by DHCS Payment Systems Division, Recovery Section. Additional case-specific resources may be purchased from social, legal/ paralegal specialists in the community in order to augment the resources and skills of site-based case managers. Examples include the purchase of more skilled diagnostic and consultant services by social, and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public benefits or assistance are also covered.
10. **DEINSTITUTIONAL CARE MANAGEMENT (DCM) (4.6):** This service is used ONLY with individuals who are institutionalized. It allows care management and waiver services to begin up to 180 days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

- a. Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community
- b. Where an established MSSP client is institutionalized and MSSP services are necessary for the person to be discharged back into the community

In either situation, all services (monthly Administration and Care Management, plus any purchased services) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the waiver, all services provided are combined into one unit of DCM and billed at the end of the month the decision is made to cease MSSP activity.

11. **RESPIRE (5.1, 5.2):** The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the client's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver.

As dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

12. **TRANSPORTATION (6.3 [ESCORT, HOUR] AND 6.4 [ONE-WAY TRIP]):** These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Medicaid Plan which is limited to medical services or clients who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for the elderly and handicapped).

Escort services will be provided when necessary to assure the safe transport of the client. Escort services may be authorized for those clients who cannot manage to travel alone, and require assistance beyond what is normally offered by the transportation provider. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

13. **NUTRITIONAL SERVICES (7.1, 7.2, and 7.3):** These services may be provided daily, but are not to constitute a full nutritional regimen (three meals a day). [42 CFR 440.180 (b)]
 - a. **CONGREGATE MEALS (7.1):** Meals served in congregate meal settings for clients who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress, due to losses associated with aging. This service should be available to MSSP clients through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.
 - b. **HOME DELIVERED MEALS (7.2):** Meals for clients who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

- c. **Food (7.3):** Provision of food staples is limited to purchase of food to facilitate and support a client's return home following institutionalization, and to food purchases which are medically required.

If oral nutrition supplements (ONS) are to be purchased using waiver service funds, the following actions must occur and be documented in the client record:

- The NCM must assess the client's nutritional needs and determine that an ONS is advisable
- The use of home-prepared drinks/supplements did not benefit the client's health
- All other options for payment of an ONS have been exhausted (client, family, etc.)

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three months. If an ONS needs to be continued beyond the three month timeframe, a physician order must be obtained.

Since an ONS is no longer a covered Medi-Cal benefit for most clients, sites are **not** required to submit a TAR or obtain a denial. The physician order must be renewed on an annual basis or as needed.

14. **PROTECTIVE SERVICES (8.3, 8.4, and 8.5):** These services include protection for clients who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.
- a. **SOCIAL SUPPORT (8.3):** Includes periodic telephone contact, visiting or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for client participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the client's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some clients' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

- b. **THERAPEUTIC COUNSELING (8.4):** Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the client's care plan.

The MSSP has found that therapeutic counseling is essential for preventing some clients from being placed in a nursing facility (NF).

This service may be utilized in situations where clients or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the client in the community, or allow the client to cope with increasing impairment or loss.

- c. **MONEY MANAGEMENT (8.5):** This service assists the client with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

- 15. **COMMUNICATIONS SERVICES (9.1 and 9.2):** Clients who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the client's plan of care.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)

- a. **COMMUNICATION/TRANSLATION/INTERPRETATION (9.1):** The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking clients, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

- b. **COMMUNICATION/DEVICE (9.2):** The rental/purchase of 24-hour emergency assistive services, or installation of a telephone, to assist in communication (excluding monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those clients who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

- i. 24-hour answering/paging
- ii. Beepers
- iii. Medic-alert type bracelets/pendants,
- iv. Intercoms
- v. Life-lines
- vi. Wander-alerts
- vii. Monitoring services
- viii. Light fixture adaptations (blinking lights, etc.)
- ix. Telephone adaptive devices not available from the telephone company
- x.. Other electronic devices/services designed for emergency assistance.

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the client has no telephone, or for the isolated client who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the client has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

1. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. The Contractor agrees to make reasonable efforts to ensure that all subcontractors/vendors are properly licensed, certified, or have valid permits for the services being provided.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964)

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC. Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion,

ARTICLE II. ASSURANCES (Cont)

age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).
4. The Contractor agrees to include these requirements in all vendor/subcontractor agreements it enters into with vendors/subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors/vendors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties.
2. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CDA and such conflict may constitute grounds for termination of the Agreement.
3. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to void this Agreement without liability, or at its discretion to deduct from the

ARTICLE II. ASSURANCES (Cont)

Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State Income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors/vendors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)
 - b. Davis-Bacon Act (40 USC 276a-7) (29 CFR, Part 5)
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8)
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When a Contract or vendor agreement provides funding for construction and non-construction activities, the Contractor or vendor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

For Contracts in excess of \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)
2. Clean Water Act, as amended (33 USC 1368)

ARTICLE II. ASSURANCES (Cont)

3. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.)
4. Environmental Protection Agency Regulations
(40 CFR, Part 15 and Presidential Executive Order 11738).
5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors/vendors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default
2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either the Contractor or Contractor's subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor/vendors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of an approved resolution, order, or motion referencing this Agreement

ARTICLE II. ASSURANCES (Cont)

number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number. These documents must also identify the action taken.

2. Documentation in the form of a resolution, order, or motion by the Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the entity's Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. The staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be either a public entity or private non-profit corporation. If a private nonprofit corporation, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors/vendors providing services under this Agreement shall be of sound financial status. Any private subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure of a corporation to maintain good standing with the Secretary of the State of California shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting/vendor corporation shall result in suspension or termination of the subcontract/vendor agreement until satisfactory status is restored.

N. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

ARTICLE II. ASSURANCES (Cont)

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts or vendor agreements at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services to clients.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, CA 95834.

ARTICLE IV. COMMENCEMENT OF WORK

The Contractor shall not begin work in advance of receiving written notice that the contract is approved. Work performed in advance of approval may be considered as having been done at the Contractor's risk as a mere volunteer and the State has no obligation to pay for work performed in advance of approval of the Agreement.

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS

- A. The Contractor is responsible for carrying out the terms of the Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any subcontractor/vendor agreements. The Contractor shall not delegate or

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS (Cont)

contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.

