

BOARD OF SUPERVISORS

AMENDED AGENDA

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



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JUNE 18, 2013

ADDENDUM TO AGENDA - ADDED TO CONSENT AGENDA ITEM C. 3. (Community Development and Services)

- 9:00 A.M. LAND USE AND PUBLIC WORKS COMMITTEE** - (Supervisors Abe and Vasquez - Alternate Supervisor Nicoletti)
- A. Consider Reclamation District 784 Drainage Impact Fee Nexus Study and resolution establishing the RD 784 Development Impact Fees - Community Development and Services (20 minute estimate) (230-13)
- 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 Vasquez
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
- A. Administrative Services
1. Approve Airport lease agreement with Michael Radtke for corporate hanger lease site 11, hangar 1, and authorize Chair to execute. (232-13)
- B. Clerk of the Board of Supervisors
1. Approve meeting minutes of June 4, 2013. (233-13)
- C. Community Development and Services
1. Authorize Auditor to disburse \$463,416.72 in Measure D Funds from Fund 807 in the following amounts; \$440,477.59 to County Road Fund 102; \$18,536.67 to City of Marysville; and \$4,402.46 to City of Wheatland. (234-13)
2. Approve Plans, Specification and Estimates; authorization for advertisement of bids for Powerline Road Bike and Pedestrian Improvements Safe Routes to School Phase III; and authorize Chair to execute. (235-13)
3. Adopt resolution amending the Community Services Block Grant 2013 Community Services Commission standard agreement and authorizing Chair to execute. (249-13)
- D. County Administrator
1. Authorize Budget Transfer in the amount of \$9,274 appropriating AB 109 Public Defender funding to Account No. 101-2300-420-2300 (Professional Services). (236-13)
- E. Health and Human Services
1. Approve Medi-Cal Targeted Case Management Provider Participation Agreement with California Health and Human Services to allow participation and authorize Chair to execute.(237-13)

2. Adopt resolution authorizing the Chair to accept funds on behalf of the Health and Human Services Department from the State of California Department of Social Services Transitional Housing Placement-Plus Fiscal Year 2013/2014 and authorize the Chair to execute any related documents. (238-13)
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F. Yuba-Sutter Economic Development Corporation

1. Adopt resolution approving the amendment to the Yuba County Action Plan within the 2013-2014 Comprehensive Economic Development Strategy Plan for the Yuba-Sutter Economic Development District. (240-13)

IV. **SPECIAL PRESENTATION**

- A. Present Certification of Recognition to the Agents of Change for excellence in serving our community. (241-13)

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

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- A. Letter from Sarbdeep H. Atwal relating to requirement of Conditional Use Permit for tree farming in the Plumas Lake General Plan area.
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X. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 021-150-061/Roberta Butler Negotiating Parties: Mike Lee Negotiation: Terms and Price
- B. Pending litigation pursuant to Government Code §54956.9(a) - Fullmer vs. County of Yuba
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Posted 6/14/13

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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
www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

June 18, 2013

TO: YUBA COUNTY LAND USE AND PUBLIC WORKS COMMITTEE

FROM: KEVIN MALLEN, CDSA DIRECTOR 

SUBJ: RECLAMATION DISTRICT 784 DRAINAGE NEXUS STUDY AND IMPACT FEES

RECOMMENDATION:

Receive the Reclamation District 784 Drainage Impact Fee Nexus Study (Nexus Study) with associated addenda and resolution establishing the RD 784 Development Impact Fees, and make a recommendation to the Board as appropriate.

BACKGROUND:

Economic & Planning Systems, Inc. (EPS) prepared a drainage impact fee nexus study for Reclamation District 784. The study area includes the entire RD784 district boundary and is broken into three zones of benefit or drainage Basins (A, B, and C). Historically, RD784 has collected its own impact fees, but it has recently become unclear if the District has authority to do so. As a result, the District had EPS perform an update to the Nexus Study and is now requesting that the County collect drainage impact fees on its behalf. A similar situation was set up with the Olivehurst Public Utility District and remains in affect today. RD 784 has already adopted the updated Nexus Study with associated addenda, and approved a resolution setting drainage impact fees including agreeing to have the County implement the fees (copies of all are attached).

DISCUSSION:

The nexus study prepared by EPS distributes the costs for needed drainage infrastructure within each of the District's three drainage basins to an impact fee for each type of proposed land use. Since the District does not have authority to collect land development impact fees, it is requesting that the County collect the fees on its behalf. The County will be responsible for collecting the fees, maintaining an accounting of the fees, and distributing the fees to RD 784 as needed or required. The County will not be directly involved with RD 784's drainage improvements.

FISCAL IMPACT:

The County will retain a portion of the fees to cover administrative costs associated with the fee collection. The total administrative fee is 4% of the gross collections, with 3% going to RD 784 and the County retaining 1%. This 1% is equivalent to the following amount per acre of development for medium density residential: \$70 in Basin A, \$104 in Basin B, and \$171 in Basin C.

**BEFORE THE BOARD OF TRUSTEES
OF RECLAMATION DISTRICT 784**

In re:

RESOLUTION ADOPTING ADDENDA TO NEXUS STUDY AND)	
AMENDING PROPOSED DRAINAGE IMPACT FEES FOR)	Res. No. 2013-05-01
DEVELOPMENT IN RECLAMATION DISTRICT 784.)	

