

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.

APRIL 16, 2013

- 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 Stocker
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
- A. Administrative Services
1. Authorize Budget Transfer in the total amount of \$8,000 to appropriate revenue and adjust budget expenditures for the County Airport. (125-13)
- B. Auditor-Controller
1. Authorize Budget Transfer in the amount of \$17,000 from Account No. 101-0000-361-6225 (CalRecycle-RWMA) to Account No. 101-0101-411-5201 (CalRecycle-RWMA) for 2012-13 Beverage Recycling and Recovery allocation. (126-13)
- C. Clerk of the Board of Supervisors
1. Approve minutes of the regular meeting of March 26, 2013. (127-13)
- D. Community Development and Services
1. Adopt resolution adopting engineer's report declaring intention to levy and collect assessments within Gledhill Landscaping and Lighting District for fiscal year 2013/2014. (128-13)
2. Approve Amendment No. 1 to agreement with Dyett and Bhatia regarding Development Code Update and authorize the Chair to execute same. (129-13)
- E. Health and Human Services
1. Adopt resolution to accept quote from Presidio Networked Solution, Inc for the Local Area Network (LAN) equipment upgrade; appropriate and accept additional revenue for the LAN equipment upgrade; and authorize Director and/or Purchasing Agent to execute any documents required. (130-13)
- IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

V. **SPECIAL PRESENTATION**

- A. Receive presentation regarding California Aviation Awareness Day. (Ten minute estimate) (131-13)

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Adopt resolution approving master lease agreement with Advanced Documents and authorizing Purchasing Agent to execute all subsequent agreements and related documentation for copier program. (Public Facilities Committee recommends approval) (Ten minute estimate) (132-13)

B. County Administrator

1. Approve amendment to the Marysville Traffic Fine Repayment Agreement and authorize the Chair to execute. (Ten minute estimate) (133-13)

C. Health and Human Services

1. Receive and accept letter of resignation from Yuba County Health Officer Dr. Joseph Cassady, D.O. to be effective June 7, 2013. (Five minute estimate) (134-13)

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 Chapters 13.00.032 and 13.00.052 of the Yuba County Ordinance Consolidated Fee Ordinance Code for Agricultural Commissioner and Health departments. (Finance and Administration Committee recommends approval) (Ten minute estimate) (135-13)
- B. Public Hearing - hold public hearing and adopt resolution amending Community Development Block Grant (CDBG) Program Income Reuse Plan a reuse plan governing program income from CDBG assisted activities. (Fifteen minute estimate) (136-13)

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

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

- A. Pending litigation pursuant to Government Code §54956.9(a) - In Conservatorship of Harvey
- B. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Health and Human Services v. R.K.
- C. Personnel pursuant to Government Code §54957 - Public Appointment Public Health Officer
- D. Personnel pursuant to Government Code §54957 - Public Appointment County Counsel
- E. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba

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

XI. **SPECIAL PRESENTATION**

- A. Receive project presentation from 2012 Executive Leadership Class. No background information (Thirty minute estimate) (137-13)

XII. **ADJOURN**

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY - CANCELLED

11:00 A.M. Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider budget transfer in the amount of \$196,408.62 from trust 391 (FEMA HMGP-Olivehurst Drainage) to the Road Fund - Community Development and Services (Five minute estimate) (138-13)

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.

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CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy - Director




125-13

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

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

April 16, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services 

SUBJECT: APPROVE BUDGET TRANSFER RELATED TO FUND 130 TO ADJUST REVENUE AND EXPENDITURES ANTICIPATED THROUGH JUNE 30, 2013

Recommendation:

Approve budget transfer document as presented.

Background:

The Airport prepares its annual budget based on estimated revenues and expenditures and does not have much leeway to provide additional funds for unanticipated expenses until such time as airport revenues are available.

Discussion:

The budget transfer is necessary to meet estimated expenditures through June 30 for general maintenance and airport utility costs. Although the airport expects an energy savings due to the recent light fixtures that were replaced with higher energy units, the budget estimate was too low.

Additional revenues not currently allocated for budget expenditures through June 30 are available. The Airport operates as an enterprise fund and develops a balance budget, projecting only those revenues necessary to meet budget commitments as part of the annual budget presentation.

Committee Action

This item was not presented to the Public Facilities Committee as the purpose is only to adjust revenue and expenditures to provide a balanced budget through June 30.

Fiscal Impact:

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

Attachment

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 3/26/2013

REQUEST FOR TRANSFER OR

TRANSFER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT ADMINISTRATIVE SERVICES (AIRPORT)

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2013

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
130-9500-15-00 130-9500-432-15-00	Insurance	2,000.00
130-0000-351-32-00	Rents & Leases Revenue	6,000.00

ACCOUNT NO.	NAME	AMOUNT
130-9500-432-15-00	Maintenance - Structures	3,000.00
130-9500-432-30-00	Utilities	5,000.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT				AMOUNT	
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER: Transfer necessary to meet expenses anticipated through 6/30/13; additional due to increased unanticipated maintenance; utilities were estimated too low in taking into account energy savings due to new lighting fixtures installed in the previous year; unallocated revenues anticipated through 6/30/13 are available.

APPROVED:

☐ AUDITOR-CONTROLLER

Signature

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Administrative Services Director
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

AUDITOR - CONTROLLER



126-13

C. RICHARD EBERLE, CPA

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

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: C. Richard Eberle, CPA, Auditor-Controller
Date: April 2, 2012
Re: Budget Transfer

Recommendation

Authorize budget transfer in the amount of \$17,000 to increase revenue and appropriation for Mandatory Commercial Recycling Law of the California Beverage Container Recycling and Litter Reduction Act (Public Resources Code 14581a4A). The Department of Resources Recycling and Recovery will be awarding the funds.

Background

Yuba County is eligible to participate in an estimated \$10,500,000 grant award for the fiscal year 2012-13. This award is based on per capita basis and calculated on population as of 1-1-2012. The funds will be used for recycling containers, educational flyers and field trips, special and outdoor events as well as outreach to business and family recycling programs. Yuba County has an agreement with Regional Waste Management Authority to fulfill the recycling program allocation of the grant funds. The goal of CalRecycle is to reach and maintain an 80% recycling rate for all California Refund Value (CRV).

Discussion

The Auditor-Controller is requesting the approval to increase the 2012-13 revenue within the Board of Supervisors budget and expenditure appropriation to recognize the revenue.

Committee Action

None.

Financial Impact

There is no net impact to the General Fund other than over head in the Auditor's Office to disburse the grant award due to the fact we pass on the funds received. This is an agreement with Regional Waste Management Authority.

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 3/22/2013

REQUEST FOR TRANSFER OR

TRANSFER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Auditor-Controller

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2013

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-361-6225		
CalRecycle-RWMA		17,000.00

ACCOUNT NO.	NAME	AMOUNT
101-0101-411-5201		
CalRecycle-RWMA		17,000.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT


REASON FOR TRANSFER: To budget mandatory Commercial Recycling Law for FY 2012-2013 through California Department Resources Recycling & Recovery and Regional waste Management Authority.

APPROVED:

☒ AUDITOR-CONTROLLER  3/22/13  Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

 Signature

3/22/13 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

The County of Yuba 127-13

BOARD OF SUPERVISORS



MARCH 26, 2013 – 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. Supervisor John Nicoletti absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Vasquez presided.

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

MOTION: Move to approve Consent Agenda MOVED: Hal Stocker SECOND: Roger Abe

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

A. Clerk of the Board of Supervisors

1. Approve meeting minutes from March 12, 2013. (102-13) Approved as written.

B. County Administrator

1. Authorize Budget Transfer in the amount of \$49,016 from the Auditors Suspense Fund (Fund 171) to the Computer Replacement Fund (Fund 219) for software and hardware planning and replacement. (103-13) Authorized.

C. Emergency Services

1. Adopt resolution authorizing the Director of Emergency Services or his designee to apply for grant funds under the Department of Water Resources Flood Emergency Response Projects program for the operational area joint communications trailer and associated support equipment. (104-13) Adopted Resolution No. 2013-26, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES OR HIS DESIGNEE TO APPLY FOR GRANT FUNDS UNDER THE DEPARTMENT OF WATER RESOURCES FLOOD EMERGENCY RESPONSE PROJECTS PROGRAM."

D. Health and Human Services

1. Adopt resolution declaring unused dental equipment as surplus county property and donate to a local non-profit and/or Federal Qualified Health Center, and authorize the Chair to execute documents as required to finalize the surplus and donation. (Human Services Committee recommends approval) (105-13) Adopted Resolution No. 2013-27, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION DECLARING TWO SETS OF UNUSED DENTAL EQUIPMENT AS SURPLUS COUNTY PROPERTY AND, PURSUANT TO THE RECOMMENDATION OF THE YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, DONATING THE UNUSED DENTAL EQUIPMENT EQUALLY TO THE BUTTE SIERRA DISTRICT DENTAL SOCIETY (BSDDS) AND TO THE PEACH TREE CLINIC (PEACH TREE), TWO LOCAL NON-PROFIT ORGANIZATIONS THAT HAVE BEEN PROVIDING DENTAL CARE TO THE CHILDREN OF YUBA COUNTY, A DONATION IN ACCORDANCE WITH GOVERNMENT CODE §25372."
2. Adopt resolution authorizing agreement with California Department of Health Care Services for participation in Medi-Cal administrative activities program for July 1, 2013 through June 30, 2016. (Human Services Committee recommends approval) (106-13) Adopted Resolution No. 2013-28, which is on file in Yuba County Resolution Book No. 44, entitled: "AUTHORIZE THE YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT TO ENTER INTO AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES, FOR PARTICIPATION IN THE MEDI-CAL ADMINISTRATIVE ACTIVITIES PROGRAM FOR THE PERIOD OF JULY 1, 2013 TO JUNE 20, 2016, AND AUTHORIZE THE CHAIR OF THE BOARD TO EXECUTE DOCUMENTS AS REQUIRED BY THE AGREEMENT AND ANY PERTINENT DOCUMENTS RELATED TO THIS PROGRAM AND TO AUTHORIZE THE ACCEPTANCE OF FUNDS."

IV. SPECIAL PRESENTATION

- A. Present Certificate of Recognition to Ken Godleski for exemplary service and dedication. (No background material) (Five minute estimate) (107-13) Chairman Vasquez recapped accomplishments and presented a Certificate of Recognition to Community Development and Services Associate Engineer Ken Godleski.
- B. Present proclamation proclaiming March 2013 as American Red Cross Month. (Five minute estimate) (108-13) Chairman Vasquez read and presented proclamation to Ms. Martha Griesse.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. Adopt resolution authorizing the Community Development and Services Director to sign a cooperative agreement with the City and County of San Francisco for environmental review of Recology's Conditional Use Permit and Solid Waste Facility permit for Ostrom Road Landfill and make related contract and agreement changes. (Ten minute estimate) (109-13) Planning Director Wendy Hartman recapped request and responded to Board inquiries.

Following Board discussion item was continued to 1:30 p.m.

The following individual spoke: Dr. Richard Paskowitz

B. County Administrator

1. Approve tax sharing agreement with City of Wheatland and authorize the Chair to execute. (Ten minute estimate) (114-13) Pulled at the City of Wheatland's request.

C. Treasurer-Tax Collector

1. Authorize distribution of excess proceeds in the amount of \$11,551.48 from the Tax Defaulted Subject to Sale properties sold at public auction in February 2012 to recorded party of interest as per Revenue and Taxation Code §4675(e). (Ten minute estimate) (110-13) Treasurer Dan Mierzwa provided a brief recap and responded to Board inquiries.

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

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

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance repealing and reenacting as amended Chapter 13.20 of the Yuba County Consolidated Fee Ordinance Code relating to Community Development and Services Agency fees for services to become operative on July 1, 2013. (Roll Call Vote Required) (Second Reading) (Ten minute estimate) (098-13) Chairman Vasquez opened the public hearing. No one came forward.

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

Adopted Ordinance No. 1524, which is on file in Yuba County Ordinance Book No. 23 entitled: "AN ORDINANCE REPEALING AND RE-ENACTING AS AMENDED CHAPTER 13.20 OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE."

VIII. CORRESPONDENCE - 111-13

- A. Letter from SafetyBeltSafe USA advising of Safety Seat Check Up Week March 31 - April 6, 2013. Accepted
- B. Letter from Federal Energy Regulatory Commission, Pacific Gas and Electric Company regarding Narrows No. 2 Transmission Line Project. Accepted
- C. Letter from Yuba County Grand Jury regarding condition of airport property.
At the request of the County Administrator, Chairman Vasquez created an Ad Hoc Committee to address Grand Jury request, appointing himself and Supervisor Abe to serve.

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- o Sacramento Area Council of Governments Board of Directors meeting held March 21, 2013
- o Yuba Sutter Transit Authority meeting held March 21, 2013

Supervisor Stocker:

- Attended Farm Board meeting held March 25, 2013
- Sacramento Bee article regarding pension reform

Supervisor Abe:

- Regional Council of Rural Counties meeting held March 30, 2013
- Ground Water Management meeting held March 21, 2013
- Employee Service Awards luncheon held March 22, 2013
- Olivehurst Public Utilities District special meeting held March 25, 2013
- Memorial Adjournment – Mrs. Pam Minor
- Memorial Adjournment – Mr. Rick Janway

Supervisor Vasquez

- Wounded Warriors dinner held March 23, 2013
- Olivehurst Public Utilities District special meeting held March 25, 2013

County Counsel Angil Morris-Jones: Will be out of the office April 1 – 5, 2013

County Administrator Robert Bendorf:

- Sacramento Bee article regarding pension reform
- All County budgets have been received
- Olivehurst Public Utilities District special meeting held March 25, 2013

X. CLOSED SESSION:

- A. Pending litigation pursuant to Government Code §54956.9(a) - In Conservatorship of Harvey Postponed to April 16, 2013
- B. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Health and Human Services v. R.K. Postponed to April 16, 2013
- C. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba

XI. RECESS AT 10:29 A.M. TO 1:30 P.M.

A. Community Development and Services (Continued)

- 1. Adopt resolution authorizing the Community Development and Services Director to sign a cooperative agreement with the City and County of San Francisco for environmental review of Recology's Conditional Use Permit and Solid Waste Facility permit for Ostrom Road Landfill and make related contract and agreement changes. (Ten minute estimate) (109-13) Chief Deputy County Counsel John Vacek and Mrs. Hartman responded to specific inquiries regarding indemnification.

MOTION: Move to adopt resolution with amended language to items 3C and D of the Cooperative Agreement

MOVED: Mary Jane Griego SECOND: Hal Stocker

AYES: Mary Jane Griego Hal Stocker, Andy Vasquez

NOES: Roger Abe ABSENT: John Nicoletti ABSTAIN: None

Adopted Resolution No. 2013-29, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION TO AUTHORIZE THE COMMUNITY DEVELOPMENT AND SERVICES AGENCY DIRECTOR TO SIGN A COOPERATIVE AGREEMENT BY AND BETWEEN COUNTY OF YUBA AND CITY OF AND COUNTY OF SAN FRANCISCO CONCERNING COOPERATIVE EFFORTS TO COMPLETE ENVIRONMENTAL REVIEW OF AMENDMENTS TO RECOLOGY'S CONDITIONAL USE PERMIT AND SOLID WASTE FACILITY PERMIT FOR OSTROM ROAD LANDFILL AND RELATED AGREEMENTS BETWEEN RECOLOGY AND SAN FRANCISCO ASSOCIATED WITH THE RECOLOGY GREEN RAIL PROJECT AND AUTHORIZE DIRECTOR TO MAKE ANY NECESSARY CHANGES TO RELATED CONTRACTS AND AGREEMENTS."

XII. HEALTH AND HUMAN SERVICES

- A. Receive report on requirements to implement the Federal Affordable Care Act; approve various agreements, position requests and costs to establish a customer call center model and authorize the Chairman to execute same; authorize budget transfer in the amount of \$495,080 allocating funds; and take additional action as appropriate. (60 minute estimate) (112-13) Health and Human Services Director Suzanne Nobles provided a Power Point presentation on the following and responded to Board inquiries:

- Eligibility
- Types of available health care coverage
- Health Care Coverage Enrollment
- Call centers and hours of operation
- Human Services Role and Goals
 - Coordinate with Human Resources
 - Meet and confer with Employee Unions
 - Recruitment

Deputy Director Kathy Cole recapped the following and responded to Board inquiries:

- Start up costs
- Funding split of 90% Federal and 10% State
- Staffing
 - 1 Limited Term Project Manager
 - 2 Work Force Planners/Schedulers
 - 19 call agents

The following individual spoke: Mr. Richard Boyd

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

XIII. ADJOURN: at 3:06 pm by Chairman Vasquez in memory of Mrs. Pam Minor and Mr. Richard "Rick" Janway.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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


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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Yuba County Board of Supervisors

FROM: Michael Lee, Public Works Director 

SUBJECT: Gledhill Landscaping and Lighting District, Resolution adopting the Engineer's Report and declaring intention to levy and collect assessments.