- B. In the event any subcontractor/vendor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XXI, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontractor/vendor agreements for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California.
- E. Copies of subcontractor/vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors/vendors in accordance with Article XII of this Exhibit D, Section E.
- G. The Contractor shall require language in all subcontractor/vendor agreements to require all subcontractors/vendors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor/vendor in the performance of this Contract.
- H. The Contractor shall ensure that all potential vendors of Waiver Services complete a CDA-approved Vendor Application. The subcontractor/vendor selection process shall be based upon equitable criteria, provide for adequate publicity, screen out potential subcontractor/vendors who are not qualified to provide the needed services, and provide for awards to the lowest responsible and responsive bidder(s). Vendor Agreements for Waived Services shall consist of standard format language consistent with this Contract.
- I. Subcontractor/Vendor Agreements shall require all vendors to report immediately in writing to the Contractor any incidents of fraud or abuse to clients, in the delivery of services, in subcontractor/vendor operations.
- J. The Contractor shall require language in all subcontractor/vendor agreements to require all subcontractors/vendors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS (Cont)

1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5.

- K. The Contractor shall require all subcontractor/vendor agreements to comply with the HIPAA Business Associate requirements as it appropriately relates to services rendered.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "FINAL ACCOUNTING RECONCILIATION" (CDA Closeout) to the audited financial statements, letters of agreement, insurance documentation in accordance with Article XII of this Exhibit, Memorandums and/or Letters of Understanding and client records) of its activities and expenditures hereunder in a form satisfactory to CDA and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or DHCS' Audit Branch; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement or by Sections B and C of this Article; or (3) for such longer period as CDA deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another Contractor as directed by CDA.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- E. The Contractor agrees that CDA or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records,

ARTICLE VI. RECORDS (Cont)

accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. The Contractor further agrees to maintain such records for a period of three (3) years or for such a longer period as CDA deems necessary after final payment under the Agreement.

- F. Client records are to be kept as long as the case is open and active. Following termination, client records will be maintained for a period of six (6) years following the year of case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. REPORTS

- A. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:

1. Quarterly Status Reports

- a. Reports are due no later than the 30th of the month, following the close of the quarter. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances
- b. Reports are a snapshot of the last day of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:
 - Care Management Staffing –Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements
 - Care Management Activity –Including staff turnover, training, quality assurance, client/vendor grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans, client/vendor satisfaction surveys, policy changes, and contract compliance regarding contracted caseload
 - Management Information System –Problems/issues with the ACS billing system and ACS technical support
 - Fiscal –Quarterly Waiver Cost Monitoring Report
 - Caseload Count

ARTICLE VII. REPORTS (Cont)

- Staff Roster
- Self-Certified Training

2. Ad Hoc Reports

The Contractor shall submit Ad Hoc Reports as may be required from time to time by CDA. Typical subject areas may include, but are not limited to:

- a. General site operations
- b. Facility and equipment
- c. Emergency care
- d. Availability of care
- e. Client satisfaction
- f. MIS operations
- g. Administrative procedures
- h. Database
- i. Possible noncompliance with this Agreement
- j. Fiscal year closeout

3. Fiscal Closeout Reports

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

- a. Final Accounting Reconciliation form
- b. Closeout Budget
- c. Fiscal Summary Report for the State
- d. Report of Property Furnished/Purchased with Agreement Funds (cumulative CDA 32)

CDA will transmit specific closeout instructions to the Contractor in the spring. Closeout reports are due on or before close of business on May 31 of each fiscal year.

4. Monthly Client Count

Reports are due on the 5th of each month. CDA may grant a waiver of the deadline date based on extenuating circumstances.

- B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

ARTICLE VIII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement. All purchases of property not listed in the budget require written approval from CDA.

ARTICLE VIII. PROPERTY (Cont)

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
 2. Has a unit acquisition cost of at least \$500); (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
 3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with CDA funds, and submit electronically to CDA, annually with the Closeout, a cumulative inventory of all property furnished or purchased by the contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version (Excel) of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department, to report property to the Department.

The Contractor shall record the following information when property is acquired:

1. Date acquired
2. Property description (include model number)
3. CDA tag number or other tag identifying it as CDA property

ARTICLE VIII. PROPERTY (Cont)

4. Serial number (if applicable)
5. Cost or other basis of valuation
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor/vendor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the contractor on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. CDA reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to CDA. CDA reserves the right to require the Contractor to transfer such property to another entity, or to CDA.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, CDA will issue specific written disposition instructions to the Contractor.

ARTICLE VIII. PROPERTY (Cont)

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of CDA for other purposes in this order:
 - 1. Another CDA program providing the same or similar service or
 - 2. Another CDA-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or vendor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontractor/vendor agreements issued under this Agreement.
- Q. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP clients.

ARTICLE IX. ACCESS

The Contractor shall provide access to the federal or State Contractor agency, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or vendor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor assures CDA that it will include this requirement in its subcontractor/vendor agreements or subcontracts.

ARTICLE X. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, and inspections of project premises, as appropriate, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any program, and administrative staff (fiscal, etc.) available during any scheduled process.

ARTICLE XI. AUDIT

- A. The Contractors that expend \$500,000 or more in Federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the : California Department of Aging, Attn: Audit Branch, 1300 National Drive, Suite 200, Sacramento, CA 95834. A copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period whichever occurs first, or, unless a longer period is agreed to in advance by the cognizant or oversight agency.
- B. The Contractor shall perform a reconciliation of the "Final Accounting Reconciliation" (CDA Closeout) to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars.
- D. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
- E. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.
- F. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- G. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- J. The Contractor agrees that CDA, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract/vendor agreement related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

ARTICLE XI. AUDIT (Cont)

- K. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE XII. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by CDA in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation contractors and subcontractors/vendors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 – 15
 - \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium
 2. The Certificate of Insurance shall provide that the "Department of Aging", State of California, its officers, agents, employees, and servants are included as additional insured, with respect to work performed for the

ARTICLE XII. INSURANCE (Cont)

State of California under this Agreement. Professional liability coverage is exempt from this requirement

3. CDA shall be named the certificate holder and the address must be listed on the certificate
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least 30 days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' compensation liabilities, and if appropriate, auto liability including non-owned auto and/or professional liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and CDA harmless. The subcontractors'/vendors' Certificate of Insurance shall also have the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

ARTICLE XIII. TERMINATION AND TRANSITION PLAN

A. Termination

1. Termination Without Cause

- a. The State may terminate performance of work under this Agreement, in whole or in part, without cause if the State determines that a termination is in the State's interest. The State shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective 30 days from the delivery of the Notice of Termination. The Parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)

- b. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination
2. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the contract
3. Terminate all subcontracts/vendor agreements to the extent they relate to the work terminated
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause)
5. Submit a Transition Plan as specified in Section B of this Article XIII