WHEREAS, Reclamation District 784 (the “District”) is the agency with jurisdiction over internal drainage, including the design, construction, operation, and maintenance of drainage facilities, within portions of the County of Yuba (the “County”);

WHEREAS, the County has previously authorized and designated land uses that allow urban development, such as residential, commercial, and industrial land uses within the boundaries of the District, including, but not limited to, the Plumas Lake Specific Plan, the North Arboga Study Area, and the East Linda Specific Plan, and said development requires the improvement of existing drainage facilities, the construction of additional drainage facilities, the expansion of existing maintenance equipment, and the upgrade of other resources within the District;

WHEREAS, the District has adopted a Master Drainage Plan (“Master Plan”) which identifies three separate drainage basins within the District’s boundaries, Drainage Basins A, B, and C, and which also generally specifies the drainage improvements required for new development and implements the Districts goals, policies, and objectives for ensuring the District’s drainage facilities, equipment and resources are sufficient to accommodate existing and new development;

WHEREAS, the District has determined its adopted Master Plan is consistent with the goals, policies, and actions contained in the County’s adopted General Plan, including, but not limited, to Goal CD15 of the 2030 General Plan due to the General Plan’s designated land uses triggering the need of said Master Plan, and the District will continue to review its Master Plan to ensure it remains consistent with the goals, policies and actions contained in said General Plan;

WHEREAS, on December 4, 2012, the District has adopted Resolution No. 2012-12-01 amending drainage impact fees for existing parcels (Infill Projects) within RD 784 to be compliant with the goals of the County’s adopted General Plan;

WHEREAS, the District has prepared updates of the costs and fees required to fully implement the drainage improvements indicated in the Master Plan to accommodate new development;

WHEREAS, in accordance with the requirements of the Mitigation Fee Act (Government Code sections 66000 et seq.) the District previously caused Economic & Planning Systems, Inc. (“EPS”) to prepare a report entitled “Reclamation District 784 Drainage Impact Fee Nexus Study,” (“2011 Nexus Study”);

WHEREAS, by Resolutions Nos. 2011-06-01, 2011-06-02, and 2011-06-03, the District’s Board of Trustees adopted and approved the proposed Drainage Impact Fees for Basin A, including Basin A-1, Basin B,

and Basin C, including Basin C-1, respectively, on June 7, 2011, after holding a public meeting, noticed in accordance with law, at which oral and written presentations were permitted;

WHEREAS, the Drainage Impact Fees indicated in Resolutions Nos. 2011-06-01, 2011-06-02, and 2011-06-03, were not to become effective until adopted and approved by the County, and the County has not yet adopted and approved these Drainage Impact Fees;

WHEREAS, as a result of the delay, changes to land uses designated by the County, and changes required by the County's draft implementation language for the Drainage Impact Fee Program, the costs of the drainage improvements has changed, necessitating changes to the proposed Drainage Impact Fees indicated in Resolutions Nos. 2011-06-01, 2011-06-02, and 2011-06-03;

WHEREAS, in accordance with the requirements of the Mitigation Fee Act (Government Code sections 66000 et seq.), the District has caused EPS to prepare a report entitled "Addendum #1: Reclamation District 784 Drainage Impact Fee Updates" ("Addendum #1") to update these costs and determine the appropriate Drainage Impact Fees for development;

WHEREAS, Tables 1, 2 and 3, of Addendum #1 indicate the required changes to the proposed Drainage Impact Fees for Drainage Basin A, including Drainage Basin A-1, Drainage Basin B, and Drainage Basin C, including Drainage Basin C-1, respectively;

WHEREAS, Tables 1, 2, and 3 of Addendum #1 are attached to this Resolution as Attachments 1, 2, and 3, respectively, and are incorporated herein by this reference;

WHEREAS, Addendum #1 also identifies that the Drainage Impact Fees have been adjusted to reflect costs as of December 2012, and that future annual adjustments for inflation shall start with the Drainage Impact Fees indicated in Attachments 1, 2, and 3.

WHEREAS, in accordance with the requirements of the Mitigation Fee Act (Government Code sections 66000 et seq.), the District has also caused EPS to prepare a report entitled "Addendum #2: Reclamation District 784 Drainage Impact Fee Land Use Definitions" ("Addendum #2") to clarify the definitions of the land use categories identified in the 2011 Nexus Study and in Addendum #1;

WHEREAS, Table 1 of Addendum #2 identifies and clarifies the general and specific land use categories for the Drainage Impact Fee program and is incorporated herein by this reference;

WHEREAS, the Master Plan and the 2011 Nexus Study have been on file at the District's Office and available for public inspection at the District's office since May 10, 2011, and the 2011 Nexus Study has also been available on the District's website since May 10, 2011;

WHEREAS, Addendum #1 and Addendum #2 have been on file at the District's Office and available for public inspection at the District's office and on the District's website since February 4, 2013, amended as of May 2, 2013;

WHEREAS, the District's Board of Trustees, prior to the adoption of this Resolution, held at least one public meeting, noticed in accordance with applicable law, at which oral and written presentations were permitted; and

WHEREAS, the District's Board of Trustees has considered the Master Plan, the 2011 Nexus Study, Addendum #1, Addendum #2, and all oral and written presentations submitted to the Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Reclamation District 784 as follows:

Section 1. Purpose and Findings.

- A. **Purpose.** In order to implement the goals, policies, and objectives of the District and comply with the requirements of the Mitigation Fee Act (Government. Code section 66000 et seq.), the District has caused to be prepared the Master Plan, the 2011 Nexus Study, Addendum #1, and Addendum #2. These plans and reports set forth the drainage facilities, equipment, and other resources required to accommodate the needs created by new development within the District. Due to the District's Master Plan being a plan to accommodate new development allowed under the County's adopted General Plan, the District has ensured that the Master Plan is in conformance with the goals, policies and actions of the 2030 General Plan and, in particular, those goals policies and actions related to drainage such as the policies and actions contained in Goal CD 15. The Master Plan, the 2011 Nexus Study, Addendum #1 and Addendum #2 also delineate the drainage improvements within three distinct drainage sheds within the boundaries of the District, referenced herein as Drainage Basin A, including Drainage Basin A-1, Drainage Basin B, and Drainage Basin C, including Drainage Basin C-1. In addition, the Master Plan, the 2011 Nexus Study, Addendum #1 and Addendum #2 delineate the required Drainage Impact Fees.
- B. **Findings:** The Board of Trustees finds and determines as follows:
1. The facilities, equipment and other resources identified in the Master Plan are representative of the facilities, equipment and other resources required to accommodate new development within the District's boundaries.
 2. The Master Plan, the 2011 Nexus Study, Addendum #1, Addendum #2, and related information, including the basis upon which the Drainage Impact Fees are calculated, have been available to the public for inspection at the District's office and website for a period of at least 14 days.
 3. The District has ensured that the Master Plan, the 2011 Nexus Study, Addendum #1, and Addendum #2 are consistent with the County's General Plan and, in particular, with Goal CD 15.
 4. In establishing the Drainage Impact Fees described in the following sections, the Board of Trustees has found the fees to be consistent with the Master Plan, the 2011 Nexus Study, Addendum #1, and Addendum #2, and, pursuant to Government Code section 69513.2, has considered the effects of the fees with respect to the County's housing needs as established in the Housing Element of the General Plan.