DATE: April 16, 2013

Recommendation

Adopt the attached Resolution approving the Engineer's Report and declaring your Boards intent to levy and collect assessments within the Gledhill Landscaping and Lighting District for fiscal year 2013/2014.

Background

Gledhill Landscaping and Lighting District was formed on July 1, 1993. Per the Streets and Highway Code an Engineer's Report shall be prepared and filed each year.

Discussion

The assessment, shown in the engineer's report, will provide revenue needed to operate the district for fiscal year 2013-2014. There has been no change in the assessment rate from last year's rate. There are 3669 dwelling units that are assessed at \$13.20 for the total revenue of \$48,430.80 for the fiscal year 2013-2014. These funds are used to operate and maintain Fernwood Park in East Linda and Friendship Park in West Linda. In particular, the funds will be used to maintain existing landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and perform other work required to operate the district.

Committee Action

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachment

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

**RESOLUTION TO ADOPT ENGINEER'S)
REPORT AND DECLARE INTENTION TO)
LEVY AND COLLECT ASSESSMENTS)
WITHIN GLEDHILL LANDSCAPING AND)
LIGHTING DISTRICT)**

RESOLUTION NO. _____

WHEREAS, the Landscaping and Lighting Act of 1972 (Division 15, Part 2, Chapter 3, of the Streets and Highways Code (commencing with section 22620) which relates to the levy of annual assessments after formation of a landscaping and lighting district, requires the legislative body to approve the Engineer's Report and adopt a resolution of intention to levy and collect assessments; and

WHEREAS, the engineer shall prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of Part 2 of the Streets and Highways Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby:

1. Approves the Engineer's Report for Gledhill Landscaping and Lighting District for fiscal year 2013-2014.
2. Declares its intention to levy and collect assessments within the assessment district for fiscal year 2013-2014 in compliance with Streets and Highway, Code section 22624.
3. Declares that the work proposed in the Engineer's Report includes maintenance of existing landscaping, and repair and maintenance of recreation areas and equipment as required to maintain parks within the Gledhill Landscaping and Lighting District for fiscal year 2013-2014.
4. Declares that the Gledhill Landscaping and Lighting District is located in the community of Linda.
5. Declares that the Engineer's Report is on file with the Clerk of the Board of Supervisors at 915 8th Street, Marysville, California, where it may be reviewed for a full and detailed description of the improvements, boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the district.
6. Declares that the proposed assessments consist of no increase from the current rate of \$13.20 per year per dwelling unit.
7. Declares that a public hearing be scheduled on May 14, 2013 at 9:30 a.m. in the Board of Supervisors Chambers at 915 8th Street, Marysville, California, where all interested persons will be given an opportunity to be heard and all oral statements and written protests made prior to the close of the public hearing will be considered.

8. Declares that any interested person may, prior to the conclusion of the hearing, file a written protest with the Clerk of the Board of Supervisors, or having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property.

9. Declares that the Clerk of the Board of Supervisors shall publish a notice of public hearing one time at least ten days prior to the public hearing.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2013, by the following vote:

AYES:

NOES:

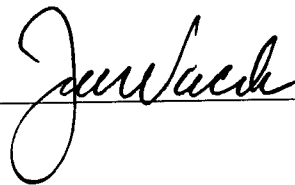
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



**ENGINEER'S REPORT
GLEDHILL LANDSCAPING AND LIGHTING DISTRICT
FISCAL YEAR 2013-2014
COUNTY OF YUBA**

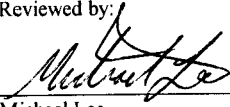
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APPENDIX	A	COST ESTIMATE
APPENDIX	B	MAP

Prepared By:

Judy Zirion
Engineering Technician
Department of Public Works
(530) 749-5420

Reviewed by:



Michael Lee
RCE 55795
Exp 12-31-14

**ENGINEER'S REPORT
GLEDHILL LANDSCAPING AND LIGHTING DISTRICT**

22568

Section I: Plans and Specifications

a. Detail Plans
Not applicable

b. Scope of Work

Fiscal Year 2013 - 2014

1. Continue to maintain the landscaping.
2. Continue the maintenance of the athletic areas.
3. Continue the maintenance and replacement of damaged recreation equipment.
4. Improve the existing irrigation facilities.
5. Install new irrigation and landscaping.

22569

Section II: Estimate of Cost

a. Net amount to be assessed per Dwelling Unit on annual basis within the assessment district.	\$ 13.20
b. Dwelling Units within the assessment district.	3669
c. Total income within the assessment.	\$48,430.80
d. Amount of surplus carried over from a previous year.	\$26,710.26
e. Garden reimbursement for water use.	0
f. Interest/Grants	\$638.00
g. Total budget 2012 – 2013	\$75,779.06
h. Detailed cost estimate enclosed as Appendix "A" total cost of construction, maintenance and/or services.	\$75,779.06

22570

Section III: District Diagram

- a. District map enclosed as Appendix "B"
- b. Assessor's Parcel Numbers will be used to give each lot or parcel a district alpha-numeric label for the Gledhill Landscaping and Lighting District.

22572

Section IV: Assessment

"Dwelling unit shall mean a building or portion thereof designed for or occupied exclusively for residential purposes, including one-family or each unit of multi-family dwelling.

- a. Each dwelling unit is to be assessed \$1.10 each month or \$13.20 each year.
- b. For a description of each parcel, please refer to the Yuba County Assessment Rolls.
- c. Each dwelling unit within the district will be assessed the same amount, receiving equal benefit for improvements within the district.
- d. No notes or bonds have been issued at this time.

22567

Section V: Bond or Note Issuance

- a. None to be issued.

ENGINEER'S REPORT
APPENDIX "A" - COST ESTIMATE

1. PROFESSIONAL SERVICES:

A. Landscape Maintenance	\$38,500.00
B. Repairs to Sprinkler Systems	\$5,000.00
C. Project Supervision Coordination	0
D. Public Works Administration	\$5,000.00
E. Open and Close Fernwood Park	0
F. Recreation Equipment and Sports Area Repairs and Maintenance - Reserve.	\$18,279.06
G. Insurance	\$5,000.00
Subtotal:	\$71,779.06

2. UTILITIES	\$4,000.00
Water (\$2,500.00)	
Electrical (\$1,500.00)	
Subtotal:	\$75,779.06

TOTAL: \$75,779.06

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



129-13

BUILDING
9-5440 • Fax 749-5616

ODE ENFORCEMENT
9-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Wendy W. Hartman, Director of Planning

DATE: April 16, 2013

SUBJECT: Amendment #1 to Professional Services Agreement for Development Code Update

RECOMMENDATION:

Staff recommends that the Board of Supervisors authorizes the Chairman to sign the First Amendment to the Professional Services Agreement between Dyett & Bhatia and the County of Yuba pertaining to the Development Code Update.

BACKGROUND/DISCUSSION:

The Yuba County Planning Department applied for and was awarded a grant from the California Strategic Growth Council (SGC) for the preparation of a comprehensive update to our zoning ordinance and development codes (County Code Chapters 11-12). The application and initial scope of work assumed that the majority of the Development Code update would be prepared by staff within the Planning Department. Due to the significant reduction in Planning staff and impending expiration of the grant, the Planning Department needs additional assistance from Dyett & Bhatia to complete the project on time.

The new scope of work will replace Tasks 2 through 4 of the original Professional Services Agreement (PSA) between Dyett & Bhatia and the County. The revised scope of work also includes the preparation of a Zoning Map in both print and GIS. A revised cost estimate has also been included as an attachment to the First Amendment to the PSA.

FISCAL IMPACT:

The additional services being provided by Dyett & Bhatia will be covered by the SGC Prop 84 grant funds. There will not be any impact to the General Fund for these additional services.

Attachments:

1. First Amendment to the Professional Services Agreement (Dyett & Bhatia.)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

Dyett & Bhatia

This is the first amendment to the Agreement, dated October 5, 2010, for consultant services between the County of Yuba (County) and Dyett & Bhatia. (Consultant) ("First Amendment").

Pursuant to Section D.22, "Modification" of the Agreement, the following changes to the terms and conditions are hereby made:

1. **Attachment "A" Section "A.1.1 – Scope of Work"** is modified by deleting Tasks 2-4 and replacing them with the amendment scope of work dated March 15, 2013 for the preparation of a Development Code Update, Zoning Map, and Design Guidelines (**Amendment 1: Additional Services Scope of Work**). The Additional Services Scope of Work added to this agreement and the added costs thereof are reflected in:
2. **"ATTACHMENT A,"** affixed hereto, marked as **"Amendment 1: Additional Services Scope of Work"**, and by this reference said section is incorporated herein and is apart hereof as though set forth in full.
3. **Modify Base Contract Fee B.1:** In addition to the fees for services previously paid, the COUNTY shall pay CONSULTANT a contract fee not to exceed One Hundred Sixty-Five Thousand dollars (\$165,000) which includes Forty Thousand dollars (\$40,000) of remaining funds from previous contract and up to Thirty Thousand dollars (\$30,000) as contingency for unforeseen tasks or additional public outreach.

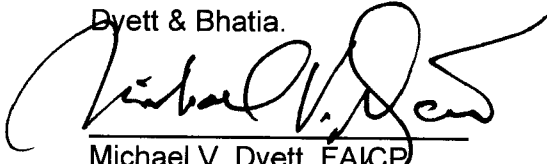
All other terms and conditions remain unchanged.

In witness whereof, the parties hereto have executed this Amendment #1 to the Agreement on _____, 2013.

"COUNTY"
County of Yuba

Chairman of the Board of Supervisors

"CONSULTANT"
Dyett & Bhatia.



Michael V. Dyett, FAICP
Principal

APPROVED AS TO FORM



Angil P. Morris-Jones
County Counsel

Dyett & Bhatia Additional Services Proposal: Development Code Update Drafting and Preparation of Zoning Map and Design Guidelines

March 15, 2013

The Development Code Update project began as a collaborative effort between County staff and Dyett & Bhatia (D&B) where D&B's work focused on establishing frameworks, such as annotated outlines and templates, which summarize approaches and provide direction for the drafting of regulations and completion of the updated Code. D&B was also responsible for drafting of form-based standards for select areas of the County. Staff was tasked with the actual drafting of text, with D&B oversight, guidance, and assistance in peer review and final editing.

Due to the limited availability of staff, additional work is required by D&B to complete the Development Code Update project. The County also wishes to incorporate Design Guidelines and an update of the Zoning Map into the scope of work.

The following is a summary of additional work Dyett & Bhatia will be providing in assuming additional drafting responsibilities to complete the Development Code Update and preparation of the Zoning Map and Design Guidelines. These work tasks include:

1. Development of updates to the Development Code in "modules" of draft regulations (Administrative Procedures, Countywide and Special Purpose Standards, and District Regulations);
2. Preparation of Powerpoint presentations for each module for staff to use at review meetings with the Technical Advisory Committee (TAC);
3. Preparation for and participation in three public workshops;
4. Preparation of an Administrative Draft Unified Development Code, Design Guidelines, and Zoning Map;
5. Preparation of an Public Review Draft Unified Development Code, Design Guidelines, and Zoning Map;
6. Preparation for and participation in three additional meetings with the TAC, Planning Commission and Board of Supervisors; and
7. Preparation of a Final Unified Development Code, Design Guidelines, and Zoning Map.

The specific work associated with these tasks is as follows; costs are on page 7.

Task 1 and portions of Task 2 of the original work program have been completed. The revised work program and budget only includes efforts yet to be accomplished for completion of the Development Code Update. All efforts are to be completed by D&B unless specifically indicated as staff efforts.

Work Program

TASK 2: ADMINISTRATIVE DRAFT UNIFIED DEVELOPMENT CODE (UDC)

A. Diagnosis Report Workshop.

- D&B will conduct a Diagnostic Report public workshop that highlights the direction for the new Code, distills the key choices and presents the “big ideas”—a new framework for development controls for Yuba County.
- D&B will prepare a meeting summary of comments made and summary of items for further discussion with County staff. D&B will update the Annotated Outline as warranted.

Meetings: *Diagnosis Report Workshop*

Products: *Meeting Summary*
 Amended Annotated Outline (if warranted)

B. Administrative Procedures

- *Module 1: Administration.* D&B will prepare Module #1, Administration, including proposed amendments to administrative provisions; review with County staff and revise, based on County staff comments.
- *Module 1 Powerpoint.* D&B will prepare a powerpoint presentation conveying the key components and policy choices related to the draft Administrative Procedures for County staff use at the TAC meeting.
- *(Staff) TAC Meeting.* Conduct a TAC meeting to review Module #1 and forward TAC comments to D&B for incorporation into the Administrative Draft UDC.

Meetings: *County Staff teleconference to review Module #1*
 TAC Meeting (Staff)

Products: *Module 1: Administration*
 Module 1 Powerpoint

C. County-wide and Special Purpose Standards

- *Module 2: County-wide and Special Purpose Standards.* D&B will prepare Module #2, County-wide and Special Purpose Standards. Module 2 will include new or revised standards and performance requirements as needed, building on comments from the Diagnostic Report; review with County staff and revise, based on County staff comments.
- *Module 2 Powerpoint.* D&B will prepare a powerpoint presentation conveying the key components and policy choices related to the draft Countywide and Special Purpose Standards for County staff use at the TAC meeting.

- **(Staff) TAC Meeting.** Conduct a TAC meeting to review Module #2 and forward TAC comments to D&B for incorporation into the Administrative Draft UDC.
- **Public Workshop.** Prepare for and conduct a public workshop on Module #2, County-wide and Special Purpose Standards.

Meetings: *County Staff teleconference to review Module #2*
 TAC Meeting (Staff)
 Public Workshop

Products: *Module #2: County-side and Special Purpose Standards*
 Module 2 Powerpoint

D. District Regulations and Zoning Map

- **(Staff) Use Regulations.** Using the D&B prepared Use Regulation Table template and Use Classifications, evaluate current use regulations and identify changes needed in permitted uses and conditional uses to implement the General Plan, respond to Staff and stakeholder concerns, and the technical review. Input proposed use regulations into Use Regulation Table templates provided by D&B for inclusion in Module 3: District Regulations.
- **Development Standards.** Analyze current development standards and prepare new or revised district development standards. D&B will prepare form-based design and development standards for select areas of the County within the Valley Growth Boundary and traditional development standards for the other areas of the County.
- **Overlay Districts.** Analyze current overlay district standards and prepare new or revised standards.
- **Zoning Map.** Preparation of the Draft Zoning Map will include analysis of where new or revised zones should be applied to areas within the County to ensure implementation of the vision established in the General Plan. The General Plan land use designations were intentionally written to be both comprehensive and broad, allowing flexibility in implementation. The Zoning Map must identify specific zoning districts to support the precise land use and development standard application and implement the goals and policies of these broad land use designations. For example, the General Plan Valley Neighborhood land use classification allows a wide variety of residential, commercial, public and quasi-public, and open space uses aimed at creating complete neighborhoods in the valley portions of the County. The Draft Zoning Map will identify specific zoning districts within these areas to accomplish the vision of complete neighborhoods. This will include the testing of different areas to determine where new zones, such as those aimed at creating neighborhood centers, mixing uses, or providing for small-lot residential development should be located, consistent with the General Plan.

The Draft Zoning Map will be prepared using GIS and the County's land use GIS database of existing zoning and General Plan land use designations as a basis. The map will be formatted to ensure usability and readability, using techniques such as tiling or inserts of areas with fine-grained zoning (e.g. Specific Plan areas) and prepared to serve as a companion document to Module 3: District Regulations to facilitate review. The Map

also will be in a format for easy Web-posting for public review or CDs could be made for distribution to those who may not have Internet access.

- **Prepare Module 3: District Regulations.** D&B will incorporate the use regulations, development standards, overlay district regulations, and rules of measurement into Module 3, District Regulations; review with County staff and revise, based on County staff comments.
- **Module 3 Powerpoint.** D&B will prepare a powerpoint presentation conveying the key components and policy choices related to the draft District Regulations and Zoning Map for County staff use at the TAC meeting.
- **(Staff) TAC Meeting.** Conduct a TAC meeting to review Module #3 and the Draft Zoning Map.
- **Public Workshop.** Conduct a public workshop on Module #3, District Regulations and the Draft Zoning Map.

Meetings: County Staff teleconference to review Module #3 and the Draft Zoning Map
TAC Meeting (Staff)
Public Workshop

Products: Module 3: District Regulations:
Use Regulations (Staff)
Development Standards
Overlay Districts
Zoning Map
Module 3 and Zoning Map Powerpoint

E. Design Guidelines

- **Prepare Draft Guidelines.** Prepare a set of design guidelines to complement the district development standards and provide design guidance to applicants and County staff and criteria for project review. The development standards in Module #3 will address a number of design issues. Design Guidelines will be developed to be well-integrated with the standards, offering a more detailed description of the General Plan's development objectives than may be apparent from the standards alone. The design guidelines will include general guidelines and guidelines applicable to specific placetypes. General guidelines will use recent community plans, such as the Olivehurst Sustainable Community and Economic Revitalization Plan as a foundation, as appropriate. The Design Guidelines will include guidelines for the Neighborhood Center, Commercial Center, and Employment Center placetype typologies defined in the Yuba County General Plan. Review with County staff and revise, based on County staff comments.
- **Design Guidelines Powerpoint.** D&B will prepare a powerpoint presentation conveying the key components and policy choices related to the draft Design Guidelines for County staff use at the TAC meeting.
- **(Staff) TAC Meeting.** Conduct a TAC meeting to review the Design Guidelines.