2. Termination for Cause

- a. The State may, by written notice of termination to the Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:
 1. In case of threat of life, health or safety of the public (termination of Agreement shall be effective immediately)
 2. A violation of the law or failure to comply with any condition of this Agreement
 3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
 4. Failure to comply with reporting requirements
 5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
 6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
 8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
 9. The commission of an act of bankruptcy
 10. Finding of debarment or suspension, Article II J
 11. The Contractor's organizational structure has materially changed
 - b. Termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken, the date of termination, the reason for such action and, any conditions of the termination, including the requirement of a transition plan as identified in Section B of this Article XIII. The notice shall also inform the contractor of any right to appeal such decision to the State and of the procedure for doing so.
3. Notice of Termination by Contractor
- The Contractor shall give the Department written Notice of Intent to Terminate at least 180 days prior to the proposed effective date of termination. The notice shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, the Department will work with the Contractor to terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.
4. The Contractor's Obligations Upon Notice of Termination
- a. In the event of termination or anticipated termination of this Agreement, in full or in part, the Contractor shall take immediate steps to ensure the health and safety of clients in the MSSP program managed by the Contractor. Contractor agrees to cooperate in any and all efforts to refer MSSP clients to other local agencies in order to maintain continuity of services required for each client.
 - b. The Contractor shall provide adequate staff and vendor agreements to provide services to clients during the course of client transition to another MSSP site.

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)

- c. The Contractor shall deliver updated client records to the subsequent MSSP contractor or as directed by CDA upon notice by CDA.
- d. The Contractor shall provide a current needs assessment for each of its clients to the subsequent MSSP contractor or as directed by CDA.
- e. The Contractor shall, with assistance from CDA, develop a written Transition Plan, to locate alternative services for each client through another MSSP site or community agency in accordance with Section B of this Article.
- f. The Contractor shall be responsible for providing all necessary client services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to clients prior to such expiration or termination.
- g. A full accounting and closeout of the Contractor's existing budget will be required. While it is recognized that the Contractor will require funding to continue client services and operations at a reduced level until the termination of this Agreement, the Contractor and CDA agree that it is also necessary to transfer funding to those MSSP sites that will be assuming responsibility for clients of the Contractor. Therefore, upon demand of CDA, the Contractor will immediately execute a contract amendment to return funds not anticipated to be required for remaining operations.
- h. The Contractor shall make available copies of medical records, patient files, and other pertinent information, including information maintained by any subcontractor/vendor, necessary for efficient care management of clients, as determined by CDA. Costs of reproduction will be authorized by CDA as an approved expenditure of local assistance administrative funds. In no circumstances will a Medi-Cal beneficiary be billed for this service.

B. Transition Plan

- 1. The Contractor shall submit a Transition Plan to the State within 15 days of delivery of the written Notice to Terminate the Contract. The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
 - a. Current client count and identifying client information upon request
 - b. Description of how clients will be notified about the change in their MSSP provider

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)

- c. Plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services
 - d. Plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals
 - e. Plan to evaluate health and safety of clients in order to assure appropriate placement
 - f. Plan to transfer confidential medical and client records to a new contractor or care management agency
 - g. Plan for adequate staff to provide continued care through the term of the Contract
 - h. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract
 - i. Additional information as necessary to effect a safe transition of clients to other MSSP or community care management programs
2. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
3. If the Contractor fails to provide and implement a transition plan as required by Section B of this Article XIII, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.
4. Phase-out Requirements
- a. Phase-out for this Contract will consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
 - b. Phase-out for the Contract will consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to clients pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.
 - c. All data and information provided by the Contractor shall be accompanied by letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

ARTICLE XIV. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to, and not in derogation of, any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XVI. REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVII. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, or overnight mail, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department.
- C. A change in a contractor's Site Director requires that a notice be addressed to the MSSP Branch Chief. This notice shall be on the contractor's letter head, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.
- D. All other notices with the exception of those identified above shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Branch, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVIII. APPEAL PROCESS

In the event of an Agreement dispute or grievance regarding the terms and conditions of this Agreement both parties shall abide by the following procedures:

- A. The Contractor should first discuss the problem informally with the designated CDA Program Analyst. If the problem is not resolved, the Contractor must, within 15 working days of the failed attempt to resolve the dispute with the CDA Program Analyst, submit a written complaint together with any evidence to the Division Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports the Contractor's position, and the remedy sought. The Deputy Director shall, within 15 working days after receipt of the Contractor's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Article XVII of this Agreement. Should the Contractor disagree with the decision of the Division Deputy Director, the Contractor may appeal the decision to the Chief Deputy Director of the California Department of Aging.
- B. The Contractor's appeal of the Division Deputy Director must be submitted within ten (10) working days from the date of the decision of the Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within 20 working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor to review the issues raised on appeal. The Chief Deputy Director shall issue a final written decision within 15 working days of such meeting.
- C. The Contractor may appeal the final decision of the Chief Deputy Director in accordance with the procedures set forth in Title 1 of the California Code of Regulations, Section 1200.
- D. The Contractor shall continue to carry out the obligations under this Agreement during any dispute. Costs incurred by the Contractor or vendor for administrative/court review are not reimbursable by the Department.

ARTICLE XIX. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section. 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34).

Information assets include (but are not limited to):

1. Information collected and/or accessed in the administration of the State programs and services
2. Information stored in any media form, paper or electronic

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, and notebook computers) and /or portable electronic storage media (including, but not limited to, discs, thumb, flash drives, and portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, State driver's license or State identification number, financial account numbers, symbols or other identifying characteristics assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor agrees to provide ongoing education and training, at least annually, for all employees and subcontractors who handle personal, sensitive or confidential information. The Contractor's employees and subcontractors will complete the Security Awareness Training module located on the Department's website, www.aging.ca.gov within 30 days of the start date of this Agreement or within 30 days of the start date of any new employee or subcontractor. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. The Contractor shall maintain documentation of training and education provided to their staff and/or subcontractors.
3. All employees, volunteers and subcontractors//vendors who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024 Form) with this Agreement. This is to ensure that the Contractors/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

F. Software Maintenance

The Contractor shall apply security patches and upgrades, and keep virus software up-to-date on all systems on which State data may be used.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

- G. The Contractor agrees to comply with the privacy and security requirements of HIPAA as specified in this Agreement.