5. The Board of Trustees further finds that the 2011 Nexus Study, as updated by Addendum #1 and Addendum #2, adequately identifies and describes various required determinations, including:
 - a. The purposes of the fees.
 - b. The uses to which the fees will be put.
 - c. A reasonable relationship between the fees' uses and the types of development projects on which the fees are imposed.
 - d. A reasonable relationship between the need for the public facilities, equipment, and other resources, and the types of development projects on which the fees are imposed; and
 - e. A reasonable relationship between the amounts of the fees and the costs of the public facilities, equipment, and other resources attributable to the development on which the fees are imposed.

These findings and determinations are incorporated by reference into this Resolution.

Section 2. Levy of Fees.

- A. Establishment of Drainage Impact Fees: The District's Drainage Impact Fees for Drainage Basin A, Drainage Basin A-1, Drainage Basin B, Drainage Basin C, and Drainage Basin C-1, respectively, are hereby established for the purpose of paying the drainage infrastructure improvements required for additional development within the District. The Drainage Impact Fees shall be paid as indicated in Section 3, below. The revenues raised from the Drainage Impact Fees shall be held, maintained, and accounted for by the County and shall be used by the District in accordance with Government Code section 66013.
- B. Amount of Drainage Impact Fees: The amounts of the Drainage Impact Fees within the District shall be as follows:
 1. Drainage Impact Fees for Drainage Basin A and Drainage Basin A-1 shall be as set forth in Attachment 1 hereto, which is incorporated herein by this reference.
 2. Drainage Impact Fees for Drainage Basin B shall be as set forth in Attachment 2 hereto, which is incorporated herein by this reference.
 3. Drainage Impact fees of Drainage Basin C and Drainage Basin C-1 shall be as set forth in Attachment 2 hereto, which is incorporated herein by this reference.
 4. The determination of the land use for the basis of the above Drainage Impact Fees shall be as indicated in Addendum #2, which is incorporated herein by this reference.
- C. Use of Proceeds. The District shall use the proceeds from the Drainage Impact Fees on drainage infrastructure improvements with the District in a manner consistent with the goals, intent and purpose of the Master Plan, the 2011 Nexus Study, Addendum #1, and Addendum #2. The District may use the

funds when collected or wait until a sufficient balance is accrued for a project or divisible portion thereof. When the District has identified a project or divisible portion of a project for which the funds are to be used, the District shall request the required amount from the County, and the County shall transfer that amount to the District.

Section 3: Collection of Drainage Impact Fees.

- A. Payment of Drainage Impact Fees: Drainage Impact Fees are due and payable as follows:
1. When a new development causes an increase in the drainage runoff entering the District's drainage facilities, Drainage Impact Fees are due prior to the issuance of the grading permit, building permit, or recordation of a final subdivision map, whichever occurs first.
 2. If Drainage Impact Fees have not previously been paid on a developed parcel and additional development that increases the drainage runoff entering the District's facilities is proposed, Drainage Impact Fees are due and payable for the increase portion only prior to issuance of a building permit or grading permit by the County, whichever occurs first.
- B. Coordination between the County and District. The County shall collect Drainage Impact Fees on all new development that increases drainage runoff entering the District's drainage facilities except as specifically exempted herein. The County shall not issue a permit that increases drainage runoff entering the District's drainage facilities, as determined by the District, until it has received verification from the District that the applicable Drainage Impact Fee is correct and has been paid.
- C. Collection of Advanced Funding Charge in Basin C. The Advanced Funding Charge ("AFC") portion of the Drainage Impact Fees in Basin C was established by the District by Resolution No. 2005-06-02, and the associated Interim North Drainage Basin C Policy (Attachment A to Resolution No. 2005-06-02), to quicker fund the North Regional Detention Basin ("NRDB") and the North Regional Pump Station ("NRPS"). The amount of the AFC was determined by engineering studies conducted within the Basin C area. The "AFC" is set forth in Attachment 4. The "AFC" shall continue to be collected on new development within Basin C until the District has sufficient funds available to complete the regional detention basin at Ella Basin (NRDB) and the entire Pump Station 10 (NRPS), including the infrastructure required to pump the water directly into the Feather River. Once adequate "AFC" funds have been collected to construct all of the NRDB and NRPS facilities, the AFC portion of the Drainage Impact Fees shall no longer be collected.

Once the "AFC" is no longer collected, the District will use Basin C fees as available to meet reimbursement obligations for the "AFC". "AFC" fees will only be reimbursed to developers who execute "AFC" reimbursement agreements with the District consistent with the terms as outlined in the District's Resolution No. 2005-06-02, including Attachment A thereto.

Section 4: Credits.