- **Public Workshop.** Conduct a public workshop on the Design Guidelines.

*Meetings: County Staff teleconference to Design Guidelines
TAC Meeting (Staff)
Public Workshop*

*Products: Design Guidelines
Design Guidelines Powerpoint*

F. Administrative Draft UDC

- **Administrative Draft Code, Design Guidelines, and Zoning Map.** Review comments on draft “modules” and prepare an Administrative Draft Code, Design Guidelines, and Zoning Map for County staff review. The administrative draft code will provide illustrated design guidance, development standards, environmental performance standards, and procedural/administrative requirements. Contents will include form-based development standards, conservation subdivision design, hillside development, fire-safe site planning and building design, energy conservation design, open space site planning, commercial signage, water sensitive site design, and stormwater quality site design. D&B will incorporate sections prepared by staff (Consumer Disclosure, Fire Safe Regulations, Grading, Environmental Review, Development Agreements, and Division IV, Land Divisions).
- **(Staff) TAC Meeting.** Conduct a TAC meeting to review the Administrative Draft Code, Design Guidelines, and Map.

*Meetings: Staff meeting to review Admin Draft UDC, Design Guidelines, and Zoning Map
TAC meeting (Staff)*

*Products: Admin Draft UDC, Design Guidelines, and Zoning Map
Meeting materials*

TASK 3: DRAFT UDC

- A. **Public Review Draft.** Prepare public review draft code, design guidelines, and zoning map, incorporating County staff and TAC comments.
- B. **Assist staff in preparing for the public review process and adoption process,** including summary materials on the Pubic Review Draft UDC, Design Guidelines, and Zoning Map for use in staff reports to the Planning Commission and Board of Supervisors, public workshops and hearings, and briefings for key interest groups. A “comment form” could be used to focus comments on specific sections of the text and allow comments to be consolidated and responses prepared efficiently.
- C. **Public Meetings.** Attend one additional TAC meeting, Planning Commission and Board of Supervisors meeting.

Meetings: *Public Meetings (3) on the new Code and Zoning Map*

Products: *Public Review Draft UDC, Design Guidelines, and Zoning Map*
 Meeting materials (D&B)

TASK 4: FINAL UDC

A. Prepare Final UDC, Design Guidelines, and Zoning Map. Based on Board of Supervisors action and final text changes provided by County staff, prepare the final code, design guidelines, and map. The document will be produced in a Web-ready format (Adobe Portable Document Format [PDF]), fully-searchable with graphics.

Products: *Final UDC, Design Guidelines, and Zoning Map*

Budget

The budget to complete the Development Code Update, including Design Guidelines and Zoning Map is estimated to be \$135,000. Hours and fee per person and per task are shown on the following pages.

The proposed budget is broken down by sub-task so that the County may see the various components for completion and how each component affects the overall cost. We offer our flexibility in crafting a work program that accomplishes the County's goals within the required time and budget.

The budget remaining from the original scope is approximately \$45,000. To complete the work tasks outline in the revised scope of work, this budget would require a \$90,000 augmentation. The budget represents our preliminary estimate of the effort required to complete the work based on our understanding of the project; we would be happy to work with staff to revise the scope and/or budget to best meet the County's needs.

BUDGET ASSUMPTIONS

Our budget is based on the following assumptions:

- **Invoices.** Invoices will be based on hourly costs, and will be submitted monthly, up to the guaranteed maximum fees.
- **Meeting Attendance.** The budget assumes attendance at meetings as shown in the Scope of Work. Costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee.
- **Consolidated Comments and Direction.** County staff will provide a single set of consolidated comments on the review drafts of all documents.
- **Electronic Documents.** We will provide digital files of documents in Word and Adobe PDF formats, available by FTP transfer and CD-ROM.
- **Printing.** The budget assumes that the County will be responsible for printing of documents for distribution and all meeting notice materials.
- **Mailing Costs and Other Direct Costs.** The budget includes direct costs related to the project, including mailing costs, in-house printing costs, and other similar reimbursable expenses.

HOURS BY TASK
March 15, 2013

	Task 2						Task 3	Task 4	TOTAL
	Diagnostic Report Workshop	Administrative Procedures	Countywide and Special Purpose Standards	District Regulations and Zoning Map	Design Guidelines	Admin Draft	Draft UDC	Final UDC	
Dyett & Bhatia									
Martha Miller, Principal	8	20	16	44	20	24	60	16	208
Michael V. Dyett, Principal		8	8	8	8	8	8		48
Senior Associate		40	70	16		60	60	30	276
Planner/Urban Designer	12			120	110	20	60	20	342
Graphic Manager/GIS			16	80	40	30	30	16	212
Senior Graphic Designer					40				40
Project Associate		4	4	8	8	12	16	8	60
TOTAL HOURS	20	72	114	276	226	154	234	90	1,186

BUDGET BY TASK
March 15, 2013

	Hourly Rate	Task 2						Task 3	Task 4	TOTAL
		Diagnostic Report Workshop	Administrative Procedures	Countywide and Special Purpose Standards	District Regulations and Zoning Map	Design Guidelines	Admin Draft	Draft UDC	Final UDC	
Dyett & Bhatia										
Martha Miller, Principal	\$ 150	\$ 1,200	\$ 3,000	\$ 2,400	\$ 6,600	\$ 3,000	\$ 3,600	\$ 9,000	\$ 2,400	\$ 31,200
Michael V. Dyett, Principal	200		1,600	1,600	1,600	1,600	1,600	1,600		9,600
Senior Associate	130		5,200	9,100	2,080		7,800	7,800	3,900	35,880
Planner/Urban Designer	90	1,080			10,800	9,900	1,800	5,400	1,800	30,780
Graphic Manager/GIS	90			1,440	7,200	3,600	2,700	2,700	1,440	19,080
Senior Graphic Designer	90					3,600				3,600
Project Associate	65		260	260	520	520	780	1,040	520	3,900
Direct Cost		75	75	75	75	130	130	200	200	960
TOTAL FEE		\$2,355	\$10,135	\$14,875	\$28,875	\$22,350	\$18,410	\$27,740	\$10,260	\$135,000

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



130-13

**Joseph W. Cassady, D.O.,
Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: *Suzanne Nobles*
Suzanne Nobles, Director
Health & Human Services Department

DATE: April 16, 2013

SUBJECT: Board of Supervisors approval for the Local Area Network (LAN)
Equipment Upgrade and Appropriation of Funds

RECOMMENDATION: Approval by the Board of Supervisors is recommended for the Health and Human Services Department (HHSD) to appropriate and accept additional HHSD revenue in the amount of \$427,463.00 for the upgrade of the Local Area Network (LAN) equipment, for HHSD to accept the quote presented by Presidio Networked Solutions, Inc., (Presidio) and to authorize the HHSD Director and/or the Yuba County Purchasing Agent to execute pertinent documents required to accomplish the Presidio quote.

BACKGROUND: Presidio performed a network assessment on the Yuba County LAN network in December 2012. Presidio recommended the County replace the existing network equipment that is no longer supported by the manufacturer as well as upgrade the Wide Area Network (WAN) links between the Packard Building, the Courthouse and the Government Center. The new manufacturer-supported design will upgrade the current Yuba County system and support the continued growth of the data and voice LAN network.

DISCUSSION: HHSD submitted a County Advance Planning Document (APD) to the California Health and Human Services Agency Office of Systems Integration (OSI) for the LAN equipment upgrade based upon Presidio's recommendations. The APD was approved by OSI. Presidio is prepared to provide the equipment, services and support needed to implement the network upgrade project.

COMMITTEE: Committee was by-passed due to time constraints.

FISCAL IMPACT: Approval of the network upgrade will be funded by State and Federal funds. There will be no cost to the County General Fund.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

AUTHORIZE THE YUBA COUNTY HEALTH)
AND HUMAN SERVICES DEPARTMENT TO)
ACCEPT THE QUOTE PRESENTED BY)
PRESIDIO NETWORKED SOLUTIONS, INC.,)
FOR THE LOCAL AREA NETWORK (LAN))
EQUIPMENT UPGRADE; TO APPROPRIATE)
AND ACCEPT ADDITIONAL HHSD)
REVENUE FOR THE LAN EQUIPMENT)
UPGRADE; AND TO AUTHORIZE THE)
DIRECTOR OF THE HEALTH AND HUMAN)
SERVICES DEPARTMENT AND/OR THE)
PURCHASING AGENT TO EXECUTE ANY)
DOCUMENTS REQUIRED TO ACCOMPLISH)
THE PRESIDIO QUOTE)

Resolution No. _____

WHEREAS, the current Yuba County Local Area Network (LAN) equipment has reached end of support and will not be able to meet the county's future needs;

WHEREAS, Yuba County Administrative Services consulted with Presidio Networked Solutions, Inc., (Presidio) to perform a network assessment and provide a quote for an end-to-end solution upgrade to the Yuba County LAN network;

WHEREAS, Presidio recommended the County replace the existing network equipment that is no longer supported by the manufacturer as well as upgrade the Wide Area Network (WAN) links between the Packard Building, the Courthouse, and the Government Center at a cost of \$390,025.00 (hardware) plus \$37,438.00 (services) for a total cost of \$427,463.00. The new manufacturer-supported design

will upgrade the current Yuba County system and support the continued growth of the data and voice LAN network;

WHEREAS, HHSD submitted a County Advance Planning Document (APD) to the California Health and Human Services Agency Office of Systems Integration (OSI) for the LAN equipment upgrade. The APD was approved by OSI. The equipment requested in the APD will be purchased utilizing California Department of General Services Strategically Sourced Contracts for Information Technology Hardware – Personal Computer Goods. Presidio is prepared to provide the equipment, services and support needed to implement the network upgrade project.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Yuba authorizes the Director of HHSD to accept the quote by Presidio Networked Solutions, inc., for the LAN equipment upgrade and to appropriate and accept the additional HHSD revenue in the amount of \$427,463.00 to fund the LAN equipment upgrade project.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba that the Director of HHSD and/or the Yuba County Purchasing Agent is hereby authorized to execute any documents required to accomplish the Presidio quote for the LAN equipment upgrade project.

A copy of the said documents or any amendments thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ____ day of _____, 2013, 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

By:  _____



*SPECIAL
PRESENTATIONS*

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The County of Yuba

Department of Administrative Services

Doug McCoy - Director



131-13

PORT	741-6248
LANDING & GROUNDS	749-7880
UTILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

April 16, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Mary A. Hansen, Airport Manager

SUBJECT: SPECIAL PRESENTATION – CALIFORNIA AVIATION AWARENESS DAY

The 1st Annual California Aviation Awareness Day is scheduled for Wednesday, April 24, 2013, on the north steps of the State Capitol, Sacramento. The presentation will explain the purpose of the day and how it relates to the Yuba County Airport.

A powerpoint presentation will be made to the Board.

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COUNTY
DEPARTMENTS

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132-13

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: April 9, 2013
Re: County Copier Program

Recommendation

Approve the master lease agreement with Advanced Documents, and further, approve the attached resolution authorizing the Purchasing Agent to execute all subsequent agreements and related documentation for a renewed digital imaging (copier) program for all County agencies.

Background

The County's overall agreement for digital imaging systems (copiers) is expiring. Administrative Services conducted a survey of our existing equipment and the current users across the County. We identified many of the units are significantly under their anticipated duty cycles, and thus have a great deal of 'life' left in them. We have also identified most users are satisfied with their current equipment. There were a couple exceptions, and those were identified and the changes are included in this program as designed.

Discussion

As a result of the surveys, it was identified we can extend the current leases on the existing equipment and reduce the County's overall cost for our copier 'architecture.'

Administrative Services has worked with our current vendor to negotiate new pricing on retaining most of our existing copier assets and to include new equipment where machines were nearer to the end of their life, or where users had unmet needs.

The agreement we are presenting today includes a mix of existing and new equipment, but represents a monthly lease reduction of \$2690; or \$96,840 over the course of the three year term.

Committee Action

The Public Facilities Committee has recommended approval of this action

Fiscal Impact

Copier costs are charged back to the respective departments. Some equipment is shared across departments and individual use is tracked on each machine. Our former monthly cost for leases and maintenance was \$7702 and our new rate will be \$5012 per month.

These costs include leasing, equipment maintenance, and basic supplies (toner, staples, etc.)

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

**RESOLUTION APPROVING THE MASTER)
LEASE AGREEMENT WITH ADVANCED) RESOLUTION NO. _____
DOCUMENTS AND, FURTHER,)
AUTHORIZING THE PURCHASING AGENT)
TO EXECUTE ALL SUBSEQUENT)
AGREEMENTS AND RELATED)
DOCUMENTATION FOR A RENEWED)
DIGITAL IMAGING (COPIER) PROGRAM)
FOR ALL COUNTY AGENCIES)**

WHEREAS, the County of Yuba needs digital imaging /copier systems to conduct its daily business; and

WHEREAS, the County competitively bid the current set of copier systems three years ago; and

WHEREAS, most of the equipment currently in place across the County has significant ‘residual life’ and has the capacity to continue in operation without impacting service levels; and

WHEREAS, by retaining and extending the life of the current equipment under a new lease agreement, the County can reduce the operational cost of its copier fleet; and

WHEREAS, under this new agreement those departments that are near or have exceeded the anticipated useful life of their equipment will receive new equipment;

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby approves the attached Master Lease Agreement between the County of Yuba and Advanced Document Concepts to retain and/or replace copier/imaging equipment; and further authorizes the Purchasing Agent to execute all subsequent documents and agreements pursuant to this Master Agreement upon approval by County Counsel of said documents.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

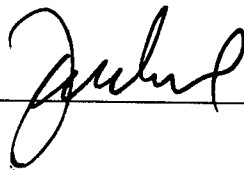
ABSENT:

ABSTAIN:

ANDY VASQUEZ, CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





EQUIPMENT FINANCE

CALIFORNIA JUDICIAL REFERENCE AGREEMENT

AGREEMENT #

This California Judicial Reference Agreement ("**Agreement**") is entered into in connection with any existing financing ("**Financing**") provided by ("**Lessor/Secured Party**") to County of Yuba ("**Customer**") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, guaranties, and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "**Financing Documents**."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "**Parties**") agree as follows:

1. Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
3. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.
4. If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
5. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
6. Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a Party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any of Dispute.
7. If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.

8. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee.

9. In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.

10. THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of _____, 20__.

County of Yuba

Lessor/Secured Party

Customer

Signature

X

Signature

Title

Date

Title

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

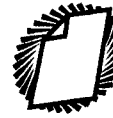


EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO.