1. Recitals

- a. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- b. The California Department of Aging (CDA) and/or the California Department of Health Care Services (DHCS) wish to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- d. Under this Agreement, the Contractor is the Business Associate of DHCS/CDA and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS/CDA and uses or discloses PHI.
- e. DHCS/CDA and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- f. The purpose of the Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- g. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

2. Permitted Uses and Disclosures of PHI by Business Associate.

- a. Except as otherwise indicated in this Article, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS/CDA, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS/CDA.
- b. Except as otherwise indicated in this Article, Business Associate may: use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law,
or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- c. Use PHI to provide data aggregation services to services to DHCS/CDA. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS/CDA with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS/CDA.

3. Responsibilities of Business Associate.

Business Associate agrees:

- a. To not use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- b. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHCS/CDA; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS/CDA with information concerning such safeguards as DHCS/CDA may reasonably request from time to time.

- c. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- d. To report to DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement.
- e. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHCS/CDA, agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Article into each subcontract or award to such agents or subcontractors.
- f. To provide access as DHCS/CDA may require, and in the time and manner designated by DHCS/CDA (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS/CDA (or, as directed by DHCS/CDA), to an individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHCS/CDA that includes medical and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS/CDA health plans; or those records used to make decisions about individuals on behalf of DHCS/CDA.
- g. To make any amendment(s) to PHI that DHCS/CDA directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHCS/CDA.
- h. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS/CDA, or created or received by Business Associate on behalf of DHCS/CDA, available to DHCS/CDA or to the Secretary

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

of the U.S. Department of Health and Human Services in a time and manner designated by DHCS/CDA or by the Secretary, for purposes of determining DHCS/CDA's compliance with the HIPAA regulations.

- i. To document and make available to DHCS/CDA or (at the direction of DHCS/CDA) to an individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- j. During the term of this Agreement, to notify DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach, or unauthorized use or disclosure of PHI, and provide a written report of the investigation to the DHCS Privacy Officer within 15 working days of the discovery of the breach or unauthorized use at:

Privacy Officer
C/o Office of Legal Services
California Department of Health Care Services
P.O. Box 942732
Sacramento, CA 94234-7320

A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

- k. To train and use reasonable measures to ensure compliance with the requirements of this Article by employees who assist in the performance of functions or activities on behalf of DHCS/CDA under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Article, including termination of employment.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

4. Obligations of DHCS/CDA.

DHCS/CDA agrees to:

- a. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:
<http://www.DHCS.ca.gov/hipaa>.
- b. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- c. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS/CDA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS/CDA.

5. Audits, Inspection and Enforcement

From time to time, DHCS/CDA may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Article. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DHCS/CDA Privacy Officer in writing. The fact that DHCS/CDA inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Article, nor does DHCS/CDA's:

- a. Failure to detect or
- b. Detection, but failure to notify the Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of DHCS/CDA's enforcement rights under this Agreement.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

6. Termination.

- a. Upon DHCS/CDA's knowledge of a material breach of this Article by Business Associate, DHCS/CDA shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS/CDA
 - (ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Article and cure is not possible or
 - (iii) If neither cure nor termination are feasible, the DHCS/CDA Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services
- b. DHCS/CDA may terminate this Agreement, effective immediately, if
 - (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate has been joined.
- c. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS/CDA (or created or received by Business Associate on behalf of DHCS/CDA) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Article to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous Provisions.

- a. DHCS/CDA makes no warranty or representation that compliance by Business Associate with this Article, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- b. The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS/CDA's request, Business Associate agrees to promptly enter into negotiations with DHCS/CDA concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHCS/CDA may terminate this Agreement upon 30 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by DHCS/CDA pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS/CDA in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- c. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS/CDA at no cost to DHCS/CDA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS/CDA, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- d. Nothing express or implied in the terms and conditions of this Article is intended to confer, nor shall anything herein confer, upon any person other than DHCS/CDA or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

- e. The terms and conditions in this Article shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Article shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
 - f. A reference in the terms and conditions of this to a section in the HIPAA regulations means the section as in effect or as amended.
 - g. The respective rights and obligations of Business Associate under Section 6.C of this Article shall survive the termination or expiration of this Agreement.
 - h. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- H. Provisions of this Article shall be included in all contracts of both the contractor/vendor and the subcontractors/vendors where either PHI, confidential, personal, or sensitive information is obtained during the course of carrying out the obligations of this Agreement or any sub-Agreements related to the services required in this Agreement.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, CDA reserves the right to copyright such material, and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, CDA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA (Cont)

B. Rights in Data

1. The Contractor shall not spend or encumber funds covered by this Agreement on research or publications; or any activities, staff, products, or materials, including analysis and services, supporting research, and publications, unless expressly authorized by the terms of this Agreement. The Contractor shall not publish any document or materials produced or resulting from activities supported by this Agreement unless the copy of the final draft for publication has been sent to the Director of CDA, for approval, at least 60 days before it is to be printed.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. The State may use, duplicate, or disclose in any manner and have or permit others to do so, subject to State and federal law, all subject data delivered under this Agreement.
4. Materials published by or transferred to the Contractor shall: (a) contract from the California Department of Aging; (b) give the name of the state "The materials or product were a result of a project funded by a entity the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging, and that the publication may not be based upon or inclusive of all raw data. "



SUTTER-YUBA MENTAL HEALTH SERVICES

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

262-12



Brad Luz, Ph.D.
Assistant Director of Human Services
Director of Mental Health

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

STAFF REPORT

DATE: June 26, 2012

TO: Yuba County Board of Supervisors Human Services Committee

FROM: Brad Luz, Ph.D., Mental Health Director *BLM*

SUBJECT: Preliminary Approval of a Joint Project between Sutter-Yuba Mental Health Services and the Regional Housing Authority of Sutter and Nevada Counties to: 1) purchase property to be located in Yuba County and 2) amend the Community Services Agreement between Sutter-Yuba Mental Health Services and the Regional Housing Authority of Sutter and Nevada Counties

Recommendation: It is the recommendation of the Mental Health Director that the Board of Supervisors approve in concept:

- 1) A joint project between Sutter-Yuba Mental Health Services and the Regional Housing Authority of Sutter and Nevada Counties to purchase property in Yuba County and
- 2) An Amendment to the Community Services Agreement between Sutter-Yuba Mental Health Services and the Regional Housing Authority.

This item has been discussed by the Sutter County Board of Supervisors Health Committee and recommended for placement on the Sutter County Board of Supervisors meeting consent agenda on June 19, 2012. It will be presented to the Yuba County Board of Supervisors as an appearance item on July 10, 2012.

Background & Discussion: The Mental Health Services Act (Proposition 63) was passed in November 2004. The passage of this proposition provided funding and authorized County mental health programs to provide additional services to local residents. After extensive community meetings, one of the services identified as a high priority locally was the provision of safe, affordable, permanent housing to our clients.