A developer may request a credit against the required Drainage Impact Fees for improvements constructed by the developer and accepted by the District. Credits will only be given for improvements that would have

otherwise been constructed with Drainage Impact Fees and in no case shall the credit exceed the actual verified costs of the improvements or the amount estimated in the Master Plan, the 2011 Nexus Study as modified by Addendum #1, whichever is the lesser. Any request for a credit shall be in writing on such forms as may be developed and certified by the District. At the time that the Drainage Impact Fees are due and payable, the developer shall submit said forms, completed and certified by the District's Engineer to the County. The County shall then reduce the Drainage Impact Fees due by the approved Drainage Impact Fee Credit as specified on the District's forms. Credits shall be accounted for and administered by the District and shall not be the responsibility of the County. Administration of credits shall be consistent with the principles of the Master Plan, the 2011 Nexus Study, and Addendum #1.

Section 5. Exemptions.

- A. Agricultural Land: Land in agriculture is exempt from Drainage Impact Fees. At the time a proposal to convert the land to another use is approved, the land will no longer be exempt, and the Drainage Impact Fees shall be paid as described herein.
- B. Replacement/Reconstruction: Any structure replaced or reconstructed on the same parcel within two years of a structure being demolished, damaged, or destroyed for any reason shall be exempt from Drainage Impact Fees. However, if the unit(s) replaced or reconstructed exceeds the documented total number of units demolished/damaged/destroyed or the building(s) replaced or reconstructed exceeds the total documented footprint of the unit(s) replaced or reconstructed, the excess is subject to Drainage Impact Fees.
- C. Administration of Exemptions: No exemptions shall be given except as specified herein. The County shall make determinations regarding exemptions consistent with the policies herein.

Section 6. Interfund Borrowing.

The District's Drainage Impact Fees shall not be used for interfund borrowing by the County, and the County shall not loan from other funds to the District's Drainage Impact Fee Account.

Section 7. Effective Date.

This Resolution and the Drainage Impact Fees imposed pursuant to this Resolution shall not go into effect until sixty (60) days after the date the implementation resolution for these fees is adopted by the County's Board of Supervisors.

Section 8. Annual Adjustment.

An annual adjustment to account for construction cost escalations shall be applied to all Drainage Impact Fees in the manner and time specified herein:

- A. At the end of each fiscal year, the County Administrator or designee shall report his or her finding on the annual escalation of construction costs for the prior twelve (12) months through May, and the Drainage Impact Fees shall be adjusted accordingly.

- B. The basis for this annual adjustment shall be the percentage increase in the average of the San Francisco and 20-Cities Construction Cost Index (CCI), as published by the Engineering News Record, for the period ending in May of the previous fiscal year, or such other similar cost index.
- C. The County's Board of Supervisors shall cause to be adjusted in the Community Development & Services Agency ("CDSA") the annual adjustment of fees as specified in this section.

Section 9. Referrals and Appeals.

The CDSA Director may refer any determination or approval required by this Resolution to the County's Board of Supervisors.

Any person not satisfied with the CDSA Director or his/her designee may, within ten calendar days, appeal in writing to the County's Board of Supervisors in accordance with Chapter 2.25 of the Yuba County Code. The Board of Supervisors may adopt a fee schedule for considering appeals.

Section 10. Severability.

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

Section 11. Adoption.

The foregoing Resolution was introduced at a regular meeting of the Board of Trustees, duly held on May 7, 2013, by Trustee Sarabdeep Atwal, which motion was seconded by Trustee Joseph Drinna, and was approved and enacted by the Board of Trustees on May 7, 2013, by the following roll call vote:

AYES:	<u>5</u>
NOES:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>0</u>



President, Rick Brown

ATTEST: STEVEN FORDICE
SECRETARY OF THE BOARD OF TRUSTEES:



APPROVED AS TO FORM:
CARL R. LINDMARK, DISTRICT COUNSEL

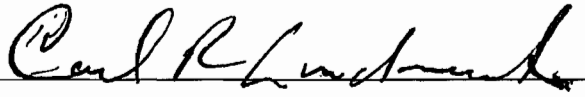


Table 1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin A and A-1 (2012\$)

Basin A

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
DRAINAGE BASIN A [2]				
Residential Land Uses				
Low Density Residential	\$5,614	\$168	\$56	\$5,838
Medium Density Residential	\$7,018	\$211	\$70	\$7,299
MDR/HDR	\$8,422	\$253	\$84	\$8,759
High Density Residential	\$9,123	\$274	\$91	\$9,488
Nonresidential Land Uses				
Business Park	\$12,633	\$379	\$126	\$13,138
Commercial	\$12,633	\$379	\$126	\$13,138
Industrial	\$11,229	\$337	\$112	\$11,678
Public/Other Land Uses				
School	\$7,720	\$232	\$77	\$8,029
Other [3]	\$11,229	\$337	\$112	\$11,678

DRAINAGE BASIN A-1 (All Development Excl. Sawyer's Landing and Bear River)				
Residential Land Uses				
Low Density Residential	\$10,092	\$303	\$101	\$10,496
Medium Density Residential	\$12,615	\$378	\$126	\$13,120
MDR/HDR	\$15,138	\$454	\$151	\$15,744
High Density Residential	\$16,400	\$492	\$164	\$17,056
Nonresidential Land Uses				
Business Park	\$22,708	\$681	\$227	\$23,616
Commercial	\$22,708	\$681	\$227	\$23,616
Industrial	\$20,185	\$606	\$202	\$20,992
Public/Other Land Uses				
School	\$13,877	\$416	\$139	\$14,432
Other [3]	\$20,185	\$606	\$202	\$20,992

"fee_sum_remaining"

[1] Refer to Table 13 and Table 14 for additional detail regarding the costs allocated by sub-basin and land use category.

[2] Basin A fee rates would apply to Sawyer's Landing and Bear River only.

[3] Excludes parks, which are exempt from the fee.