Supplier:

**ADVANCED
Document**
CONCEPTS For Business702 Nord Avenue
Chico, CA 95926
Phone: 530.893.8711
Fax: 530.893.9027**Lease Agreement**

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092

Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
County of Yuba			915 8th Street	
CITY	STATE	ZIP	PHONE	FAX
Marysville	Ca.	95901	(530) 749-7880	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	

CITY	STATE	ZIP	E-MAIL
------	-------	-----	--------

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
2 ea. Kyocera KM-2050 Digital Imaging Systems	See Schedule A
5 ea. Kyocera KM-2560 Digital Imaging Systems	See Schedule A
6 ea. Kyocera KM-3050 Digital Imaging Systems	See Schedule A
4 ea. Kyocera KM-3060 Digital Imaging Systems	See Schedule A
4 ea. Kyocera KM-4050 Digital Imaging Systems	See Schedule A
4 ea. Kyocera KM-5050 Digital Imaging Systems	See Schedule A
1 ea. Kyocera KM-8030 Digital Imaging System	See Schedule A
2 ea. Kyocera TASKalfa 3500i Digital Imaging Systems	See Schedule A
6 ea. Kyocera TASKalfa 4500i Digital Imaging Systems	See Schedule A
2 ea. Kyocera TASKalfa 5500i Digital Imaging Systems	See Schedule A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☒ See the attached Schedule A**TERM AND PAYMENT SCHEDULE**Term in 36 Months 36 Payments* of \$ 3,651.00 *plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. _____ Customer's Initials
☐ 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. _____ Customer's Initials

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**LESSOR ACCEPTANCE**

U.S. Bank Equipment Finance

LESSOR	SIGNATURE	TITLE	DATED
--------	-----------	-------	-------

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

County of Yuba

X

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
--------------------------------	-----------	-------	-------

94-6000731

FEDERAL TAX I.D. #

PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

County of Yuba

X

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for month-to-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY**

Advanced Document Copiers		As of 01/13/12										
DEPARTMENT		MODEL	MACHINE #	Contract #	Serial #	Contract Maturity	Contract Sign Date	Term (Months)	Lease Amount	Maint	Monthly Average Usage for 2010	Savings or (Increase)
1 Sheriff/Beckie	KM-1510	1518			758	N/A	6/12/2003	Purchase	1,495.00	N/A	N/A	INA
2 Ag Commission	No Machine at this time					N/A				N/A		INA
3 Animal Control	KM-2050	1380	3964		J3126757	10/15/2015	10/15/2012	36	35.00	0.00625	1,800 pages	\$42.25
4 Juvenile Hall	KM-2050	1379	3979		J3127739	10/15/2015	10/15/2012	36	35.00	0.00625	2,000 pages	\$41.50
5 Child Support Sys.	KM-2560	1682			QAS8903281	10/15/2015	10/15/2012	36	45.00	0.00625	1,500 pages	\$68.00
6 Health/Human Sys.	KM-2560	1635	4220		QAS8702522	10/15/2015	10/15/2012	36	45.00	0.00625	5,500 pages	\$74.00
7 Health/Human Sys.	KM-2560	1638	4220		QAS8702633	10/15/2015	10/15/2012	36	45.00	0.00625	2,500 pages	\$74.00
8 Health/Human Sys.	KM-2560	1639	4220		QAS8702502	10/15/2015	10/15/2012	36	45.00	0.00625	2,600 pages	\$74.00
9 Health/Human Sys.	KM-2560	1637	4221		QAS8702628	10/15/2015	10/15/2012	36	45.00	0.00625	3,200 pages	\$74.00
10 Health/Human Sys.	KM-3050	1361	3966		PPH7Y10519	10/15/2015	10/15/2012	36	50.00	0.00625	3,000 pages	\$64.65
11 Health/Human Sys.	KM-3050	1365	3967		PPH7Y10524	10/15/2015	10/15/2012	36	50.00	0.00625	1,700 pages	\$74.23
12 Health/Human Sys.	KM-3050	1358	3968		PPH7Y10502	10/15/2015	10/15/2012	36	50.00	0.00625	4,600 pages	\$72.93
13 Health/Human Sys.	KM-3050	1370	3969		PPH7Y10480	10/15/2015	10/15/2012	36	50.00	0.00625	5,000 pages	\$72.75
14 Health/Human Sys.	KM-3050	1366	3970		PPH7Y10525	10/15/2015	10/15/2012	36	50.00	0.00625	2,000 pages	\$74.10
15 Sheriff/Adm Hall	KM-3050					10/15/2015	10/15/2012	36	50.00	0.00625	3,000 pages	(\$46.25)
16 Personnel	TA-3050ci					9/15/2015	9/15/2012	36	238.00	0.00625	9,100 pages	\$0.00
17 *Sheriff/Jail Medical	FS-3640					1/15/2015	1/15/2012	36	69.00	0.01000	7,000 pages	INA
18 *Sheriff's Department	TA-4500i	2366	4896		N431X02272	N/A	1/15/2012	Purchase	N/A	0.00625	1,000 pages	
DEPARTMENT	MODEL	MACHINE #	Contract #	Serial #	Contract Maturity	Contract Sign Date	Term (Months)	Lease Amount	Maint	Monthly Average Usage for 2010		
19 *Admin Sys. Ste 119	TA-3050ci	2381	4912	N2P1X03171	1/15/2015	1/15/2012	36	238.00	0.00625	1400 pages	(\$69.00)	
20 Air Quality(FRAQMD)	TA-3500i				10/15/2015	10/15/2012	36	166.00	0.00625	5600 pages	(\$35.00)	
21 *Environmental Health	FS-C2626	2302	4837	NMM1700668	9/30/2014	9/30/2011	36	70.00	.015/.07	3,000 pages	\$81.00	
23 Health/Human Sys.	KM-3060	1641	4220	QAY88033501	10/15/2015	10/15/2012	36	50.00	0.00625	1,800 pages	\$81.00	
24 CDSA Finance & Admin	KM-3060	1643	4221	QAY88033503	10/15/2015	10/15/2012	36	50.00	0.00625	3,000 pages	\$81.00	
25 Health/Human Sys.	TA-3500i				10/15/2015	10/15/2012	36	166.00	0.00625	7,100 pages	(\$35.00)	
26 Health/Human Sys.	KM-3060	1646	4221	QAY88033562	10/15/2015	10/15/2012	36	50.00	0.00625	2,500 pages	\$81.00	
27 Victim Witness	KM-3060	1647	4222	QAY8803499	10/15/2015	10/15/2012	36	50.00	0.00625	650 pages	\$81.00	
28 Victim Witness	KM-4030	4012	2808	3209			Purchased	N/A	0.00750	N/A	\$0.00	
29 Health/Human Sys.	KM-4050	1382	3971	PPJ7904642	10/15/2015	10/15/2012	36	65.00	0.00625	5,800 pages	\$112.39	
30 Health/Human Sys.	KM-4050	1378	3972	PPJ7904627	10/15/2015	10/15/2012	36	65.00	0.00625	5,300 pages	\$112.61	
31 Health/Human Sys.	KM-4050	1381	3973	PPJ7904636	10/15/2015	10/15/2012	36	65.00	0.00625	3,900 pages	\$113.24	
32 Health/Human Sys.	KM-4050	1377	3974	PPJ7904619	10/15/2015	10/15/2012	36	65.00	0.00625	2,700 pages	\$113.78	
33 First Five/Prop 10	KM-5050	1668	4229	PPK8812985	10/15/2015	10/15/2012	36	75.00	0.00625	5,100 pages	\$152.70	

34	Admin Sys./Rm 106	KM-5050	1393	3963	PK7Y08531	10/15/2015	10/15/2012	36	75.00	0.00625	5,000 pages	\$142.75
35	Jail Booking	KM-5050	5055	3620	K6900767	10/15/2015	10/15/2012	36	75.00	0.00625	4600 pages	\$147.93
36	Probation #2	KM-5050	1511	4127	PK8310624	10/15/2015	10/15/2012	36	75.00	0.00625	5,700 pages	\$133.73
37	Sheriff/Dispatch	TA-5500i				9/15/2015	9/15/2012	36	234.00	0.00625	17,000 pages	\$0.00
38	Health/Human Sys.	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	8,300 pages	\$2.26
39	Health/Human Sys.	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	8,000 pages	\$2.40
40	Health/Human Sys.	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	10,500 pages	\$1.27
41	Clerk/Recorder	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	9,200 pages	\$1.86
42	Planning	Merged with Building										
43	Probation #1	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	8,600 pages	\$2.13
44	Public Works	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	6,900 pages	\$192.89
45	*Building Inspection	TA-4500i	2382	4915	N431Z02410	1/15/2015	1/15/2012	36	220.00	0.00625		INA
46	*IT Department	FS-3640	2361	4913	NNEI701508	1/15/2015	1/15/2012	36	74.00	0.01		INA
47	*Auditor/Controller	FS-3640	2407	4932	NNEI801836	1/15/2015	1/15/2012	36	74.00	0.01		
DEPARTMENT		MODEL	MACHINE #	Contract #	Serial #	Contract Maturity	Contract Sign Date	Term (Months)	Lease Amount	Maint	Monthly Average Usage for 2010	
49	Child Support Sys.	TA-5500i				10/15/2015	10/15/2012	36	270.00	0.00625	19,000 pages	(\$35.55)
50	Child Support Sys.	TA-5500i				10/15/2015	10/15/2012	36	270.00	0.00625	10,500 pages	(\$160.75)
51	District Attorney	KM-8030	1294	384	H3001971	10/15/2015	10/15/2012	36	140.00	0.00625	12,900 pages	\$258.22
52	PrintShop - Color	CX-3641			AF8201958240	1/12/2015	10/15/2012	60	0.00	0.010/.0700	N/A	
53	*Housing	FS-C2626	2330	4850	NMM1700699	9/30/2014	9/30/2011	35	70.00	.015/.07	1800 b/w & 50 color	
54	Sheriff's Department	KM-3035	K3045289	3178	K3045289	N/A		N/A	Purchase	0.0075		
55	Public Guardian	FS-1135MFP	2453		NR41Z06319	N/A	4/24/2012	N/A	Purchase	0.01500		
56	Library	TA-3050ci	2465		N2P2305105	N/A	5/22/2012	N/A	Purchase	0.00625		
57	County Counsel	FS-3640MFP	2623		NNE2707370	11/15/2015	11/15/2012	36	74.00	0.01000		



702 Nord Avenue • P.O. Box 3870 • Chico, CA 95927

PROPOSAL

Prepared For

Yuba County
915 8th Street
Marysville, Ca. 95901

February 13, 2013

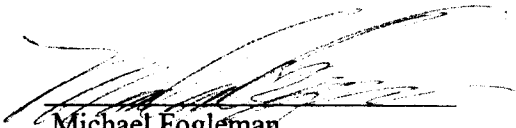
1 ea. County Wide Digital Imaging Systems Program.....\$5,012.00 per month, plus tax

- 60 Month Lease
- 0 Down
- FMV Buyout
- Maintenance Program guaranteed at current rates for 3 years

Cost Analysis

* Current County Wide Lease Payment.....\$7,702.00 per month
* Proposed County Wide Lease Payment.....\$5,012.00 per month

Monthly Savings.....\$2,690.00
Yearly Savings.....\$32,280.00
Three Year Savings.....\$96,840.00


Michael Fogleman
Sales Representative
Proposal Accepted:

By _____

Title _____

Date _____

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

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The County of Yuba

133-13



Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Amendment to City of Marysville Traffic Fine Repayment Agreement
DATE: April 16, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors approve an amendment to the Marysville Traffic Fine Repayment Agreement.

BACKGROUND

In December 2010, the County and the Yuba County Superior Court received a five year audit report (FY 2004-2005 through FY 2008-2009) on traffic fines and fees collected in Yuba County regarding how the fines and fees were calculated and dispersed. In summary, the State of California, City of Wheatland and the City of Marysville owed funds to the County. The State and City of Wheatland, shortly after the final audit was drafted in 2011, corrected the over-remittance received and provided the funds to the County.

Due to the large amount owed by the City of Marysville and facing difficult economic circumstances, the Board of Supervisors approved the City of Marysville's request to have the amount owed, \$222,000, paid back to the County monthly, over a period of ten years. This was memorialized in an agreement and approved by the Board of Supervisors on February 28, 2012.

DISCUSSION

Since the time the agreement was approved, monthly payments have been received and the current outstanding balance is approximately \$180,000.

In November 2012, the California Supreme Court ruled in the City of Alhambra vs. Los Angeles County case. The case involved property tax administration fees charged to the City of Alhambra and collected by Los Angeles County for a period of several years, following the beginning of the "Triple-Flip" formula involving property tax, vehicle license fees and sales tax mandated by the State of California.

The Court ruled in favor of the City of Alhambra, thus impacting cities and counties in California. The ruling, in essence, stated the property tax revenue that was diverted from the Education Revenue Augmentation Fund (ERAF) in support of the VLF swap and Triple Flip should be not counted as property tax for purposes of calculating the Property Tax Administrative Fee charged by the Auditor-Controller to cities.

The net result is an amount owed by the County to the City of Marysville of approximately \$400,000. Staff members from the City of Marysville and the County have met several times to discuss the issue. It is evident that the amount owed to the City of Marysville will exceed the amount still owed per the traffic fine repayment agreement.

Staff is recommending the Board of Supervisors adopt the amendment to the repayment agreement, which essentially stops the monthly repayment amounts. The amount still owed to the County will be used to offset the amount owed to the City of Marysville for the property tax administrative fees. Staff from the City of Marysville will be bringing forward the same amendment for approval by the City Council.

In the coming weeks, staff will be returning to your Board with information related to the repayment of property tax administration fees for the cities of Wheatland and Marysville.

FISCAL IMPACT

- Ongoing revenue received from the traffic fine repayment agreement will no longer be collected effective February 1, 2013. A negative fiscal impact to the County's General Fund is estimated to be approximately \$10,000 for the current fiscal year and approximately \$22,000 for the upcoming fiscal year.
- Property Tax Administration Fees will be collected via the methodology prior to the Triple Flip beginning with Fiscal Year 2013-2014, thus creating a negative General Fund revenue impact to the Auditor-Controller, Treasurer-Tax Collector and Assessor. The estimated impact is less than \$100,000, but has not yet been calculated.
- Property Tax Administration fees owed retroactively to the cities of Marysville and Wheatland will need to be paid back, which will negatively impact the County's General Fund. The amounts and related payback agreements are yet to be finalized.



CITY OF MARYSVILLE

RECEIVED

APR - 8 2013

COUNTY ADMINISTRATOR

526 "C" Street • P.O. Box 150 • Marysville, CA 95901 • (530)749-3901 • Fax (530)749-3992

April 8, 2013

Mr. Robert Bendorf
915 Eighth Street, Suite 115
Marysville, CA 95901

Dear Robert:

I have enclosed two original Modification of Repayment Agreements between the City of Marysville and Yuba County and a certified copy of Resolution No. 2013-14. Please execute the agreements and keep one original agreement and the certified copy of the Resolution for your records. Return one original agreement to me in the enclosed, self-addressed envelope. Thank you for your assistance.

Sincerely,

Billie J. Fangman
City Clerk

Enclosures

RESOLUTION NO. 2013-14

RESOLUTION OF THE COUNCIL OF THE
CITY OF MARYSVILLE, CALIFORNIA,
APPROVING THE MODIFICATION TO THE
REPAYMENT AGREEMENT BETWEEN
THE CITY OF MARYSVILLE AND YUBA COUNTY

At a regular meeting of the Council of the City of Marysville, County of Yuba, State of California, held on the 2nd day of April, 2013.

WHEREAS, in 2010, the Office of the California State Controller, Audit Division, conducted an audit for traffic fines collected in fiscal years 2004-2005 through 2008-2009 by the Yuba County Superior Court which determined that the City owed Yuba County \$222,386 for fiscal years 2004-2005 through 2008-2009; and

WHEREAS, since the Repayment Agreement was finalized in February of 2012, the City has been making regular payments to the County on the obligation; and

WHEREAS, by statute, counties are responsible for the administration of local property taxes by assessing, collecting, and disbursing them to the taxing entities. Counties are allowed to charge a fee to cover the cost of performing this service called the Property Tax Administration Fee or PTAF; and

WHEREAS, in 2004, two different complex budgetary measures were enacted by the State diverting local property tax revenue from Counties; which in turn changed the statewide methodology by which this fee is calculated, and recent court cases have indicated that the method used to recalculate the PTAF was improper and that the result was that the involved Counties owed the involved Cities substantial amounts of money for the improperly diverted property tax revenue; and

WHEREAS, other counties, including Yuba County, also owe cities within their respective counties money for property tax revenues similarly calculated; and

WHEREAS, preliminary calculations done by the Yuba County Auditor-Controller indicate that the amount the County will owe the City will likely exceed the amount the City owes the County under the repayment agreement; and

WHEREAS, indefinitely suspending payments by the City of Marysville to the County under the Repayment Agreement is necessary.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Marysville that the attached Modification to the Repayment Agreement between the City of Marysville and Yuba County be executed, and that the \$222,386 in Court Fines payments to Yuba County be indefinitely suspended.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced and adopted by the Council of the City of Marysville, County of Yuba, State of California, on the 2nd day of April, 2013, by the following vote:

AYES: Michael Selvidge, Dale Whitmore, Jim Kitchen, Christopher Pedigo,
and Ricky Samayoa

NOES: None

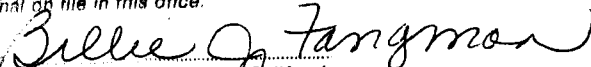
ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 2nd day of April, 2013.


CITY CLERK

*The foregoing instrument is a correct copy of
the original on file in this office.*

ATTEST: 
City Clerk of the City of Marysville, California

DEPUTY CLERK

MODIFICATION OF REPAYMENT AGREEMENT BETWEEN THE COUNTY OF YUBA AND THE CITY OF MARYSVILLE

This Agreement is hereby made and entered into by and between the COUNTY OF YUBA (hereinafter referred to as "COUNTY") and the CITY OF MARYSVILLE (hereinafter referred to as "CITY") and constitutes an amendment or modification of the Repayment Agreement Between the County of Yuba and the City of Marysville that was entered into between the parties and approved by the Yuba County Board of Supervisors in February of 2012.

A. Background/History of the Repayment Agreement: In 2010 the Office of the California State Controller, Audit Division, conducted an audit for traffic fines collected in fiscal years 2004-2005 through 2008-2009 by the Yuba County Superior Court. Through the audit, it was determined that several government entities, including the State of California were owed a portion of the total fines collected or needed to pay back amounts from fines inappropriately credited to their respective agency.