SYMHS has contracted with the Regional Housing Authority to purchase housing in order to provide safe, affordable, permanent housing for residents of the community receiving

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

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

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

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

mental health services. The clients currently live in the community and this project will improve their living conditions. The Housing Authority will be the legal owner and provide residence and yard maintenance.

SYMHS will provide on-going case management and support to the residents to promote their success in living independently. Case management staff will assist these clients in maintaining their medical appointments, coordinate housing meetings, assist residents in priority setting, provide transportation as needed, and act as a contact point for the surrounding community.

The Regional Housing Authority will identify a property in Yuba County as a future site for client housing. The property will be a multiple unit dwelling such as a duplex or fourplex located conveniently near public transportation, necessary community services and shopping.

Major provisions of this agreement will include:

The Housing Authority will:

- Assume ownership of the property purchased.
- Maintain the house for use by mental health clients.
- Qualify all eligible clients for Section 8 housing.
- Establish rates for management of this property that are consistent with rates established for management of other properties locally.

SYMHS will:

- Provide case management services for the residents.
- Screen clients for appropriateness and ability to share housing.
- Pay for the purchase of the housing including all closing costs, fees and appraisals.
- Pay for the cost to furnish the dwelling and fund any initial deposits.
- Pay the relocation costs of the tenants moving into or out of the purchased dwelling.
- Should funds be insufficient to pay for the management, maintenance funds and utilities for this property, make up the difference (a \$10,000 account will be funded by the SYMHS to be held by the Regional Housing Authority for this purpose).

Mutual Agreements:

- Funding will be set aside for major maintenance and future repair of mechanical, electrical and plumbing repairs; for replacement of flooring and carpets and major appliances.
- Funds will be set aside for replacing furnishings, bedding, cooking utensils, dishes and minor appliances.
- If possible, funds will be set aside to purchase additional housing facilities in the future.

Mental Health Services Act Funds for this and similar projects in the amount of \$2,365,000 are currently being held for SYMHS by the California Housing Finance Agency (CalHFA). The division anticipates this project will not exceed \$400,000.

Past Consideration of the Board: This item has not been considered by the Board previously.

Alternatives: The Board could provide alternative direction regarding housing.

Other Department or Agency Involvement: The Regional Housing Authority of Sutter and Nevada Counties has participated in the discussions with the ad hoc sub-committee of the Yuba County Board of Supervisors. This item will be presented at both the Yuba County and Sutter County Board of Supervisors as it progresses.

Action Following Approval: SYMHS and the Regional Housing Authority will amend the Community Services Agreement, begin to locate a suitable property, and work with CalHFA to access our housing funds.

Fiscal Impact: There will be no impact on County General Funds. Sufficient funds are available through MHSA funding being held by CalHFA.

Attachments or Document Enclosures:

Original Community Services Agreement for Reference

P:\MH Contracts\2012 CONTRACTS\Staff Reports\Health Committee\Yuba County Housing HC-Yuba County.doc

COMMUNITY SERVICE AGREEMENT

THIS COMMUNITY SERVICE AGREEMENT ("Agreement"), is by and between the Sutter-Yuba Mental Health Services operated by the counties of Sutter and Yuba (hereinafter referred to as "Mental Health") and the Consolidated Area Housing Authority of Sutter County, (hereinafter referred to as "Housing Authority"), whose business address is 448 Garden Highway, Yuba City, California 95991.

The parties agree as follows:

1. Term: The term of this Agreement shall be from July 1, 2007 to June 30, 2009.

2. Services: Housing Authority shall provide residential accommodations that offer group or individual living environments for individuals referred from Mental Health. Mental Health will be providing one time funds, identified in section 5 of this Agreement in support of this Agreement. Housing Authority may use those funds to leverage other funds, use as gap loans or deferred grants to achieve permanent supported housing for persons referred by Mental Health.

Because funds obligated in this Agreement are one time funds both Housing Authority and Mental Health agree these funds should not be used for ongoing expenses and be retained for costs related to development of permanent supported housing for persons referred by Mental Health.

Both Housing Authority and Mental Health agree that the goal of this Agreement is to develop housing opportunities for individuals or small numbers of persons referred by Mental Health throughout Yuba and Sutter Counties, avoiding large amounts of housing in any specific neighborhoods.

3. Housing Authority Responsibilities

(a) Housing Authority shall comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code Section 5600 et seq.) and applicable regulations promulgated under 9 CCR Sections 500-780 as amended, as they relate to housing during the term of this Agreement.

(b) Housing Authority shall abide by the non-discrimination requirements as contained in California and Federal Law relating to housing. The Director of Mental Health ("Director") shall determine patient eligibility under the Short-Doyle Act and the Medi-Cal Program.

(c) Housing Authority shall maintain adequate records. They shall contain

the data necessary for reporting to Mental Health the State Department of Mental Health, and any involved federal agencies. Individual records shall contain intake information, records of what housing was provided, what individuals were deemed by Housing Authority ineligible for housing assistance and the reasons for such determination. Program records shall contain enough detail for evaluation of services. Housing Authority shall provide quarterly and annual program reports to Mental Health in the format determined by the Director.

(d) Housing Authority shall maintain financial records that clearly reflect the cost of each type of Service. Any cost apportionments shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the Services. Housing Authority shall provide to the Director of Mental Health, an annual audit prepared by a Public Accountant or Certified Public Accountant. Three (3) copies of the audit report shall be submitted to the Director within ninety (90) days of the earlier of: (1) the close of the Housing Authority's fiscal year; or (2) termination of this Agreement. Costs may include, but are not limited to, pre-development costs, including but not limited to; appraisals, option fees, drawings, environmental assessments, and related costs.

(e) Housing Authority shall participate in program audits if asked to do so by Mental Health. Mental Health may inspect Housing Authority's records, programs and procedures relating to provision of housing to individuals referred from Mental Health during normal business hours.

(f) Housing Authority shall not apply an income qualification for any person referred by Mental Health for housing assistance in property paid for under this Agreement, except as required to conform to any rules, regulations or other program requirements for any other funding also used for the program. The Housing Authority will be allowed to qualify tenants according to reasonable criteria, even when income qualification is not a consideration.

(g) With the approval of both the Sutter and Yuba County Board of Supervisors Housing Authority may provide housing services under this agreement in the County of Yuba, State of California. All other services are to be provided in Sutter County, State of California.