Table 2
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin B (2012\$)

Basin B

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
		3%	1%	
Residential Land Uses				
Low Density Residential	\$8,324	\$250	\$83	\$8,657
Medium Density Residenti	\$10,405	\$312	\$104	\$10,821
Medium/High Density Res	\$12,486	\$375	\$125	\$12,986
High Density Residential	\$13,526	\$406	\$135	\$14,067
Nonresidential Land Uses				
Business Park	\$18,729	\$562	\$187	\$19,478
Commercial	\$18,729	\$562	\$187	\$19,478
Industrial	\$16,648	\$499	\$166	\$17,313
Public/Other Land Uses				
School	\$11,445	\$343	\$114	\$11,902
Other [1]	\$16,648	\$499	\$166	\$17,313

"fee_sum_remaining2012"

[1] Excludes parks, which are exempt from the fee.

Table 3
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin C and Basin C-1 (2012\$) [1]

Basin C

Land Use Category	Drainage Coefficient	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
			3%	1%	
<div>DRAINAGE BASIN C (All Development)</div>					
Residential Land Uses					
Low Density Residential		\$13,691	\$411	\$137	\$14,239
Medium Density Residential		\$17,114	\$513	\$171	\$17,798
MDR/HDR		\$20,536	\$616	\$205	\$21,357
High Density Residential		\$22,248	\$667	\$222	\$23,137
Nonresidential Land Uses					
Business Park		\$30,805	\$924	\$308	\$32,037
Commercial		\$30,805	\$924	\$308	\$32,037
Industrial		\$27,382	\$821	\$274	\$28,477
Public/Other Land Uses					
School		\$18,825	\$565	\$188	\$19,578
Other [2]		\$27,382	\$821	\$274	\$28,477

<div>DRAINAGE BASIN C-1 (River Oaks North, South, East, and Northpoint)</div>					
Residential Land Uses					
Low Density Residential		\$20,947	\$628	\$209	\$21,784
Medium Density Residential		\$26,184	\$786	\$262	\$27,232
MDR/HDR		\$31,420	\$943	\$314	\$32,677
High Density Residential		\$34,039	\$1,021	\$340	\$35,400
Nonresidential Land Uses					
Business Park		\$47,131	\$1,414	\$471	\$49,016
Commercial		\$47,131	\$1,414	\$471	\$49,016
Industrial		\$41,894	\$1,257	\$419	\$43,570
Public/Other Land Uses					
School		\$28,802	\$864	\$288	\$29,954
Other [2]		\$41,894	\$1,257	\$419	\$43,570

"fee_sum_remaining2012"

[1] Fee updated to December 2012\$ utilizing average of the change in the 20 City and San Francisco Construction Cost Indices between June 2011 and December 2012.

[2] Excludes parks, which are exempt from the fee.

Table 4
Reclamation District 784
Drainage Impact Fee Update
Basin C Advance Funding Charge (2012\$)

Item	Amount
2005 Cost	
Facilities Costs	\$13,808,982
Administrative Charge (4%)	\$552,359
Total Cost	\$14,361,341
Inflation [1]	
2005 CCI	7,563
2012 CCI	9,412
2005-2012 Inflation	24.4%
Inflated Costs	\$17,872,398
Medium Density Residential Acres	440
Advance Funding Charge per Acre	\$40,619
<i>"advance"</i>	

Source: MHM Incorporated and ENR.

[1] Inflation is based on the 20-city average construction cost index from October 2005 to December 2012 from Engineering News Record (ENR).

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Yuba

On May 7, 2013 before me, Kimberly Ford, Notary Public
(Here insert name and title of the officer)

personally appeared Steven L. Fordice

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberly Ford
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Yuba

On May 7, 2013 before me, Kimberly Ford, Notary Public
(Here insert name and title of the officer)

personally appeared Rick Brown

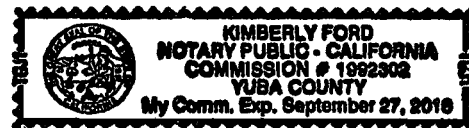
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberly Ford
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

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- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA
ADOPTING DRAINAGE IMPACT FEES FOR RECLAMATION DISTRICT 784
DRAINAGE BASINS A, B, AND C**

WHEREAS, Reclamation District 784 ("RD 784") is the agency with jurisdiction over drainage facility operation and maintenance within portions of the County of Yuba ("County");

WHEREAS, the County has designated land uses that allow urban development such as residential, commercial and industrial uses within the boundaries of RD 784, and said development requires improvement of existing drainage facilities, the construction of additional drainage facilities, the expansion of existing equipment, and the upgrade of other resources within RD 784;

WHEREAS, RD 784 has adopted a Drainage Master Plan ("Master Plan") which identifies three separate drainage basins within the boundaries of RD 784, Drainage Basins A, B, and C, and which also generally specifies the drainage improvements required for new development and implements RD 784's goals, policies, and objectives for ensuring RD 784's drainage facilities are sufficient to accommodate existing and new development;

WHEREAS, RD 784 is responsible to ensure its adopted Master Plan is consistent with the goals, policies and actions contained in the County's adopted General Plan, including but not limited to Goal CD15 of the 2030 General Plan due to the General Plan's designated land uses triggering the need for said Master Plan;

WHEREAS, RD 784 has prepared an update of the costs and fees required to fully implement the drainage improvements delineated in the Master Plan to accommodate new development;

WHEREAS, in accordance with the requirements of the Mitigation Fee Act (Government Code sections 66000 et seq.), RD 784 caused Economic & Planning Systems, Inc. ("EPS") to prepare a report entitled "Reclamation District 784 Drainage Impact Fee Nexus Study" ("Nexus Study");

WHEREAS, the Master Plan and Nexus Study together set forth in detail the types and general location of the facilities and their associated costs and the drainage impact fees required to service anticipated development within the boundaries of RD 784;

WHEREAS, the drainage impact fees for Basins A, B, and C, are for public improvements or facilities for which accounts have been established and funds appropriated and for which RD 784 has previously adopted a proposed construction schedule or plan;

WHEREAS, prior to and after the publication of the Nexus Study, RD 784 conducted a series of public workshops concerning the proposed changes to the Drainage Impact Fees and the last workshop was held on May 26, 2011.