Through an audit process it was determined that the City owed the County of Yuba \$222,386 for fiscal years 2004-2005 through 2008-2009. It was also determined, and the parties agreed, that an additional amount that is as yet undetermined, would be owed to the County for fiscal year 2009-2010. The parties therefore agreed to a Repayment Agreement for the \$222,386 figure; the undetermined amount due for fiscal year 2009-2010 was not part of the Repayment Agreement, but the parties agreed on a methodology for determining that amount and to add that sum to the Repayment Agreement by modification of the agreement.

Since the Repayment Agreement was finalized in February of 2012 the City has been making regular payments to the County on the obligation.

B. The Property Tax Administration Fee (PTAF) Issue: By statute, counties are responsible for the administration of local property taxes by assessing and collecting them and then disbursing the revenue to the various cities, special districts, schools, and other entities within the county. Some of that property tax revenue must be allocated to each county's Educational Revenue Augmentation Fund (sometimes referred to as ERAF) — a state-created fund that reallocates portions of local property tax revenue to fulfill the state's constitutional obligation to fund education. In 2004, two different complex budgetary measures were enacted by the State diverting local property tax revenue that would have been deposited into each county's ERAF to instead fund various state budget gaps, but the State otherwise made whole each county's ERAF contribution through the allocation of other state funds. . In response to the 2004 budget measures, the California State Association of County Auditors prepared informal guidelines to implement the legislation. Most counties, including Yuba County, have followed those

guidelines in implementing the PTAF as it applied to the 2004 budget measures. A dispute arose as the County Auditors' guidelines included in the calculations for the administration fees it imposed on cities the tax revenue that had been earmarked for the county ERAF but was diverted by those budgetary measures.

In the case of *City of Alhambra v. County of Los Angeles*, decided by the California Supreme Court on November 19, 2012, the Court held that the method used by the County of Los Angeles for calculating the PTAF was improper. The direct result of the case was that Los Angeles County owed the cities within the county a substantial amount of money for the improperly diverted property tax revenue. The indirect result of the case is that other counties, including Yuba County, which had been using the California State Association of County Auditors Guidelines, also owe cities within their respective counties money for property tax revenues similarly calculated.

Preliminary calculations done by the Yuba County Auditor-Controller indicate that the amount the County will owe the City, as a result of the Supreme Court's decision in *City of Alhambra*, will likely exceed the amount the City owes the County under the repayment agreement (including the unresolved 2009-2010 amount).

- C. Purpose of Modification of Agreement.** The purpose of this modification or amendment of the Repayment Agreement is to suspend payments by the City of Marysville to the County under the Repayment Agreement until such time as it can be determined 1) what the amount is that the County owes the City as a result of resolution of the PTAF issue, and 2) the additional amount owed by the City to the County for its portion of the traffic fines for fiscal year 2009-2010. It is the intention of the parties to treat the amount owed by the County to the City as an offset or credit against the amount owed by the City to the County under the Repayment Agreement (to include the amount owed for fiscal year 2009-2010).

IT IS THEREFORE AGREED that in order to accomplish the purposes outlined above, commencing April 1, 2013, payments due the County of Yuba from the City of Marysville under the Repayment Agreement be indefinitely suspended.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Repayment Agreement as follows:

CITY OF MARYSVILLE

By: _____

Ricky A. Samayoa, Mayor
City of Marysville

Date: _____

4/3/2013

COUNTY OF YUBA

By: _____
Andy Vasquez, Chairman
Yuba County Board of Supervisors

Date: _____

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL

By: _____
Robert Bendorf, County Administrator

APPROVED AS TO FORM
Angil P. Morris-Jones
County Counsel

By: _____
Angil P. Morris-Jones



RECEIVED

APR 8 2013

Clerk/Board of Supervisors

April 5, 2013

134-13

Chairman Andy Vasquez
County of Yuba Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

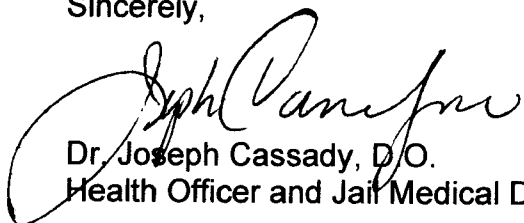
Dear Chairman Vasquez:

I will be retiring as Yuba County Health Officer; my last day, serving in this position, will be June 7, 2013. My retirement comes after 21 years working for the citizens of Yuba County.

I would like to express my appreciation for your support throughout my tenure. If I can be of any help during the transition, please don't hesitate to contact me.

Again, thank you for the opportunities you have afforded me.

Sincerely,



Dr. Joseph Cassady, D.O.
Health Officer and Jail Medical Director

JWC/bm

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*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

135-13



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: April 16, 2013
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/gm*
By: Grace Mull, Management Analyst
Re: FY 2013-2014 Consolidated Fee Ordinance

Recommendation

Consider revisions to the Consolidated Fee Ordinance for fiscal year 2013-14.

Background

Departments are tasked to review their fees annually to ensure that fees charged reflect true cost of services. The review process includes adding new fees, deleting obsolete fees, and revising fee titles to accurately describe the fee.

Discussion

The purpose of the Consolidated Fee Ordinance is to allow the public and those doing business with the County to easily access fees associated with various departmental services. The annual revision process provides the Board and the public an opportunity to review and comment on the County's fee structure.

The attached summary displays which fees are proposed to be changed, the amount requested under the new fee, and the reasons for changing the fees. Fee increases reflect the department's full amount of time and costs associated with providing these services, and are meant to be cost covering.

Committee

The Finance & Administration Committee reviewed this item on April 2, 2013 and recommended approval.

Fiscal Impact

The proposed revisions to the Consolidated Fee Ordinance and associated fee schedules represent each department's estimate of the cost to provide services, or are set by state law. Consequently, fee adjustments, either up or down, are meant to eliminate a subsidy or to ensure there is no revenue in excess of the cost of the services provided from the fees being charged to perform the services.

FY 13/14 Master Fee Schedule - Summary of Changes

Code Section & Department		Name of Fee	Old Fee	New Fee	Reason for Change
13.00.032 Agricultural Commissioner	1.1	Liquefied Petroleum Gas Meters	\$175.00	\$185.00	B&P Code Section 12240 Fee Increase
	1.2	Submeters: Utility meters owned by marinas, mobile home parks, recreational vehicle parks and apartment complexes	\$2.00 per device, space, or apartment		B&P Code Section 12240 - Expanded device fees to allow for separate charges. Water submeters: \$2.00 per device, Electric submeters: \$3.00 per device, Vapor submeters: \$4.00 per
	1.3	Vehicle Odometer Certification		\$60.00	B&P Code Section 12240 - New Fee
	1.4	Wholesale Meter (Mobile)	\$25.00	\$75.00	B&P Code Section 12240 Fee Increase
	1.5	Wholesale Meter (Stationary)	\$25.00	\$75.00	B&P Code Section 12240 Fee Increase
	1.6	Prescription/Jewelry Scales	\$25.00	\$75.00	B&P Code Section 12240 Fee Increase
	1.7	Computing Scales (<100 lbs)	\$20.00	\$20.00	B&P Code Section 12240 - Fee description revised to include "<100 lbs"
	1.8	All Other Weighing Devices Not Listed		\$20.00	B&P Code Section 12240 - New Fee
	1.9	Miscellaneous Measuring Devices (≥100 lbs and <20,000 lbs) other than computing, jewelry and prescription scales		\$50.00	B&P Code Section 12240 - New Fee

FY 13/14 Master Fee Schedule - Summary of Changes

Code Section & Department		Name of Fee	Old Fee	New Fee	Reason for Change
Cont. 13.00.032 Agricultural Commissioner	1.10	Weighing Devices (≥2,000 lbs and <10,000 lbs) other than livestock	\$150.00	\$150.00	B&P Code Section 12240 - Title revision from "Misc/Forklift Scales (≥2,000 lbs and <10,000 lbs)" to "Weighing Devices"
	1.11	Weighing Devices (≥10,000 lbs) other than livestock	\$250.00	\$250.00	B&P Code Section 12240 - Title revision from "Misc/Forklift Scales (≥10,000 lbs)" to "Weighing Devices (≥10,000 lbs) other than livestock"
	1.12	Livestock Scales (≥2,000 lbs and <10,000 lbs)	\$100.00	\$100.00	B&P Code Section 12240 - Title revision from "Animal Scales (≥2,000 lbs and <10,000 lbs)" to "Livestock Scales (≥2,000 lbs and <10,000 lbs)"
	1.13	Non-Commercial Device Inspection (1/2 hour minimum)	\$65.00/hour	\$65.00/hour	Added "1/2 hour minimum" to the description
	1.14	Reference at end of fee section regarding "Certified Farmers Markets and Farmers Markets only"	\$20.00 per device	\$20.00 per device plus state admin fee	Description changed from "Certified Growers Market" to "Certified Farmers Market"
	1.15	Registration Requirements for Commercial Weighing and Measuring Devices			Fee revised to add "plus state admin fee"
					New section added to state purpose and definitions of fees and establishes violations for non-registered devices.

FY 13/14 Master Fee Schedule - Summary of Changes

Code Section & Department		Name of Fee		Old Fee	New Fee	Reason for Change
13.00.052 Health	2.1	Immune Serum Globulin Shot		\$10.00 to \$25.00**		Delete Fee - Services no longer offered
	2.2	STD Office Visit		\$15.00 to \$65.00**		Delete Fee - Services no longer offered
	2.3	HIV Testing			\$15.00 to \$35.00**	New Fee for HIV Testing based on Medi-Cal sliding scale
	2.4	Pregnancy Counseling		\$25.00		Delete Fee - Services no longer offered
	2.5	Woman, Infants and Children (WIC) check		\$15.00		Delete Fee - Services no longer offered
	2.6	Head Live Detection and Treatment		\$15.00		Delete Fee - Services no longer offered
	2.7	Yellow Fever Vaccine		\$20.00 plus actual cost of vaccine		Delete Fee - Services no longer offered
	2.8	Hepatitis A Immunization (Each Visit-Adult)		\$65.00		Delete Fee - Services no longer offered
	2.9	Twinrix (Hep A + Hep B) (Adult)		\$90.00		Delete Fee - Services no longer offered
	2.10	MMR Immunization (Each Visit-Adult)		\$55.00		Delete Fee - Services no longer offered
	2.11	Typhoid		\$20.00 plus actual cost of vaccine		Delete Fee - Services no longer offered
	2.12	Pneumococcal		\$50.00		Delete Fee - Services no longer offered
	2.13	Varicella (Adult)		\$90.00		Delete Fee - Services no longer offered
	2.14	Human Papilloma Virus Series (Adult)		\$135.00		Delete Fee - Services no longer offered
	2.15	Meningococcal (Adult)		\$111.00		Delete Fee - Services no longer offered
	2.16	Public Health - F.O.R. Families Intake - Individual Assessment - Individual Discharge - Individual Individual Counseling Group Session Non-County Resident DEOJ Fee		\$70.00 Flat Chg \$70.00 Flat Chg \$70.00 Flat Chg \$70.00 Flat Chg \$50.00 Flat Chg \$200.00		Delete Fee - Program Discontinued by State Delete Fee - Program Discontinued by State Delete Fee - Program Discontinued by State Delete Fee - Program Discontinued by State Delete Fee - Program Discontinued by State Delete Fee - Program Discontinued by State
	2.17	After Hours Burial Permit (State Set Fee)		\$13.00	\$11.00	State Set Fee Reduction
	2.18	Certified Copy of Birth Certificate (State Set Fee)		\$16.00	\$20.00	State Set Fee Increase
	2.19	Certified Copy of Birth Government Agency (State Set Fee)		\$10.00	\$14.00	State Set Fee Increase
	2.20	Certified Copy of Death Certificate (State Set Fee)		\$12.00	\$16.00	State Set Fee Increase
	2.21	Certified Copy of Fetal Death Certificate (State Set Fee)		\$9.00	\$13.00	State Set Fee Increase
	2.22	Crossfile Sent Out (State Set Fee - \$3.00 to Receiving Agency)		\$11.00	\$14.00	State Set Fee Increase

ORDINANCE NO. _____

**ORDINANCE REPEALING AND RE-ENACTING CHAPTERS 13.00.032 AND
13.00.052 OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE CODE**

The following ordinances 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 _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

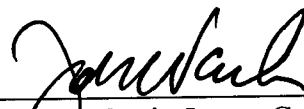
ABSTAIN:

Andy Vasquez, 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:

By:  _____
Angel P. Morris-Jones, County Counsel

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

Section 1. This ordinance shall take effect Sixty (60) days after its passage, and shall become operative and in full force on July 1, 2013. Before the expiration of Thirty (30) 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. Sections 13.00.032 and 13.00.052 of the Yuba County Consolidated Fee Ordinance Code are hereby repealed and re-enacted in its entirety to read as reflected in Attachment "A", hereto and by this reference is incorporated herein as though set forth in full.

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.

Agricultural Commissioner - Code Section 13.00.032

NAME OF FEE		FEE FY 13/14
Licensed Staff Fee		\$65.00/hour
Information Search of Files & Records		
Files & Records		Direct Cost
Computer Time (1/2 hr minimum)		\$100/hour
Agriculture		
Apiary Registration		\$10.00/State Set Fee
Farm Labor Contractors Registration		\$25.00/State Set Fee
Farmers Market Registration		\$50.00/State Set Fee
PCO Registration		\$25.00/State Set Fee
PCA Registration-Primary		\$10.00/State Set Fee
PCA Registration-Secondary		\$5.00/State Set Fee
Pilot Registration-Primary		\$10.00/State Set Fee
Pilot Registration-Secondary		\$5.00/State Set Fee
Structural Pest Control Registration-Branch 1		\$25.00/State Set Fee
Structural Pest Control Registration-Branch 2 & 3		\$10.00/State Set Fee
Apiary Certification/Inspection/Abatement		\$65.00/hour
Certified Producer Certificate		\$50.00/per cert
Fruit-Nut & Veg. Certification		\$65.00/hour
Phyto Insp. & Certification		\$50 per cert/\$65/hour
Phyto Field Inspection (10 acre minimum charge)		\$7.50 acre/per walk
Quarantine Compliance		\$15.00/per cert
Ag Plan Check/Review		\$65.00/hour
Collect State/Federal Phytosanitary Certificate Fee		State Set Fee - CCR 4603
Collect State Certificate of Quarantine Compliance Fees		State Set Fee - CCR 4603
	Table A	
Weights & Measures		
Business Location Fee		\$100.00 per location
Device Fee		See Table B
	Table B	
CNG Meters		\$20.00
Fabric/Wire/Cord Meters		\$20.00
Grease/Lube Meters		\$20.00
Liquified Petroleum Gas Meters		\$185.00
Retail Motor Fuel Meters		\$20.00
Retail Meters		\$20.00
Submeters: Utility meters owned by marinas, mobile home parks, recreational vehicle parks & apt. complexes		Cost per device, space or apt. as specified below
Water Submeters		\$2.00
Electric Submeters		\$3.00
Vapor Submeters		\$4.00
Tanks (liquid test)		\$20.00

Agricultural Commissioner - Code Section 13.00.032

NAME OF FEE		FEE FY 13/14
Taximeters		\$20.00
Vehicle Odometers B&P 12240 g,r & s, apply		\$60.00
Vehicle Meters		\$75.00
Wholesale Meters (mobile)		\$75.00
Wholesale Meters (stationary)		\$75.00
Prescription/Jewelers Scales		\$80.00
Computing Scales (<100 lbs)		\$20.00
All Other Weighing & Measuring Devices Not Listed		\$20.00
Misc. Measuring Devices (≥ 100 lbs and $< 20,000$ lbs) other than computing, jewelry and prescription scales		\$50.00
Weighing Devices ($\geq 2,000$ lbs and $< 10,000$ lbs) other than livestock		\$150.00
Weighing Devices ($\geq 10,000$ lbs) other than livestock		\$250.00
Livestock Scales ($\geq 2,000$ lbs and $\leq 10,000$ lbs)		\$100.00
Livestock Scales ($\geq 10,000$ lbs)		\$150.00
Non-Commercial Device Inspection (1/2 hour minimum)		\$65.00/hour
Heavy Capacity Scale Truck-Non-Commercial/Re-Test		\$50.00/Hour and \$2 mile
Collect State Device Registration Administrative Fees		State Set Fee - CCR 4603

For Certified Farmers Markets and Farmers Markets only, the fee shall be only the annual registration fee. If the device is brought into the office of the Sealer of Weight and Measures for testing. \$20.00 per device plus state admin fee.

Payment of the annual device registration fee shall be due upon receipt of the billing. Payments delinquent sixty (60) days or more will incur a penalty charge of fifty (50%) of the fee due plus collections fees and fines, if any.

Agricultural Commissioner - Code Section 13.00.032

NAME OF FEE		FEE FY 13/14
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REGISTRATION REQUIREMENTS FOR COMMERCIAL WEIGHING AND MEASURING DEVICES

PURPOSE

The purposes of this chapter are to establish a system for registration of weighing and measuring devices and to recover the costs of inspecting and testing such devices, as provided for by Business and Professions Code sections 12240 through 12246.