(h) Housing Authority shall acquire housing for persons referred by Mental Health over the term of this Agreement. Such housing may be rental, leased or purchased by the Housing Authority using funds contained in this Agreement as well as other funds available to the Housing Authority. Any housing provided by the Housing authority shall be managed by the Housing Authority. All projects funded under this agreement must be approved by Housing Authority, Mental Health the Sutter County Board of Supervisors and for projects in Yuba County the Yuba County Board of Supervisors, prior to any financial or contractual commitment to the project or commencement of any construction or improvement

work on the project or occupancy by any person in the project.

(i) The Housing Authority will reasonably seek to place referrals from Mental Health, however, the parties recognize that placement is not possible if the referrals exceed capacity. In that regard, for example, if the Housing Authority acquired 50 units with monies received pursuant to this Agreement, and Mental Health were to make 70 referrals, there would, of necessity, need to be a waiting list for available units.

(j) Where appropriate Housing Authority will apply for HOME Funds for projects developed under the provisions of this Agreement.

4. Records & Audit:

Housing Authorities' records shall include but not be limited to, accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this Agreement (all the foregoing are hereinafter referred to as "Records"). The Records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Mental Health and/or State agents or their authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Housing Authority or any of its payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examinations and evaluations the Mental Health agent or authorized representative shall have access to said Records from the effective date of this Agreement until seven (7) years after the date of final payment by Mental Health to Housing Authority pursuant to this Agreement. This section shall survive the expiration or termination of this Agreement.

5. Compensation: Mental Health shall Provide \$750,000 for the purpose of acquiring housing for persons referred by Mental Health during the term of this Agreement. Such housing may be rental, leased, or purchased by the housing authority but may only be used for developing housing for individuals referred from Mental Health. Should any rebates arise from refund of deposits, sale of property, refund of commission or any other reason all funds should be returned to Mental Health within 30 days of being received by Housing Authority. Housing Authority may use some funds made available under this Agreement to create a damage repair fund, and fixture replacement fund and pay any management fee agreed to by the parties and identified in Appendix A, attached to and made part of this Agreement. All such funds received will be returned to the Housing Trust Account to be utilized to acquired additional housing for persons referred by Mental Health.

Mental Health's maximum liability to Housing Authority shall be:

Seven Hundred Fifty Thousand Dollars During the Term of this Agreement,

(\$750,000)

Mental Health shall be informed and receive the approval of the Sutter County Board of Supervisors regarding purchase of any property. Should any property be purchased in Yuba County the approval of the Board of Supervisors of Yuba County will be required prior to any purchase being made. Title to purchased property shall be held by Housing Authority unless the Housing Authority, Mental Health and the appropriate Board of Supervisors agree that it shall be held by another party.

Payment under this Agreement shall not obligate Mental Health to further payments or additional agreements with Housing Authority.

The administrative costs of the Housing Authority may be paid from rental income received by the Authority. The Housing Authority's administrative and development costs in locating and acquiring the project(s) contemplated by this Agreement may be reimbursed from the monies provided to the Housing Authority pursuant to this agreement. All administrative costs paid under this agreement shall be agreed to by both Housing Authority and Mental Health prior to payment being made.

Housing Authority shall provide Mental Health with a monthly itemized statement for Services rendered. Mental Health will render payment to Housing Authority within thirty days of submission of such itemized statement providing it includes dates and a description of the Services rendered, and the total amount charged (itemized by specific service).

Mental Health agrees to provide all case management services and provide, pay for or otherwise see that appropriate treatment is provided for clients referred under this agreement. No funds committed under this agreement can be used to pay for treatment costs, including but not limited to, medication support, case management, inpatient hospital care, pharmacy products or other treatment items.

6. Audit Exceptions:

(a) In order to maximize Mental Health resources, Mental Health and Housing Authority will endeavor to bill for and collect for all appropriate Services, from a variety of sources. In the event that an audit results in disallowances, Housing Authority agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a result of its performance under this Agreement. Housing Authority also agrees to accept financial responsibility for any audit exceptions to the extent such are attributable to Housing Authority's failure to perform properly any of its obligations under this Agreement.

(b) Mental Health agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as

a result of its performance under this Agreement. Mental Health also agrees to accept financial responsibility for any audit exceptions, to the extent such are attributable to Mental Health's failure to perform properly any of its obligations under this Agreement, including billing errors in Med-Cal claims processing.

(c) Mental Health and Housing Authority agree to work jointly to resolve any and all audit exceptions that may arise under this Agreement.

7. Indemnification:

(a) Housing Authority shall indemnify, defend and hold harmless Mental Health, Sutter County, Yuba County and their officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys fees and litigation costs) that arise in any way from Housing Authorities' acts or omissions while performing under this Agreement. Housing Authority's obligations under this section cover but are not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any persons (including Mental Health's, Counties' and Housing Authority's officers, employees and agents) and from damage to, or destruction of, any property (including Mental Health's, Counties' and Housing Authority's real and personal property).

(b) Mental Health represents and warrants that they will not refer to the Housing Authority any persons who, because of mental health issues, or otherwise, is known to have or likely to have aggressive propensities that would increase the risk to other tenants or third parties over and above what might be expected from the general population.

(c) Mental Health shall indemnify, defend and hold harmless Housing Authority and its officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Mental Health's acts or omissions while performing under this Agreement. Mental Health's obligations under this section cover but are not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any persons (including Mental Health's, Counties' and Housing Authority officers, employees and agents) and from damage to, or destruction of, any property (including Mental Health's, Counties' and Housing Authorities' real and personal property).

(d) This section shall survive the expiration or termination of this Agreement.

8. Insurance: Without limiting Housing Authorities indemnification of Mental Health and Sutter and Yuba Counties, Housing Authority shall provide and maintain at its own expense during the term of this Agreement, or as may be further required herein, the following insurance coverage's and provisions:

(a) Prior to commencement of this Agreement, Housing Authority shall provide Certificates of Insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall either be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the following address:

Joan Hoss, LCSW, Director
Sutter-Yuba Mental Health Services
P.O. Box 1520
Yuba City, CA 95992

Housing Authority shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to Mental Health. All Certificates of Insurance shall provide that Mental Health will receive thirty (30) days prior written notice of cancellation or any major modification before the expiration date.

(b) Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, the Housing Authority shall require each of its subcontractors to provide the insurance required herein, or Housing Authority may name the subcontractors as additional insured's under its own policies.