WHEREAS, at the public workshops, RD 784 solicited input from the public and accepted oral and written presentations concerning the proposed changes to the Drainage Impact Fees;

WHEREAS, the Master Plan and Nexus Study have been on file and available for public inspection at RD 784's office and on RD 784's website since May 10, 2011;

WHEREAS, at a public meeting on June 7, 2011, noticed and conducted in accordance with applicable law, the Board of Trustees of RD 784 considered the Master Plan and Nexus Study, as well as all written and oral presentations submitted, and adopted RD 784 Resolutions Nos. 2011-06-01, 2011-06-02, and 2011-06-03, approving the Drainage Impact Fees contained herein for Drainage Basins A, B, and C, respectively;

WHEREAS, at a public meeting on December 6, 2011, noticed and conducted in accordance with applicable law, the Board of Trustees of RD 784 considered the Master Plan and Nexus Study, as well as all written and oral presentations submitted, and approved amendments to RD 784 Resolutions Nos. 2011-06-01, 2011-06-02, and 2011-06-03, authorizing Drainage Impact Fees to be collected in conjunction with a grading permit, building permit, or final subdivision map that causes additional drainage runoff to enter into RD 784's drainage facilities;

WHEREAS, the County is the agency exercising land use authority within the boundaries of RD 784;

WHEREAS, RD 784 has requested that the County, as a condition of issuance of a grading permit, building permit or final subdivision map that causes additional drainage runoff to enter into RD 784's drainage facilities to collect and transmit to RD 784 the applicable Drainage Impact Fees.

WHEREAS, the Board of Supervisors, prior to the adoption of this Resolution and the Drainage Impact Fees indicated herein, held at least one public meeting, noticed and conducted in accordance with applicable law, at which oral and written presentations were permitted; and

WHEREAS, the Board of Supervisors has considered the Master Plan, the Nexus Study, and all oral and written presentations submitted.

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

Section 1. Purpose and Findings.

- A. Purpose: In order to implement the goals, policies and objectives of RD 784 and comply with the requirements of the Mitigation Fee Act (Gov. Code, § 66000 et seq.), RD 784 has caused to be prepared the Master Plan and Nexus Study. These studies and reports set forth the drainage facilities, equipment and other resources required to accommodate the needs created by new development within RD 784. Due to RD 784's Master Plan being a plan to accommodate new development allowed under the County's adopted General Plan, RD 784 has ensured that preparation of the Master Plan is in conformance with the goals, policies, and actions of the 2030 General Plan and in particular those goals, policies and actions related to drainage such as the policies and actions contained in Goal CD15. The Master Plan and Nexus Study also delineate the drainage improvements within three distinct drainage sheds within the boundaries of RD 784, referenced herein as Drainage Basin A, Drainage Basin B, and Drainage Basin C. In addition, the Master Plan and the Nexus Study delineate the drainage impact fees for Drainage Basin A-1, which is a sub-basin of Drainage Basin A, and Drainage Basin C-1, which is a sub-basin of Drainage Basin C.
- B. Findings: The Board of Supervisors finds and determines:
1. The facilities set forth in the Master Plan are representative of the facilities and equipment required to accommodate new development within the RD 784 boundaries.
 2. The Master Plan and Nexus Study and related information, including the basis upon which the fees are calculated, have been available to the public at the RD 784 office and website, as well as the Community Development Department, for a period of at least 14 days.
 3. RD 784 has ensured that the Master Plan and Nexus Study are consistent with the County's General Plan in particular with Goal CD15.
 4. In establishing the fees described in the following Sections, the Board of Supervisors has found the fees to be consistent with the Master Plan and Nexus Study, and pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the County's housing needs as established in the Housing Element of the General Plan.
 5. The Board of Supervisors further finds that the Nexus Study adequately identifies and describes various required determinations, including:
 - a. The purposes of the fees;
 - b. The uses to which the fees will be put;

- c. A reasonable relationship between the fees' uses and the types of development projects on which the fees are imposed;
- d. A reasonable relationship between the need for the public facilities and types of development projects on which the fees are imposed; and
- e. A reasonable relationship between the amounts of the fees and the costs of the public facilities or portions of public facilities attributable to the development upon which the fees are imposed.

These findings and determinations are incorporated by reference into this resolution.

Section 2. Levy of Fees.

- A. **Establishment of Drainage Impact Fees:** RD 784 Drainage Impact Fees for Drainage Basin A, Drainage Basin A-1, Drainage Basin B, Drainage Basin C, and Drainage Basin C-1, respectively, are hereby established for the purpose of paying for the drainage infrastructure improvements required for new development within RD 784. The Drainage Impact Fees shall be paid as indicated in Section 3 below. The revenues raised from the Drainage Impact Fees shall be held, maintained, and accounted for by the County and shall be used by RD 784 in accordance with Section 66013 of the Government Code.
- B. **Amount of Drainage Impact Fees.** The amounts for the Drainage Impact Fees within RD 784 shall be as follows:
 - 1. Drainage Impact Fees in Drainage Basin A and Drainage Basin A-1 shall be as set forth and described in Attachment 1 hereto, which is incorporated herein by this reference.
 - 2. Drainage Impact Fees in Drainage Basin B shall be as set forth and described in Attachment 2 hereto, which is incorporated herein by this reference.
 - 3. Drainage Impact Fees for Drainage Basin C and Drainage Basin C-1 shall be as set forth and described in Attachment 3 hereto, which is incorporated herein by this reference.
- C. **Use of Proceeds:** RD 784 shall use the proceeds from Drainage Impact Fees on drainage infrastructure improvements within RD 784 in a manner consistent with the goals, intent, and purposes of the Master Plan and Nexus Study. RD 784 may use the funds when collected or wait until a sufficient balance is accrued for a project. When RD 784 has identified a project for which the funds are to be used, RD784 shall request the amount for the project from the County, and the County shall transfer the amount to RD 784.