DEFINITIONS

As used in this chapter, the following terms and phrases have the following meanings:

- (A) "Weighing and measuring devices" means the following devices and any other device classified by the State Director of Food and Agriculture as coming within Business and Professions Code section 12240.

- (1) Electric meters
- (2) All cord/wire and fabric meters
- (3) Liquid meters
- (4) Liquified petroleum ("LP") meters
- (5) Taximeters
- (6) Vapor meters
- (7) Water meters
- (8) Monorail and meat beam scales
- (9) Platform scales
- (10) Jewelers scales
- (11) Hanging scales
- (12) Odometers
- (13) Vehicle scales
- (14) Hopper scales

NOTE: For electric and vapor meters, each Business is considered 1 (one) location

- (B) "Commercial purposes" has the meaning assigned to it by Business and Professions Code section 12500.
- (C) "Director" means the director of weights and measures appointed by the Yuba County Board of Supervisors and his duly authorized agents.
- (D) "Location" means the room, enclosure, building, space or area where one or more commercial weighing and measuring devices are located or operated.
- (E) A commercial device is considered registered when annual registration fee is paid in full to the Director.

Agricultural Commissioner - Code Section 13.00.032

NAME OF FEE		FEE FY 13/14
-------------	--	-----------------

REGISTRATION OF DEVICES

All weighing and measuring devices used for commercial purposes within the County of Yuba shall be registered annually with the Director. Every owner of such weighing and measuring devices used or located within, or dispatched or operated from any location within the County of Yuba on the effective date of this chapter shall register such devices with the Director within sixty (60) days from the effective date of this chapter. Every owner of such measuring or weighing device acquired for use within the County of Yuba after the effective date of this chapter shall register the new locations with the Director within sixty (60) days of relocation.

The requirements imposed by this section shall not apply to the following devices:

- (A) Farm milk tanks.

In addition, for LP-gas vapor meters, registration shall be issued on an annual count of each LP-gas dealer's meters located in the County, and if the number of meters change during the year, no additional registration(s) shall be required.

UNREGISTERED DEVICES UNLAWFUL

No person may use, operate, or own any commercial weighing or measuring device required to be registered with the Director.

TERM OF REGISTRATION

A registration remains valid only so long as the holder pays the annual registration fees. Failure to pay such fees when due results in automatic termination of registration.

VIOLATIONS

Violation of this chapter is unlawful as either a misdemeanor or an infraction, at the discretion of the district attorney. Violation of this chapter shall be punishable as follows:

- (A) Every person convicted of an infraction shall be punished by a fine not exceeding one hundred dollars (\$100) upon a first conviction, by a fine not exceeding two hundred dollars (\$200) upon a second conviction of the same provision within a period of one year, and a fine not exceeding five hundred dollars (\$500) upon a third or any subsequent conviction of the same provision within a period of one year. For purpose of this subsection, a bail forfeiture shall be deemed to be a conviction of the offense charged.
- (B) Every person convicted of a misdemeanor shall be punished by a fine of not more than one thousand dollars (\$1,000) or by imprisonment in the Yuba County Jail for not more than six (6) months or by such fine and imprisonment.

Health - Code Section 13.00.052

NAME OF FEE	FEE FY 13/14
Miscellaneous	
Copies of Medical Records (First four pages, no charge)	.25 per page
Kids in Safety Seats Program	\$0.00
Medical Marijuana ID Card	\$126.00*
* Fee Reduced by Half if Medi-Cal Beneficiary	
Aids Court Mandated Class - Non-County Resident Fee	\$70.00
Public Health - Clinic Services	
Tuberculosis Skin Test	\$10.00 to \$25.00**
HIV Testing	\$15.00 to \$35.00**
Immunizations (Children)	\$10.00 to \$25.00**
** Indicates a Sliding Fee Schedule	
Miscellaneous Clinic Services Fee	\$20.00
Drug Testing - Urine (12 Panel)	\$15.00
Alcohol - Saliva (Single)	\$15.00
Buprenorphine - Urine (Single)	\$15.00
Immigration Medical Exam (includes Tuberculosis skin test)	\$175.00
Public Health - Adult/Travel Immunizations	
Tetanus (Adult)	\$25.00
Tetanus-Diphtheria Immunization (Adult) Tdap	\$40.00
Hepatitis B Immunization (Each Visit - Adult)	\$55.00
Influenza (Adult)	\$10.00
Public Health - Vital Records	
After Hours Burial Permit (State Set Fee)	\$11.00
Burial Permit (State Set Fee)	\$11.00
Certified Copy of Birth Certificate (State Set Fee)	\$20.00
Certified Copy of Birth Government Agency (State Set Fee)	\$14.00
Certified Copy of Burial Permit (State Set Fee)	\$1.00
Certified Copy of Death Certificate (State Set Fee)	\$16.00
Certified Copy of Fetal Death Certificate (State Set Fee)	\$13.00
Certified Copy of Out of Country Letter (State Set Fee)	\$10.00
Crossfile Received (State Set Fee)	\$3.00
Crossfile Sent Out (State Set Fee-\$3.00 to Receiving Agency)	\$14.00
Public Health - California Childrens Services	
Annual Assessment Fee	\$20.00
Annual Enrollment Fee	\$60.00-\$1200.00**
* Fee Reduced by Half if Medi-Cal Beneficiary	
** Indicates a Sliding Fee Schedule	

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



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BUILDING
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ODE ENFORCEMENT
9-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director
Kimberly Grimes, Housing Manager

SUBJECT: **ADOPT RESOLUTION TO AMEND THE COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM INCOME REUSE PLAN**

DATE: April 16, 2013

Recommendation:

It is recommended that the Board of Supervisors adopt a resolution to amend "CDBG Program Income Reuse Plan, a Reuse Plan governing program income from CDBG assisted activities".

Background:

Yuba County administers Community Development Block Grant (CDBG) Loan Programs funded by grants from the U. S. Department of Housing and Urban Development (HUD) through the State of California Housing and Community Development and Services Agency (HCD). The CDBG Loan Committee approves loans to low income applicants that meet the income eligibility requirements for programs such as Housing Rehabilitation, First Time Homebuyers and Economic Development.

These programs, through the repayment of loans, generate program Income. A Program Income Reuse Plan is intended to satisfy the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Section 7050 et seq. The purpose of the plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the CDBG program.

Discussion:

The Yuba County Board of Supervisors approved the existing Reuse Plan on June 28, 2011. It has been recommended by HCD that the current Program Income Reuse Plan be updated to meet current State requirements and format.

If adopted by the Board of Supervisors, following an opportunity for public comment and participation, the Reuse Plan will be submitted for approval to the State of California Department of Housing and Community Development.

The Reuse Plan, in its entirety, is available for review in the Housing and Community Services office.

Fiscal Impact:

There will be no cost to the General Fund.

**NOTICE OF PUBLIC HEARING
YUBA COUNTY BOARD OF SUPERVISORS**

NOTICE IS HEREBY GIVEN THAT the Yuba County Board of Supervisors will conduct a public hearing on Tuesday, April 16, 2013 at 9:30 a.m., or as soon thereafter as the matter will be heard, in the Board of Supervisor Chambers located at 915 8th Street, Marysville, California, regarding the following:

The County intends to submit to the State of California a revised Program Income Reuse Plan. The purpose of the plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the State Community Development Block Grant Program.

The purpose of the public hearing is to accept public comment on the County's proposed Reuse Plan. Written comments are invited and should be received no later than the date of the public hearing. Written comments may be sent to the attention of Kimberly Grimes, Yuba County Community Development and Services Agency, 915 8th Street, Suite 130, Marysville, CA 95901. For additional information or to review the public information file on the County's CDBG program, you may call or visit the Community Development and Services Agency at the address below.

Yuba County Community Development and Services Agency
915 8th Street, Suite 130
Marysville, CA 95901
(530) 749-5460

All members of the community are encouraged to attend and comment on the plan uses and purposes, especially low-income residents who benefit from the CDBG program. The County encourages the practice of fair housing and employment opportunities and neither the County, nor the State of California, discriminate on the basis of race, color, religion, national origin, sex, marital status, or handicap. The Board Chambers is handicapped accessible.

If adopted by the Board of Supervisors, following an opportunity for public comment and participation, the Reuse Plan will be submitted for approval to the State of California Department of Housing and Community Development.

A public information file is available for review between 8:00 a.m. and 5:00 p.m., Monday through Friday, in the Community Development and Services Agency located at 915 8th Street, Suite 130, Marysville, California.

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

**ADOPT AN AMENDED “CDBG)
PROGRAM INCOME REUSE PLAN,)
A REUSE PLAN GOVERNING)
PROGRAM INCOME FROM CDBG)
ASSISTED ACTIVITIES”)**

RESOLUTION NO. _____

WHEREAS, the “CDBG Program Income Reuse Plan, A Reuse Plan Governing Program Income from CDBG-Assisted Activities” (hereinafter referred to as “Reuse Plan”) was approved by the Board of Supervisors on April 9, 2002 and subsequently amended on July 12, 2004; March 6 , 2007 and June 28, 2011; and

WHEREAS, the California Department of Housing and Community Development (HCD) has recently developed a new reuse plan format; and

WHEREAS, pursuant to CDBG regulations, the public has been invited to comment on the proposed Plan during a noticed public hearing, as well as to submit written comments; and

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby adopt the “CDBG Program Income Reuse Plan, A Reuse Plan Governing Program Income from CDBG-Assisted Activities,” which has been revised and is attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 16th day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(CDBG)
PROGRAM INCOME (PI) REUSE PLAN
WITH
JURISDICTIONAL CERTIFICATIONS**

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

By completing this PI Reuse Plan and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the Program Income (PI) Reuse Plan detailed in the first section of this document, the PI definitions and rules in the second section of this document, and Department of Housing and Community Development (the Department herein) terms and conditions in the third section of this document.

SECTION ONE: PROGRAM INCOME (PI) REUSE PLAN

JURISDICTION: _____ County of Yuba

GOVERNING BODY ADOPTED ON: _____

This PI Reuse plan establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under the State of California CDBG Program (Department). All revenue received from CDBG funded activities are required to be used per this adopted plan.

DISTRIBUTION OF PROGRAM INCOME

Introduction: There are six (6) methods of distribution for PI listed below. The four (4) non-Revolving Loan Account obligation methods are optional and can be used on a case-by-case basis as needed for activity funding by the Jurisdiction.

The use of one or more Revolving Loan Account (RLA) is mandatory under this adopted PI Reuse Plan.

The _____ County of Yuba _____ certifies that PI will only be distributed, as follows:

1. **Deposit into Revolving Loan Accounts (RLAs)**

The following RLAs are hereby established to utilize the _____ County of Yuba _____ PI. *If an RLA activity is not going to be utilized, zero percent (0%) is to be indicated in percentage area below.* One or more of the RLAs will be utilized annually. The allocation of receipted PI to each RLA is as follows:

- A. 51 (insert percentage, 0 to 100 percent (0%-100%)) of PI received will be deposited into the **Housing Rehabilitation – Single Family (1-4 Units)** Revolving Loan Account (HR-RLA).
- B. 0 (insert percentage, 0 to 100 percent (0%-100%)) of PI received will be deposited into the **Homeownership Assistance** Revolving Loan Account (HA-RLA).
- C. 49 (insert percentage, 0 to 100 percent (0%-100%)) of PI received will be deposited into the **Business Assistance** Revolving Loan Account (BA-RLA).
- D. 0 (insert percentage, 0 to 100 percent (0%-100%)) of Receipted PI will be deposited into the **Microenterprise Financial Assistance** Revolving Loan Account (ME-RLA).

2. **PI Waiver Activity**

The _____ County of Yuba _____ may utilize the Department's PI Waiver process to commit PI to eligible activities that are not considered RLAs. The _____ County of Yuba _____ will follow all PI Waiver procedural requirements as stated in the Program Income chapter of the Grant Management Manual (GMM). The _____ County of Yuba _____ will obtain prior Department approval before expending any PI funds on a Waiver project. A PI Waiver project can only be approved if the total project/program cost for the proposed activity is on hand in the Jurisdiction's PI account. The _____ County of Yuba _____ understands that PI Waiver activities are limited to two "active" projects and/or programs and will remain active until close out has been completed and approved by the Department.

3. **Committal to Funding Application**

The _____ County of Yuba _____ may choose to commit non-obligated RLA funds to one or more activities in an annual CDBG application for funding. Committed PI can only be expended when application and activities with committed PI are awarded, contracted, and have all special conditions cleared. PI committed to an application for grant funding must have the PI on hand at the time of application submittal and may not remove or add to the PI amount committed without prior Department approval.

4. Augmenting Funding to An Awarded Activity/Project

_____ County of Yuba _____ may request that the Department allow PI to be added to a funded activity/project due to a funding short fall. To obtain Department approval, the _____ County of Yuba _____ will submit justification to their CDBG Representative outlining in detail the need/reason for the augmentation of funding.

If the Department approves the augmentation (requires a Department contract amendment) the _____ County of Yuba _____ would need to complete a Citizen Participation process before the Department would begin a contract amendment process.

This option only applies to awarded activities/projects and the Department will not approve adding a new activity to an awarded contract.

5. Fund Program Income General Administration (PI GA) Activities

The _____ County of Yuba _____ may set aside up to seventeen percent (17%) of PI received from activities funded with CDBG funds for payment of eligible General Administration costs. The _____ County of Yuba _____ may choose to move the PI GA to eligible CDBG activities, as noted above, but once the funds are removed from the PI GA account they cannot be put back at a later date.

6. Return to the Department

The _____ County of Yuba _____ has the option to return PI back to the Department.

**ADMINISTRATIVE PROCESS FOR DISTRIBUTION OF
PROGRAM INCOME**

Introduction: CDBG is a federal funding source and requires a Citizen Participation process as part of utilizing any of the six (6) methods of distribution for PI listed above.

Below is a general description of how to conduct proper Citizen Participation process for each of the six (6) distribution methods. See the Department's current Grant Management Manual (GMM) Chapter on Citizen Participation for specific information and sample documents.

_____ County of Yuba _____ certifies that:

1. The PI Reuse Plan will be formally adopted via public hearing and resolution of _____ County of Yuba _____'s Governing Body, executed by Authorized Representative and fully executed by the Department. After the PI Reuse Plan is executed, the Jurisdiction reserves the right to set aside up to seventeen percent (17%) of PI received for payment of eligible GA costs. RLA activities which have PI funds being deposited into them may be activated with written Departmental approval.

The PI Reuse Plan may be amended by the _____ County of Yuba _____'s Governing Body to change the distribution percentages in a RLA via public hearing and resolution, and receipt of the Department's written approval.

2. All PI Waiver requests will be submitted for the Department's written approval. After the Department's review of the activity for Eligibility and National Objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the _____ County of Yuba _____'s Governing Body, as part of the PI Waiver Special Condition Clearance process.
3. PI committed to an open CDBG Contract to augment funding for an activity or committed to a pending application for grant funds will be formally adopted via public hearing and approval via resolution for an annual application submittal. Department approval and PI must be on hand.
4. Once a PI Reuse Plan has been executed by the Department, it is then in effect. GA PI funds can then be expended for eligible costs. GA PI funds will not be expended once the Reuse Plan is terminated by either party or the Reuse Plan has reached the 5 year expiration.
5. PI will be returned to the Department after a public hearing and formal resolution is passed by the _____ County of Yuba _____'s Governing Body.
6. Each of the above administrative processes must be in compliance with the CDBG Citizen Participation process as specified in federal regulations at 24 CFR 570.486, Local Government Requirements.

ADMINISTRATION OF ELIGIBLE ACTIVITIES AFTER DISTRIBUTION

Introduction: Administration of all CDBG eligible activities conducted under the distribution methods must be conducted in compliance with all current State and federal regulations and policies.

The _____ County of Yuba _____ will follow the Department's guidance for administering RLA activities, PI Waiver activities, or activities funded with PI committed to an open grant contract per the Department's current GMM Chapter regarding PI.

If ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the _____ County of Yuba _____ PI account using local jurisdiction funds.

1. RLA Administration

The _____ County of Yuba _____ certifies that the four RLAs under this PI Reuse Plan will be administered under the following criteria:

- A. RLAs with a balance must be “**substantially revolving**,” which means on an annual basis at least 60 percent (60%) of the funds in an RLA must be used for loans which will be repaid to the account. Up to the remaining 40 percent (40%) may be expended on non-revolving activities, which include Activity Delivery (AD), and grants for the same activity as the RLA.

Note: General Administration costs are not considered part of the jurisdiction's RLA Activities and should not be used in the consideration of "substantially revolving".

- B. A RLA which is the same activity as any funded open grant activity will be "substantially expended" before grant funds are requested for the grant activity.

The Department considers "**substantially expended**", to mean having no more than \$5,000 in a RLA.