(c) Insurance Required:

(1) Comprehensive General Liability Insurance or Commercial Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than Two Million Dollars (\$2,000,000.00). Each type of insurance shall include coverage for Premises/Operations, Products/ Completed Operations, Contractual Liability, Broad Form Property Damage, X/C/U Hazards and Personal Injury. For either type of General Liability insurance, coverage shall include the following endorsements:

a. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to the County of Sutter, the County of Yuba, and members of the Boards of Supervisors of Sutter and Yuba Counties, the officers, agents and employees of Sutter and Yuba Counties, individually and collectively, as additional insured's.

b. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by the County of Sutter, the County of Yuba, their officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be canceled or changed so as to no longer meet the specified Sutter County insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to Mental Health at the address to which the Certificate of Insurance is sent as specified above.

d. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the policy's limits of liability.

(2) Professional Errors and Omissions Liability Insurance in an amount of not less than

One Million Dollars (\$1,000,000.00) and written on an occurrence basis.

If coverage is written on a claims made basis, such policy shall provide that:

a. The policy retroactive date coincides with or precedes Housing Authority's start of work (including subsequent policies purchased as renewals or replacements).

b. If the policy is terminated for any reason during the term of this Agreement, Housing Authority shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

c. If this Agreement is terminated or not renewed, Housing Authority shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Housing Authority shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All Professional Liability policies maintained pursuant to this section shall either be endorsed to name the Counties of Sutter and Yuba, members of the Boards of Supervisors of the Counties of Sutter and Yuba, and officers, agents and employees of the Counties of Sutter and Yuba, individually and collectively as additional insured's, or endorsed to provide that the insurance provided by the policy shall apply to liability assumed by the Housing Authority under written contract with Mental Health.

(3) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

(4) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

9. Termination: Either party may terminate this Agreement on sixty (60) days written notice to the other party. Upon written notice from State Mental Health to Mental Health or State or Federal Housing Agencies to either Mental Health or Housing Authority that Housing Authority is not complying with law or regulation, this Agreement shall be terminated immediately.

10. Independent Contractor:

(a) It is specifically agreed that Housing Authority, or its employees, is an independent contractor and not subject to the direction and control of Mental Health, except as to final result or as otherwise specified in this Agreement. Housing Authority agrees to indemnify and hold Mental Health harmless from any liability which it may incur to the Federal or State Governments as a consequence of this Agreement. Housing Authority shall be solely

responsible to pay all required taxes and obligations, including but not limited to, worker's compensation, liability insurance (including professional liability insurance), benefits of every kind, including social security and withholding taxes. Housing Authority, or its employees, shall not have any claim under this agreement against Mental Health, the Counties of Sutter and Yuba, their officers, agents or employees, for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

(b) All films, booklets, pamphlets or similar informational material on mental health services for which Housing Authority has received payment from Mental Health shall contain a statement that Housing Authority is a contract provider of services under the Mental Health Program operated by the County.

Housing Authority shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone and quarters necessary to provide Services.

11. Notices:

Notices concerning this Agreement shall be effective upon receipt by the other party and given either personally, by U. S. mail first class postage prepaid or overnight courier, addressed as follows:

MENTAL HEALTH:
Sutter-Yuba Mental Health Services
1965 Live Oak Boulevard
Yuba City, CA 95991

Housing Authority
Consolidated Area Housing Authority of Sutter County
448 Garden Highway
Yuba City, California 95991

12. Effective Waiver:

The waiver by either party of any breach or term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition of this Agreement.

13. Prior Approval Required:

Notwithstanding any provision of this Agreement, this Agreement shall not be effective until such time as the Sutter and Yuba Boards of Supervisors adopt a budget appropriation to cover the cost of Services to be provided.

14. Reference to Laws and Rules:

The laws of the State of California shall govern this Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement. Any litigation arising out of this Agreement shall be heard in the Superior Court of Sutter County. This Agreement may be amended only by a writing signed by both parties.

15. Cultural Competency:

Yuba County has approximately 60,219 people. Of this total 4.96% are Laotian (Hmong speaking), and 17.4 are Spanish speaking. In Sutter County, with approximately 78,930 people, approximately 22.2% are Spanish speaking and 6.93% are Punjabi speaking. These figures are based on the most recent census data.

Housing Authority will demonstrate continuing responsiveness to, understanding of, and respect for the individual's culture and language. Housing Authority shall provide services in the individual's preferred language whenever possible. Housing Authority shall provide interpreters for monolingual individuals as needed. Housing Authority shall accommodate the hearing and visually impaired as required by law. Any materials and forms available to the individual shall be linguistically appropriate. Housing Authority shall make every effort to serve the special populations in the Bi-County area.

16. Problem Resolution:

A. Problem Resolution

The Housing Authority and Mental Health agree to meet at least twice each year during the term of this Agreement to resolve any issues that arise during the term of this Agreement.

17. Construction:

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

18. Confidentiality:

The Housing Authority, is not considered to be a Business Associate of Mental Health under HIPAA regulations. Notwithstanding this status the Housing Authority agrees to protect the confidentiality of all Mental Health referrals to the best of its ability. Mental Health agrees to attempt to secure an Authorization for Release of Protected Health Information from each person referred to Housing Authority pursuant to this Agreement.

19. Americans With Disabilities Act (ADA)

Requirements under the ADA Voluntary Agreement require that Counties and their

contract providers of adult residential drug and alcohol services that are recipients of any Department of Health and Human Services (federal) financial assistance meet the flowing requirements with which Housing Authority will comply:

- (a) Residential drug and alcohol provider services must be accessible to the mobility impaired or Housing Authority must provide a description of the referral mechanism for residential alcohol and drug service facilities that currently do not accept non ambulatory clients.

(b) ADA STIPULATIONS AND TIMELINE:

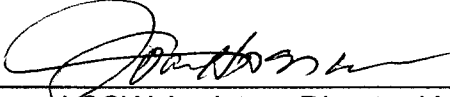
New contractors with fifteen or more employees who have admission criteria that restrict services to ambulatory adults or who are otherwise not accessible to the non-ambulatory client may not receive federal funding unless the contractor's service delivery system is accessible in its entirety to non-ambulatory clients. This means essentially equivalent services must be provided to the non-ambulatory client "within" that providers' service system.

- (c) Existing contractors with fifteen or more employees who have admission criteria that restrict services to ambulatory adults or who are otherwise not accessible to the non-ambulatory client may receive federal funding as long as their services are accessible in their entirety to the non-ambulatory client by December 31, 1995. However, a condition of county/provider contracts must include an effective method of referral to an alternate accessible facility within the service area prior to December 31, 1995.