Section 3. Collection of Drainage Impact Fees.

- A. **Payment of Drainage Impact Fees:** Drainage Impact Fees are due and payable as follows:

1. When a new development causes an increase in the drainage runoff entering RD 784's drainage facilities, Drainage Impact Fees are due prior to the County's issuance of the grading permit, building permit, or recordation of a final subdivision map whichever occurs first.
 2. If Drainage Impact Fees have not previously been paid on a developed parcel, and additional development that increases drainage runoff entering RD 784's drainage facilities is proposed, Drainage Impact Fees are due and payable for the increase portion only prior to issuance of a building permit or grading permit by the County.
- B. Coordination with RD 784: The County shall collect Drainage Impact Fees on all new development that increases drainage runoff entering RD 784's drainage facilities, except as specifically exempted herein. The County shall not issue a permit that increases drainage runoff entering RD 784's drainage facilities as determined by RD 784, until it has received verification from RD 784 that the applicable Drainage Impact Fee amount is correct.
- C. Collection of Advance Funding Charge in Basin C: The Advanced Funding Charge ("AFC") portion of the Drainage Impact Fees in Basin C was established by Reclamation District 784 by Resolution 2005-06-02, and the associated Interim North Drainage Basin C policy (Attachment A to Resolution 2005-06-02), to quicker fund the North Regional Detention Basin (NRDB) and the North Regional Pump Station (NRPS). The amount of the "AFC" was determined by engineering studies conducted within the Basin C area. The "AFC" shall continue to be collected on new development within Basin C until RD 784 has sufficient funds available to complete the regional detention basin at Ella Basin (NRDB) and the entire Pump Station 10 (NRPS), including infrastructure required to pump the water directly into the Feather River. Once adequate AFC funds have been collected to construct all of the NRDB and NRPS facilities, the AFC portion of the Drainage Impact Fees for Basin C shall no longer be collected.

Advance Funding Charge fees will only be reimbursed to developers who execute reimbursement agreements with RD 784 consistent with the terms as outlined in RD 784's Resolution Number 2005-06-02, including Attachment A.

Section 4. Credits.

A developer may request a credit against the Drainage Impact Fees for improvements constructed and accepted by RD 784. Credits will only be given for improvements that would have otherwise been constructed with Drainage Impact Fees and in no case shall the credit exceed the actual verified costs of the improvements or the amounts estimated in the Master Plan and Nexus Study, whichever is the lesser. Any request for a credit shall be in writing on such forms as may be developed and certified by RD 784. At the time that the Drainage Impact Fees are due and payable, the developer shall submit said forms, completed and certified by RD 784's District Engineer to the County. The County shall then reduce the Drainage Impact Fees due by the approved Drainage Impact Fee Credit as specified on the RD 784 forms. Credits shall be

administered and accounted for by RD 784 and shall not be the responsibility of the County. Administration of credits shall be consistent with the principles set forth in the Master Plan and Nexus Study.

Section 5. Exemptions.

- A. Agricultural Land: Land in agriculture is exempt from Drainage Impact Fees at the time a proposal to convert the land to another use is approved, the land will no longer be exempt, and Drainage Impact Fees shall be paid as described herein.
- B. Replacement/Reconstruction:
 - 1. Any structure replaced or reconstructed on the same parcel within two years of a structure being demolished, damaged or destroyed for any reason shall be exempt from Drainage Impact Fees. However, if the unit(s) replaced or reconstructed exceeds the documented total number of units demolished/damaged/destroyed or the building (s) replaced or reconstructed exceeds the total documented footprint of the unit (s) replaced or reconstructed, the excess is subject to Drainage Impact Fees.
- C. Administration of Exemptions: No exemptions shall be given except as specified herein. The County shall make all determinations regarding exemptions.

Section 6. Inter-fund Borrowing:

RD 784 Drainage Impact Fees shall not be used for inter-fund borrowing by the County and the County shall not loan from other funds to the RD 784 Drainage Impact Fee Account.

Section 7. Effective Date.

This Resolution and the Drainage Impact Fees imposed pursuant to this Resolution shall not go into effect until sixty (60) days after the date of adoption by the Board of Supervisors.

Section 8. Annual Adjustment.

An annual adjustment to account for construction cost escalations shall be applied to all Drainage Impact Fees in the manner and time specified herein:

- A. At the end of each fiscal year, the County Administrator or designee shall report his or her finding on the annual escalation of construction costs for the prior twelve (12) months through May and the Drainage Impact Fees shall be adjusted accordingly.
- B. The basis for this annual adjustment shall be the percentage increase in the average of the San Francisco and 20-Cities Construction Cost Index (CCI) as published by Engineering News Record, for the period ending May of the previous fiscal year, or other similar construction cost index.

- C. The Board of Supervisors shall cause to be posted in the Community Development & Services Agency (CSDA) the annual adjustment in fees as specified in this section.

Section 9. Referrals and Appeals.

The CSDA Director may refer any determination or approval required by this Resolution to the Board of Supervisors.

Any person not satisfied with the decision of the CSDA Director or his/her designee may within ten calendar days appeal in writing to the Board of Supervisors in accordance with Chapter 2.25 of the Yuba County Code. The Board of Supervisors may adopt a fee schedule for considering appeals.

Section 10. Severability.

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

Section 11. Adoption.