- C. PI funds shall not be transferred between RLAs after execution of this Plan without following the proper CDBG Citizen Participation process, which includes a public hearing resulting in a certified resolution being submitted to the Department for written approval. However, the transfer of PI between RLAs each fiscal year, in the aggregate amount of \$5,000 or less, is not be subject to the Citizen Participation requirement, as stated above; but does require prior written Department approval.
- D. All PI funded activities shall be provided to project activities located within the boundaries of the _____ County of Yuba _____.

If an additional jurisdiction(s) receives benefit, a Joint Power's Agreement (JPA) between Jurisdictions(s) is required. The _____ County of Yuba _____ must receive written approval from the Department prior to implementation and prior to parties' execution of the JPA between the parties.

- E. The _____ County of Yuba _____ will submit program guidelines specific to each RLA activity for written Department approval. Once approval is issued to the Jurisdiction, the RLA will then be deemed active.
- F. This PI Reuse Plan will not be executed by the Department until all RLAs have clear distribution percentages listed above, and have Department approved program guidelines.

All CDBG PI Reuse Plans are limited to a five (5) year term from the date of execution.

PI funds within an RLA cannot be expended until this PI Reuse Plan is executed.

- G. Reporting on RLAs and other PI Activities will be required per the Department's current policies, including financial accounting of PI received and expended for RLAs and other PI Activities. Additionally, PI performance (National Objective data and beneficiary demographics) reported as HUD required accomplishment information will be required to be submitted in a timely manner or the Jurisdiction understands that it will be required to repay a PI account for ineligible cost or activities.

- H. AD costs are **only eligible** if one or more projects are funded and accomplishments (such as beneficiaries), for those activity(ies), on an annual basis, are reported on.

2. Eligible RLA Activities

The four (4) RLA(s) listed below each have a single eligible CDBG program activity. The County of Yuba certifies that all CDBG rules pertaining to each eligible activity will be followed.

A. Housing Rehabilitation Revolving Loan Account

The CDBG eligible activity under this RLA is a single-family housing rehabilitation program. The program will be used for the purpose of making loans to rehabilitate residential units (1-4 units), occupied by income eligible households. The CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits for the County of Yuba's **county**. Households will be income qualified based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Rehabilitation of "projects" (projects with five (5) or more units on one site) is not allowed under this RLA. Projects with five or more units must be funded via the annual grant process or through the PI Waiver process.

Jurisdictions wishing to include tenant occupied projects for the Housing Rehabilitation program must submit separate (distinguishable from the Owner Occupied Housing Rehabilitation guidelines) guidelines outlining the unique tenant occupied rules and processes.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by County of Yuba and approved in writing by the Department.

No more than 19 percent (19%) of program funds expended from this RLA shall be used for AD costs.

B. Homeownership Assistance (Homebuyer) Revolving Loan Account

The CDBG eligible activity under this RLA is acquisition of single family housing. The program will be used for the purpose of making loans to assist income eligible homebuyers to purchase a residential property (1-4 units). The CDBG National Objective of benefit to Low/Mod-income households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits. Households will be income qualified based on income calculation method specified in 24 CFR Part 5 and in accord with the Department's Income Manual.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Homeownership Assistance Program Guidelines that have been adopted by the County of Yuba and approved in writing by the Department.

No more than 8 percent (8%) of the funds expended from this RLA shall be used for AD costs.

C. Business Assistance Revolving Loan Account

The CDBG eligible activity of Special Economic Development will be conducted under this RLA. Specifically, the RLA will fund a business assistance program that provides direct financial assistance for eligible businesses that propose projects which create or retain permanent jobs. The CDBG National Objective being met by the Special Economic Development activity will typically be benefit to Low/Mod-income persons. As such, at least fifty one percent (51%) of the full time job positions created or retained will be made available to persons whose households have an annual income at or below 80 percent (80%) or less of the County of Yuba's **county** median income. Income eligibility is based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Business assistance projects under this RLA program may also meet the National Objective of elimination of slums and blight, but this must be approved by the Department in writing as part of the initial business's loan application.

Local review and underwriting of business assistance projects requesting a CDBG loan under this RLA shall be conducted under the Business Assistance Program Guidelines that have been adopted by County of Yuba and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

D. Microenterprise Assistance Revolving Loan Account

The CDBG eligible activity of direct financial assistance to eligible microenterprise businesses will be conducted under this RLA. Specifically, the RLA will fund a microenterprise direct financial assistance program that provides financial assistance to start up or existing microenterprise businesses. Eligible businesses must meet the HUD definition of microenterprise. A microenterprise is defined as a business that has five (5) or fewer employees including the owner(s). The only CDBG National Objective which will be used for this activity is benefit to Low/Mod-income households. As such, micro business owners assisted

under this program must be documented as having an annual household income at or below 80 percent (80%) of the Jurisdiction's **county** median income, based on income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Local review and underwriting of microenterprise business assistance projects requesting a CDBG loan or grant under this RLA shall be conducted under the Microenterprise Financial Assistance Program Guidelines that have been adopted by the County of Yuba and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

3. Administration of Non-RLA Program Income Expenditures

A. Program Income Waiver Eligible Activities

County of Yuba certifies that the PI Waiver Submission Process below will be followed if a PI Waiver is to be requested:

- 1) This process will involve discussion at a properly noticed public hearing, held in front of the County of Yuba's Governing Body, and submission of a Certified Resolution as part of a PI Waiver Request to the Department, in accordance with current Department policy, and any subsequent policy, regulation, or statutory-guidance, in writing, from The Department.
- 2) Final commitment and expenditure of PI Waiver funds will not commence until clearance of all required Special Conditions have been met, and written Department approval has been issued to the County of Yuba.
- 3) Reporting on PI Waiver activities will take place per current Departmental policies and include financial accounting of PI received and expended for PI Waivers and PI Waiver activity performance.
- 4) PI Waiver activities must be fully funded with program income already on hand. Therefore, future PI may not be pledged to the PI Waiver activity.
- 5) Only two (2) PI Waiver agreements may be open and active at any one time.

B. Program Income Committed in an Annual Grant Application and Included in an Open Grant Agreement

County of Yuba certifies that the PI Committed to a funded Annual CDBG Application will be:

- 1) Funded with PI currently on hand;
Future PI may not be pledged to an open grant activity.
- 2) Expended first and prior to requesting grant funds;
- 3) Administered in accordance with terms and conditions of the grant contract with the Department; and,
- 4) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

C. Program Income Added to an Existing Open Grant

County of Yuba certifies that the PI committed to an existing CDBG Grant will be:

- 1) Approved by the Department, with a Grant Amendment fully executed before PI can be committed to a grant activity.
- 2) Funded with PI currently on hand.
Future PI may not be pledged to an open grant activity.
- 3) Expended first and prior to requesting grant funds.
- 4) Administered in accordance with terms and conditions of the grant contract with the Department.
- 5) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

4. Program Income General Administration (PI GA) Cost Limitation and Activities

County of Yuba certifies that no more than 17 percent (17%) of the total amount of PI received annually will be expended for PI GA costs. These funds will accumulate annually and be carried from one fiscal year to the next if unexpended.

If more funds are expended than what is available in PI GA, the Jurisdiction will be required to return the over-expended GA amount back into their PI Account. *Additionally, any ineligible PI GA costs will also be required to be returned to their PI Account.*

GA eligible costs for PI are the same as open grant agreements with the Department. See the current CDBG Grant Management Manual (GMM) for list of eligible activities and allowable costs.

PI GA activity costs will be reflected on fiscal reports submitted to the Department as per current reporting forms and policies.

A. Planning Activities

The County of Yuba reserves the option of utilizing PI, within the 17 percent (17%) PI GA annual cap to fund planning studies for CDBG eligible activities.

All proposed planning activities must receive written Department approval prior to expending PI on the activity.

Eligible planning activities funded with PI are the same as open grant agreements with the Department. See current NOFA for a list of eligible planning studies.

All planning activities must have a final product (report or study) resulting from the expenditure of PI.

Upon completion of the planning activity, the study must be formally accepted by the Jurisdiction and submitted to the Department for review.

The planning activity costs will be reflected on fiscal reports submitted to the Department.

B. Loan Portfolio and Asset Management Policies and Costs

The County of Yuba certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122 A-133, 24 CFR Part 85.

Loan payment tracking and collection systems must be put in place for collection purposes of all loans funded with CDBG. In addition, loan servicing policies and procedures must be in place to service the loan assets, ensuring repayment.

Costs of managing the portfolio of CDBG funded loans may be charged to PI under GA within the allowable limits set by the Department.

SECTION TWO: JURISDICTION ASSERTIONS AND CERTIFICATIONS

1. Requirements of Program Income

The PI Reuse Plan is intended to satisfy the requirements specified in federal statute and regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible community development activities. Under federal guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local plan that will govern the expenditure of the PI. This plan has been developed to meet that requirement.

County of Yuba certifies that their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

2. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or sub-recipient.

3. Federal Nature of Program Income

County of Yuba certifies that per 24 CFR 570.489(e)(2)(i), as amended in the CDBG Final Rule May 23, 2012, all PI received through a RLA, will be counted as PI regardless of the amount, and all PI generated through an open grant that is \$35,000 or less may either be:

- A. Counted and reported as PI, allowing the Jurisdiction to include that amount in its PI GA (17%) calculation; or,
- B. Not counted as PI and reported as such, which “de-federalizes” the funds, and allows them to be deposited into the Jurisdiction’s General Fund. Supporting accounting records and documentation must be in the Jurisdiction’s file to substantiate the calculations reported.

If PI is generated from a loan that is made partially from a RLA and partially from another source, then the PI accounting and reporting must reflect the correct amounts and proportions of PI from the RLA (counted and reported as PI Income) versus the amount generated from the other source, which may be accounted for and reported using either of the methods above.

4. Definition of Excessive Program Income

County of Yuba certifies that if there is excessive PI (\$500,000 or more), which includes GA, at the end of the fiscal year they will be required to submit a plan (included in the Reporting form) for expending the funds to the Department for review and approval. The County of Yuba understands that if no plan is submitted, or the plan is not approved by the Department, it risks having to return the PI to the Department. The County of Yuba agrees to use the Semi Annual PI Report forms to describe the reason(s) for the excessive amount and the method(s)/plan(s)/reason(s) the County of Yuba will use to reduce the amount over the coming year.

Should the Jurisdiction choose to ‘accumulate’ PI to fund a project that will cost more than \$500,000, the Jurisdiction must identify the project in their Semi Annual PI Report form with a detailed narrative about the project and the expected timing for the project to start and complete, with completion including the meeting of a national objective. Approval of a PI balance above \$500,000 will be made on a case-by-case basis.

5. Reporting of Program Income

County of Yuba certifies that CDBG PI will be accounted for using the Department’s fiscal year (July 1 to June 30). All receipts and expenditures of PI in accordance with this PI Reuse Plan will be monitored and reported per the Department’s fiscal year cycle. County of Yuba certifies that they will report using the Department’s reports/forms and will submit them in a timely manner.

6. Duration of This Program Income Reuse Plan

County of Yuba and the Jurisdiction's Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG representative listed in this Agreement unless otherwise notified by the Department.. The Department has the Authority to void the Agreement with notice for cause.

7. Status of Program Income Upon Leaving State Non-Entitlement CDBG Program and Entering the CDBG Entitlement Program

County of Yuba certifies that the Jurisdiction's Governing Body may move the PI earned under the State program to the Entitlement Program if/when the Jurisdiction is authorized and chooses to participate in the CDBG Entitlement Program provided the Jurisdiction's Governing Body certifies that the County of Yuba has:

- A. Officially elected to participate in the Entitlement Grant Program;
- B. Agrees to use such PI in accordance with Entitlement Program requirements; and,
- C. Sets up Integrated Disbursement Information System (IDIS) access and agrees to enter receipt of PI into IDIS.
- D. The County of Yuba submits the above to the State and receives the Department's approval to no longer report State CDBG PI to the Department.

8. Status of Program Income Upon Entering the State Non-Entitlement CDBG Program from the Entitlement CDBG Program

County of Yuba certifies that the Jurisdiction's Governing Body will inform the Department in writing of the Jurisdiction's decision to either:

- A. Retain program income generated under Entitlement grants and continue to comply with Entitlement program requirements for program income; or
- B. Retain the program income and transfer it to the State CDBG program, in which case the Jurisdiction will certify that it will comply with the state's rules for program income and the requirements of 24 CFR 570.489(e) and (f).

9. Amendment of PI Reuse Plan

County of Yuba certifies that it will adopt and submit for Department written approval a new version of this plan as updates are released by the Department.

SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

TERMS AND CONDITIONS: County of Yuba certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

1. Authority & Purpose

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

In accepting the PI Reuse Plan Approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Plan. Any changes made to the PI Reuse Plan after this Agreement is accepted must receive prior written approval from the Department of Housing and Community Development (Department).

2. Distribution for Reuse of PI

- A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Plan. All written materials or alterations submitted as addenda to the original PI Reuse Plan and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Plan.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Plan in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

- B. The PI funded activities shall principally benefit Low/Mod-income persons or households (Low/Mod) whose income is no more than 80 percent (80%) of the median area income.

3. Sufficiency of Funds and Termination

The Department may terminate this Agreement at any time for cause by giving at least 14 days written notice to the Jurisdiction. Termination shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

4. Meeting National Objectives

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- A. Benefit to HUD defined Low/Mod-income person or household (LMI). The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or;
- B. Prevention or elimination of slums or blight. In order for an activity to meet the National Objective of elimination of slums and blight, the activity must take place in an area that meets the definition of a blighted area and the project must be shown to eliminate blight or prevent further blight per Federal Regulation 24 CFR, Part 570.483(c).
- C. For Microenterprise Assistance activities, the Jurisdiction must only meet the benefit to Low/Mod-income person or household (LMI) National Objective.

5. Inspections of Activities

- A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.
- B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

6. Insurance

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Reuse Plan.

7. Contractors and Subrecipients

- A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
 - 1) Contractors are defined as program operators or construction contractors who are procured competitively.
 - 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.
- B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:
 - 1) Compliance with the applicable State and federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 - 2) Maintenance of, at minimum, the State-required Workers' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.
 - 3) Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.
 - 4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.
- C. Contractors shall:
 - 1) Perform the activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
 - 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- 2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

8. **Obligations of the Jurisdiction with Respect to Certain Third Party Relationships**

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

9. **Periodic Reporting Requirements**

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

- A. **Semi-Annual PI Expenditure/Performance Report:** Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unspent PI. PI Waivers or open Grants with no accomplishment are not excluded to the reporting requirement.
- B. **Annual Federal Overlay Reporting:** Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3, and Minority Owned Business/Women Owned Business (MBE/WBE).

- C. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- D. Any other reports that may be required as a Special Condition of this Agreement.

10. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a jurisdiction's authority to expend PI (Waiver, RLA and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

11. Signs

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

12. Audit/Retention and Inspection of Records

- A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the SCO during the term of this Agreement, the Jurisdiction will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion plan is subject to prior review and approval by the Department.
- B. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final

payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.
- F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.
- G. The jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

16. Lead-Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the "awarding body" as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. Compliance with State and Federal Laws and Regulations

- A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.
- B. The Jurisdiction agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

19. Anti-Lobbying Certification

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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; and,
- B. If any funds other than federal appropriated funds have been paid or will be paid 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 Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

20. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

21. Citizen Participation

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

22. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

23. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

24. Environmental Requirements

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

25. Equal Opportunity

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

- 1) The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors, and assigns. Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

26. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required

notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

27. Federal Labor Standards Provisions

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

28. Procurement

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

29. Non-Performance

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

30. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

31. Uniform Administrative Requirements

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

32. Section 3

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

33. Affirmatively Furthering Fair Housing

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

34. General Contract Conditions

The following conditions apply to all activities, including set aside activities. The Jurisdiction must meet the conditions within ninety (90) days of this Agreement's execution. Failure to meet the following Special Conditions may result in termination of this Agreement.

A. Environmental Compliance

The Jurisdiction shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Jurisdiction. The level of compliance varies by activity. NEPA review must be completed by the Jurisdiction for each activity and approved in writing by Department staff prior to incurring costs on the activity(ies).

B. Acquisition/Relocation Compliance

The Jurisdiction must document its compliance with the Uniform Relocation Act, Section 104(d) before release of funds by the Department. The Jurisdiction must submit a specific relocation assistance plan for each activity which may result in temporary or permanent displacement. For projects where there will be temporary or permanent displacement, the Jurisdiction must submit signed General Information Notices (GINs) from

each tenant who was residing in the project at the time of Application submittal. If the Jurisdiction believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, which will be subject to written approval by the Department.

C. Site Control

The Jurisdiction shall demonstrate site control of the proposed project property by submitting evidence of one or more of the following to the Department:

- 1) Fee title;
- 2) A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all Program requirements;
- 3) An option to purchase or lease;
- 4) A disposition and development agreement with a public agency;
- 5) A land sale contract, or other enforceable agreement for the acquisition of the property; or,
- 6) All easements and right-of-ways (required for completion of the CDBG project) must be obtained.