- (d) New or existing contractors with less than fifteen employees must have an effective method of referral to an alternative accessible drug or alcohol program within the service area in the event they are unable to provide services on site to the non-ambulatory client eligible for drug or alcohol services, or them may not receive federal funding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their signatures.

SUTTER-YUBA MENTAL HEALTH SERVICES

By  Date: 8/1/07
Joan Hoss, LCSW Assistant Director Human
Services Mental Health

Consolidated Area Housing Authority of Sutter County

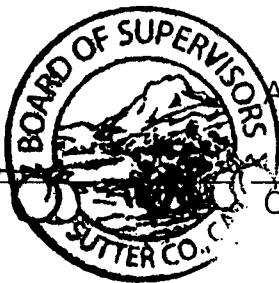
By Edward B. Baker Date: 8/6/2007
Authorized Signature

SUTTER COUNTY BOARD OF SUPERVISORS

By Dan L. F. Date: 7/24/07
Chairman

ATTEST

[Signature]
Clerk Deputy



APPROVED AS TO FORM

[Signature]
County Counsel

EXHIBIT A

SUTTER-YUBA COUNTIES MENTAL HEALTH PLAN PROBLEM RESOLUTION PROCESS

Sutter-Yuba Counties Mental Health Plan, hereinafter referred to as "MHP", encourages the resolution of problems at the least formal level possible. The consumer will not be subject to any penalty or discrimination for filing a grievance, appeal or for requesting a State Fair Hearing. A consumer may authorize a person of his/her choice to act in his/her behalf at anytime. A consumer or the consumer's representative may take the following steps to resolve a problem.

Grievance

A grievance is an expression of dissatisfaction about any matter other than an Action.

— The consumer may submit a grievance orally or in writing to the MHP.

— The consumer will receive a written resolution within 60 days.

Standard Appeal

An Appeal is a request to review an Action. An Action occurs when the MHP denies, reduces, suspends or terminates previously authorized services; denies payment for a service; fails to provide services in a timely manner; or fails to act within the timeframes for the disposition of grievance, standard appeal or expedited appeals.

— The consumer may submit an appeal orally or in writing. Oral appeals must be followed up with a written, signed appeal.

— An appeal must be filed within 90 days of the date of the Action.

— The consumer will receive a written resolution within 45 days.

Expedited Appeal

The Expedited Appeal is filed when the consumer's life, health, or ability to have or maintain maximum function is at risk.

— The consumer will receive a written resolution within 3 days.

— Mental Health staff will determine whether or not your appeal will be considered Standard or Expedited.

— If the expedited appeal is denied, a written notice will be sent to the consumer and the standard appeal process will begin.

State Fair Hearing

If you are a Medi-Cal beneficiary, you have the right to file for a State Fair Hearing at any time before, during or after the Appeal process. The concerns within the jurisdiction of the Administrative Law Judge are those related to an Action. Benefits may continue while the State Fair Hearing is pending.

Notice

Grievance forms, Standard Appeal forms, or Expedited Appeal forms are available at all provider sites or can be obtained by contacting MHP Quality Improvement staff.

The consumer will be notified in writing that the Mental Health Program Chief received his/her grievance or appeal.

The member may submit additional information to support a claim either in writing or in person.

The consumer may receive assistance in filing a grievance, appeal or State Fair Hearing from:

Mental Health Program Chief	(530) 822-7513
Quality Improvement Program Planner	(530) 822-7200
Patient Rights Advocate	(530) 632-3202
Toll Free	1-888-923-3800
TTY-CRS	1-800-735-2929

EXHIBIT A

**PLAN DE SALUD MENTAL DE LOS
CONDADOS DE SUTTER-YUBA
PROCESO PARA RESOLVER PROBLEMAS.**

El Plan de Salud Mental de los condados de Sutter-Yuba, de aquí en adelante referido como "PSM", sugiere que la resolución de problemas sea a un nivel lo menos formal posible. El consumidor no será sujeto a ningún castigo o discriminación por llenar una queja, apelar, o por pedir una audiencia justa del estado. El consumidor puede autorizar a una persona de su preferencia para representarlo/la en cualquier momento. El consumidor o representante del consumidor puede tomar los siguientes pasos para resolver un problema.

Quejas:

Una queja es una expresión de disgusto acerca de cualquier situación, con excepción de una "Acción".

- El consumidor puede poner una queja oralmente o por escrito al "PSM".
- El consumidor recibirá una resolución por escrito en 60 días.

Apelación Corriente

Una Apelación es una solicitud para revisar una Acción. Una Acción ocurre cuando el "PSM" niega, reduce, suspende, o para servicios previamente autorizados, niega pago para servicios, no provee servicios en el tiempo adecuado o no actúa según el tiempo indicado para la disposición de una queja, apelación corriente, o apelación rápida.

- El consumidor puede entregar una apelación oralmente o por escrito. Una Apelación oral tienen que ser seguida con una apelación escrita y firmada.
- Una apelación tiene que ser llenada dentro de 90 días de la fecha de la Acción.
- El consumidor recibirá una resolución por escrito dentro de 45 días.

Apelación Rápida

La apelación rápida se hace cuando la vida, salud o habilidad para tener o mantener su función máxima de un consumidor esta bajo riesgo.

- El consumidor recibirá una resolución dentro de 3 días.
- Trabajadores de Salud Mental determinarán si su apelación será considerada como corriente o rápida.
- Si la apelación rápida es negada, una notificación por escrito será mandada al consumidor y el proceso para una apelación corriente empezará.

Audiencia Justa del Estado

Si usted recibe Medí-Cal, usted tiene el derecho de pedir una Audiencia Justa del Estado en cualquier momento antes, durante, o después del proceso de la apelación. Lo que concierne bajo la Jurisdicción del Juez de la Ley Administrativa es lo relacionado a una Acción. Los beneficios continuarán mientras la Audiencia Justa del Estado está pendiente.

Advertencia

Formas para Quejas, Apelaciones Corrientes, o Apelaciones Rápidas están disponibles en todos los sitios donde se ubican los proveedores de los servicios o los puede obtener comunicándose con el Personal de Mejoramiento de Calidad

El consumidor será notificado por escrito que el Administrador de Salud Mental recibirá su queja o apelación. El miembro puede entregar información adicional para apoyar su caso por escrito o en persona.

El consumidor puede recibir asistencia para llenar una Queja, Apelación, o Audiencia Justa del Estado de:

Administrador de Salud Mental	(530) 822-7513
Administrador de Mejoramiento de Calidad	(530) 822-7200
Representante de los Derechos del Paciente	(530) 632-3202
Gratis	1-888-923-3800
TTY-CRS	1-800-735-2929