D. Funding Commitments and Project Cost Estimates

All funding required for project completion must be documented and committed. If all funding is not committed, the Department shall terminate this Agreement. If the Jurisdiction has applied for other funding prior to the execution of this Agreement, the Jurisdiction must notify the Department as soon as that application is approved or denied. If the Jurisdiction must apply for other funding after the execution date of this Agreement, the Jurisdiction must apply at the earliest possible opportunity offered by the other funding source(s) and notify the Department as soon as that application is approved or denied.

A current third-party cost estimate must be provided by the engineer or architect for the project.

E. Activity Administration Documentation

There are four methods of administering and/or completing RLA activities:

- 1) Use of in-house staff only;
- 2) Subrecipient agreement(s) with qualified non-profit(s);

- 3) Consultants/contractors/others obtained through federal procurement procedures; and,
- 4) Any combination of the above methods.

The Jurisdiction must provide the following documentation demonstrating that one or more of these methods were used for the GA of the RLA and for all activities carried out under this Agreement.

- 1) Use of in-house staff only: If not previously provided in the Application, submit staff resumes and duty statements that clearly identify that Jurisdiction staff has capacity and experience to complete administration of the proposed activities in the Application.
- 2) Subrecipient agreement(s) with qualified non-profit(s): Subrecipients, and their respective agreements with the Jurisdiction must adhere to all Program requirements. Submit the subrecipient agreement that was executed between the non-profit and the County of Yuba. (Submitting draft documents for review prior to execution is recommended.) The scope of work in the subrecipient agreement must match the description of activity in this Agreement. Any parts of the activity description in this Agreement not covered by the subrecipient agreement must have separate procurement information. If the subrecipient is using CDBG funds to hire other consultants or subrecipients to do part or all of the Work then the procurement documentation or additional subrecipient agreements must be provided to the Department for review and approval.
- 3) Consultants: Submit procurement documentation that all third-party consultants are procured in accordance with Federal Procurement Procedures and the Grant Management Manual, as follows:

A copy of the document used to notify prospective consultants, such as a Request for Proposal or similar document.

A list of all bid respondents, showing respondents' contact information and the dollar amount of each proposal.

A brief description of the process used to select the consultant/contractor/other, including the rationale for the selection.

Additional information may be found in the Grant Management Manual, Program Operators.

F. Compliance With All Loans and/or Grant Agreements

Pursuant to this Agreement, the Jurisdiction must comply with State and Federal Laws and Regulations that pertain to matters applicable to the Jurisdiction. Prior to disbursement of any funds under this Agreement, the

Jurisdiction shall be in compliance with all loan and/or grant agreements to which it is a party, which are administered by the Department.

G. Easements and Rights-of-Way

If required for the completion of a CDBG project, the Jurisdiction must obtain all easements and rights-of-ways required for completion of the CDBG project within twelve (12) months of execution of this Agreement. Failure to obtain these may result in termination of this Agreement.

H. Section 504 Accessibility Requirements

- 1) Section 504 Regulations apply when CDBG funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or "substantially" rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the units designed for and accessible to persons with mobility and sensory impairments.
- 2) For a federally assisted new construction housing project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.
- 3) Under Section 504, alterations are substantial (i.e. substantially rehabilitated) if they are undertaken to a housing project that has 15 or more units and the cost of the alterations is seventy-five percent (75%) or more of the replacement cost of the completed facility; and require that a minimum of five percent (5%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.
- 4) The Jurisdiction shall provide documentation satisfactory to the Department verifying that the required housing units or public facility described in the project comply with the accessibility standards. CDBG funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

I. Grantee's Data Universal Numbering System (DUNS)

The Jurisdiction shall provide the Department with a DUNS number for any contractor or subcontractor prior to release of any funds under this Agreement.

35. Community Development Activity Conditions

A. Homeownership Assistance

If the Work to be performed under this Agreement involves Homeownership Assistance, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Homeownership Assistance Program Guidelines and its PI Re-Use Plan to the Department for review and approval within ninety (90) days of the execution date of this Agreement.
- 2) If the Jurisdiction proposed to assist homebuyers to purchase newly constructed units in its CDBG application under the Homeownership Assistance activity, the following requirements must be met:
 - a) The units must have been available for sale to the general public;
 - b) Development of the new subdivision must not be dependent upon the funding of the homebuyer loan;
 - c) CDBG funds shall not be used for construction; and,
 - d) Homeownership Assistance loans will not be approved prior to the foundation of the housing being in place.

B. Housing Rehabilitation

If the Work to be performed under this Agreement involves Housing Rehabilitation, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Housing Rehabilitation Program Guidelines and its PI Re-Use Plan to the Department for review and approval.
- 2) Affordable Rent: If the Jurisdiction's Housing Rehabilitation Program provides for rehabilitating rental properties, the Jurisdiction must submit to the Department its provisions for assuring affordable rent for the LMI occupants. Jurisdiction may include this information as part of the Housing Rehabilitation Program Guidelines.

36. Economic Development Activity-Specific Conditions

A. Restrictions on CDBG-Assisted Public Property

CDBG funds can be used by the Jurisdiction to purchase or rehabilitate public property. The change of use of real property provisions contained in 24 CFR 570.489(i) apply to real property within the unit of general local government's control (including activities undertaken by subrecipients), which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement (currently \$100,000). The restrictions shall apply from the date CDBG funds are first spent for the property until five (5) years after completion of the project. See the Federal Regulations for the full text of this regulation. The Jurisdiction must provide documentation of proper restriction on assisted property.

B. Business Assistance Activity

- 1) Jurisdictions implementing Business Assistance (BA) Loans, shall submit program guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements" and with public benefit requirements contained in 24 CFR 570.482(f).
- 2) Jurisdictions implementing a BA loan shall provide a written Employment Agreement required to be executed between the Jurisdiction and the business owner [requirements of the Employment Agreement are described in 24 CFR 570.506 (b), (5), and (6)]. The written Employment Agreement must include a commitment by the business that the jobs are to be created or retained by the termination date of this Agreement and that at least fifty-one percent (51%) of all jobs created or retained (on a FTE basis) will be held by LMI persons. The Employment Agreement shall specify that, prior to receiving assistance, the business shall agree to:
 - a) Provide a listing, by job title, of the permanent jobs projected to be created;
 - b) Identify which jobs, if any, are part-time and the annual hours of work for each position;
 - c) Identify which jobs are projected to be filled by LMI; and,
 - d) Provide periodic reporting (semi-annual) not limited to: listing jobs, by job title, of all the permanent jobs actually filled, and which of those jobs are held by members of the LMI.

C. Microenterprise Assistance Activities

- 1) Jurisdictions implementing a Microenterprise Assistance activity for technical assistance and/or microenterprise loans, shall submit program guidelines that ensure compliance with CDBG requirements. Specifically, guidelines must ensure that all beneficiaries of the program are eligible micro enterprises, per HUD definitions. A microenterprise must:
 - a) Have all owners of the business documented as meeting HUD family income eligibility standards; and,
 - b) Have documentation that the business's owners and employees are five (5) or fewer in number.
- 2) When implementing a Microenterprise Program, the program guidelines shall include the proposed benefits, eligible activities and ongoing evaluation of program services. The guidelines will include a Beneficiary Tracking Plan, which defines the goals; identifies the roles and responsibilities of the service providers; identifies the market and focuses the outreach; defines the screening and referral process; and, tracks the beneficiaries through the program's level of service. The Beneficiary Tracking Plan shall also describe the roles and responsibilities of the Jurisdiction and/or program operator for meeting the reporting requirements of the State CDBG Program.
- 3) When implementing a Microenterprise Program that is part of an integrally-related component of a larger project where non-LMI persons will be extended training and supportive services, shall submit guidelines including the methodology describing how CDBG funds will only be used towards the assistance of LMI to LMI persons under the Jurisdiction's activity.
- 4) Jurisdictions implementing a Microenterprise activity for loans to microenterprises made with Grant funds or PI funds, shall submit guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR, Part 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."
- 5) If under this Agreement, a Microenterprise Façade Improvement activity is being implemented, the Jurisdiction shall submit program guidelines that ensure compliance with CDBG National Objective requirements, as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."

D. Required Agreements for Assisted Businesses

The Jurisdiction shall execute a written agreement between the Jurisdiction and the business receiving CDBG funds (loans or grants) under this Agreement to ensure compliance with CDBG State and federal regulations. The written agreement shall contain language to ensure each business complies with the terms of this Agreement, Exhibit A, as well as each of the criteria as set forth in 24 CFR 570.506 (b)(4) and (c).

- 1) Each agreement between the Jurisdiction and the business(es) shall be submitted to the Department for review and written approval, prior to execution by the business and County of Yuba.
- 2) Each agreement shall require the business to report employee information periodically (semi-annual) to the Jurisdiction. The report shall list each job position by job title and number of annual hours worked and LMI status. The report shall list all the permanent jobs actually created or retained, and identify which of those job positions are held by members of the LMI. Additionally, the report shall include the demographics of job holders (ethnicity/race, disability, status, gender, and head of household status).
- 3) Each agreement shall require the business(es) submit a Data Universal Numbering System (DUNS) number and be verified as not being on the current federal debarred list, prior to receiving any CDBG financial assistance. The agreement shall require proof of proper insurance for secured collateral and protecting the Jurisdiction. The agreement shall reference this Agreement between the Department and the Jurisdiction. The agreement shall contain all other special conditions as directed by the Department or local loan committee. The agreement shall include but is not limited to the following conditions:
 - a) Maintaining a specific annual debt service level; and,
 - b) Requiring a quarterly review of the businesses financial statements with the owner and accounting staff.

37. Community and Economic Development Planning Activities

A. Non-Implementation Activity

In some cases, the Department may allow a Jurisdiction to first complete a Household Income Survey and/or a Market Study in order to document low-income benefit for the proposed study. In such cases, the Jurisdiction must conduct the survey according to CDBG standards and submit the survey for review and written approval by the Department, prior to initiating any further study activities. All Non-Implementing/Planning Activities pursuant to this Agreement must be funded with PI General Administration (PI GA).

B. Implementation Activity

Implementation Activities are not permitted under this Agreement using PI GA funds.

☐ Certified Approving Resolution Is Attached

I certify that the foregoing is true and correct, and will follow all requirements of this agreement. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending _____ County of Yuba _____ authority to expend PI or may require _____ County of Yuba _____ to return unused PI to the State until the _____ County of Yuba _____ clears the serious compliance issues.

Signature of Authorized Representative

Date Signed

Wendy Hartman, CDSA Planning Director
Name and Title of Authorized Representative

Signature of CDBG Section Chief

Date Signed

Name of CDBG Section Chief



Land Use and Public Works Committee



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

April 16, 2013 www.co.yuba.ca.us



138-13 BUILDING 749-5440 • Fax 749-5616

CODE ENFORCEMENT
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ENVIRONMENTAL HEALTH • CUPA
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HOUSING AND COMMUNITY SERVICES
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PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
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TO: LAND USE & PUBLIC WORKS COMMITTEE

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS 

SUBJ: APPROVE BUDGET TRANSFER FROM TRUST 391 TO THE ROAD FUND

RECOMMENDATION:

That the Board of Supervisors approve a budget transfer from Trust 391 (FEMA HMGP—Olivehurst Drainage), to the Road Fund, in the amount of \$196,408.62 (balance on March 31, 2013), plus any unrealized interest bringing the fund 391 balance to zero.

BACKGROUND:

Trust 391 was created over fifteen years ago as a repository for reimbursement funds from FEMA for work performed by Public Works on several FEMA grant-funded drainage improvement projects in Olivehurst. Typically grant programs such as FEMA's require a standalone trust fund so that the funds are not commingled with other funds, making it easier for accounting and auditing purposes.

DISCUSSION:

As a result of the 1997 flood, Public Works constructed several hazard mitigation drainage improvement projects in Olivehurst using grant funding from FEMA. Under the standard process, Public Works fronts the expense to perform construction projects, and is then reimbursed in arrears from the granting agency. Our records indicate that no FEMA grant projects have been processed in over five years, and as a result there are no recent deposits into Trust 391.

Unfortunately, insufficient records exist to clearly confirm the initial source of funds that incurred the expenses for later reimbursement, deposited in Trust 391. It is very likely that the necessary records were purged or inadvertently destroyed when some of our project files were mistakenly destroyed in October 2007. See attached Board of Supervisors staff report dated December 18, 2007.

Staff is recommending transferring the balance of Trust 391, plus any unrealized interest bringing the fund 391 balance to zero, to the Road Fund. We believe this is prudent because Road Fund monies can only be spent on certain road eligible projects. By reimbursing the Road Fund, this eliminates the potential for ineligible expenditures of Road Fund monies.

FISCAL IMPACT:

If your Board approves this action, the Road Fund will realize increased revenue of \$196,408.62 (balance on March 31, 2013), plus any unrealized interest bringing the fund 391 balance to zero, to be expended on road/paving projects.


The County of Yuba

DEPARTMENT OF ADMINISTRATIVE SERVICES

STEPHEN G ANDROVICH - Director
TARA REPKA FLORES - Assistant Director



(530) 749-7880
FAX (530) 749-7884

To: Board of Supervisors
From: 
Tara Repka Flores, Interim Director of Administrative Services
Subject: Document Destruction Resolution
Date: December 18, 2007

Recommendation:

Adopt a Resolution acknowledging the accidental destruction of Public Works records.

Background:

The Administrative Services Department coordinated a confidential document destruction service on Oct 19, 2007. During the document destruction that occurred on Oct 19, 2007 some Public Works records were destroyed which should not have been, including but not limited to the following:

- 05/06 Journals
- 05/06 Deposits & Receipts
- 05/06 Fund 102 (Road Fund) Reconciliations
- 05/06 Fund 150 (ASF) Reconciliations
- 05/06 Budget 101-1500 (Surveyor) Reconciliations
- 05/06 Budget 101-3300 (Drainage Ditch) Reconciliations
- Encroachment & Transportation Permits
- Agreements
- Engineering Files
- Specific Plan & EIR Studies
- SWPPP Binders
- CSA History and Information
- Pavement Management & SWMP
- Accident Reports (possibly)
- 05/06 APs
- 05/06 Trust Files (Information, Correspondence, APs, Deposits, Journals & Reconciliations)

The Auditor maintains all original financial documentation for 5 years from creation date, so that will be the backup source to obtain the financial documentation lost if any future audits occur. Public Works staff will attempt to recreate the other items that were destroyed but were not filed with the Auditor's office on an as needed basis.

Additional internal controls have been put in place by the Administrative Services Department to ensure this type of error will not occur again in the future. The entire new procedure that will be followed going forward is attached.

Fiscal Impact:

There should not be a financial impact assuming the Auditor's Office has all of the financial documentation to support the charges against various Public Works projects. Possible adverse financial impact during potential future audits could occur if this is not the case. Effort will be made to minimize and eliminate any impacts. There may be some clerical staff time involved to recreate Public Works documentation if needed.

Committee Action:

None.

Document Destruction Procedures Administrative Services Department

By: Tara Repka Flores and Pat Thomas

November 6, 2007

- 1) Document destruction sessions will be scheduled periodically by Custodial Services Manager.
- 2) Once date is scheduled, Custodial Services manager will contact each department, notifying them that Document Destruction will be available on the specified date, and also of the procedures which they will be involved in and responsible for as outlined below.
- 3) In the communication noted in step 2, the Custodial Services Manager will attach a form for each department to fill out, and the responsible party from the department should sign and return to Custodial Services Manager. The form will indicate how much material needs to be destroyed (for example number of boxes), and where it is located. This form will also indicate that it is the responsibility of each department to make sure they are in compliance with County Resolution Number 2000-105, and the need for someone to accompany the custodial staff when they are moving boxes to be destroyed.
- 4) Custodial Services will supply labels that each department should label items to be destroyed with. The labels will be a specific color for the date that is scheduled. Only items with this label will be destroyed.
- 5) On the day of the Document Destruction, each department will provide a representative from their department to accompany the custodial staff that is moving the items to be destroyed. This representative will sign a manifest verifying we moved the correct boxes, that they are in compliance with Resolution Number 2000-105, and everything we moved should indeed be destroyed.

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: April 16, 2013

DEPARTMENT CDSA - PUBLIC WORKS

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2013

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
102-0000-371-97-03	Contributions from Trust	196,409

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
102-9100-431-23-01	Special Projects	196,409

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
391-0000-101-01-00 FEMA HMPG	196,409

FUNDS TO BE INCREASED:

FUND	AMOUNT
102-0000-101-01-00 ROAD FUND	196,409

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Budget revision to closeout Trust 391 FEMA HMGP-Olivehurst Drainage into the Road Fund for eligible road work.

APPROVED:

☐ AUDITOR - CONTROLLER _____
Signature Date

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR: _____
Signature Date

PUBLIC WORKS DIRECTOR

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controller's Office.
AUDITOR - CONTROLLER



Approved: BOARD OF SUPERVISORS

Auditor/Controller,

Clerk of the Board

Date

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