The foregoing Resolution was introduced at a regular meeting of the Board of Supervisors duly held on _____, 2013, and was approved and enacted by the following roll call vote:


AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Chair

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



County Counsel

ATTACHMENT 1

Table 1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin A and A-1 (2012\$)

Basin A

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
DRAINAGE BASIN A [2]				
Residential Land Uses				
Low Density Residential	\$5,614	\$168	\$56	\$5,838
Medium Density Residential	\$7,018	\$211	\$70	\$7,299
MDR/HDR	\$8,422	\$253	\$84	\$8,759
High Density Residential	\$9,123	\$274	\$91	\$9,488
Nonresidential Land Uses				
Business Park	\$12,633	\$379	\$126	\$13,138
Commercial	\$12,633	\$379	\$126	\$13,138
Industrial	\$11,229	\$337	\$112	\$11,678
Public/Other Land Uses				
School	\$7,720	\$232	\$77	\$8,029
Other [3]	\$11,229	\$337	\$112	\$11,678

DRAINAGE BASIN A-1
*(All Development Excl.
Sawyer's Landing and Bear River)*

Residential Land Uses				
Low Density Residential	\$10,092	\$303	\$101	\$10,496
Medium Density Residential	\$12,615	\$378	\$126	\$13,120
MDR/HDR	\$15,138	\$454	\$151	\$15,744
High Density Residential	\$16,400	\$492	\$164	\$17,056
Nonresidential Land Uses				
Business Park	\$22,708	\$681	\$227	\$23,616
Commercial	\$22,708	\$681	\$227	\$23,616
Industrial	\$20,185	\$606	\$202	\$20,992
Public/Other Land Uses				
School	\$13,877	\$416	\$139	\$14,432
Other [3]	\$20,185	\$606	\$202	\$20,992

"fee_sum_remaining"

[1] Refer to Table 13 and Table 14 for additional detail regarding the costs allocated by sub-basin and land use category.

[2] Basin A fee rates would apply to Sawyer's Landing and Bear River only.

[3] Excludes parks, which are exempt from the fee.

ATTACHMENT 2

Table 2
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin B (2012\$)

Basin B

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
		3%	1%	
Residential Land Uses				
Low Density Residential	\$8,324	\$250	\$83	\$8,657
Medium Density Residenti	\$10,405	\$312	\$104	\$10,821
Medium/High Density Res	\$12,486	\$375	\$125	\$12,986
High Density Residential	\$13,526	\$406	\$135	\$14,067
Nonresidential Land Uses				
Business Park	\$18,729	\$562	\$187	\$19,478
Commercial	\$18,729	\$562	\$187	\$19,478
Industrial	\$16,648	\$499	\$166	\$17,313
Public/Other Land Uses				
School	\$11,445	\$343	\$114	\$11,902
Other [1]	\$16,648	\$499	\$166	\$17,313

"fee_sum_remaining2012"

[1] Excludes parks, which are exempt from the fee.

ATTACHMENT 3

Table 3
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin C and Basin C-1 (2012\$) [1]

Basin C

Land Use Category	Drainage Coefficient	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
			3%	1%	
DRAINAGE BASIN C (All Development)					
Residential Land Uses					
Low Density Residential		\$13,691	\$411	\$137	\$14,239
Medium Density Residential		\$17,114	\$513	\$171	\$17,798
MDR/HDR		\$20,536	\$616	\$205	\$21,357
High Density Residential		\$22,248	\$667	\$222	\$23,137
Nonresidential Land Uses					
Business Park		\$30,805	\$924	\$308	\$32,037
Commercial		\$30,805	\$924	\$308	\$32,037
Industrial		\$27,382	\$821	\$274	\$28,477
Public/Other Land Uses					
School		\$18,825	\$565	\$188	\$19,578
Other [2]		\$27,382	\$821	\$274	\$28,477
DRAINAGE BASIN C-1 (River Oaks North, South, East, and Northpoint)					
Residential Land Uses					
Low Density Residential		\$20,947	\$628	\$209	\$21,784
Medium Density Residential		\$26,184	\$786	\$262	\$27,232
MDR/HDR		\$31,420	\$943	\$314	\$32,677
High Density Residential		\$34,039	\$1,021	\$340	\$35,400
Nonresidential Land Uses					
Business Park		\$47,131	\$1,414	\$471	\$49,016
Commercial		\$47,131	\$1,414	\$471	\$49,016
Industrial		\$41,894	\$1,257	\$419	\$43,570
Public/Other Land Uses					
School		\$28,802	\$864	\$288	\$29,954
Other [2]		\$41,894	\$1,257	\$419	\$43,570

"fee_sum_remaining2012"

[1] Fee updated to December 2012\$ utilizing average of the change in the 20 City and San Francisco Construction Cost Indices between June 2011 and December 2012.

[2] Excludes parks, which are exempt from the fee.

ATTACHMENT 4

Table 4
Reclamation District 784
Drainage Impact Fee Update
Basin C Advance Funding Charge (2012\$)

Item	Amount
2005 Cost	
Facilities Costs	\$13,808,982
Administrative Charge (4%)	\$552,359
Total Cost	\$14,361,341
Inflation [1]	
2005 CCI	7,563
2012 CCI	9,412
2005-2012 Inflation	24.4%
Inflated Costs	\$17,872,398
Medium Density Residential Acres	440
Advance Funding Charge per Acre	\$40,619

"advance"

Source: MHM Incorporated and ENR.

[1] Inflation is based on the 20-city average construction cost index from October 2005 to December 2012 from Engineering News Record (ENR).

Hearing Report

The Economics of Land Use

Reclamation District 784 Drainage Impact Fee Nexus Study



Prepared for:

Reclamation District 784

Prepared by:

Economic & Planning Systems, Inc.

February 4, 2013

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PREFACE

In 2011, Economic & Planning Systems, Inc. (EPS), completed, and Reclamation District 784 (RD 784 or District) adopted, an updated Drainage Impact Fee Nexus Study (2011 Nexus Study). RD 784 has requested that the County of Yuba (County) collect the updated Drainage Impact Fees set forth in the 2011 Nexus Study on behalf of the District. To collect the fees, the County would have to adopt one or more ordinances establishing and authorizing the fees. To date, the County has not adopted such an ordinance or ordinances.

Since the 2011 Nexus Study was completed, certain changes to planned development have occurred that affect the fee program. RD 784 therefore requested that EPS update the Drainage Impact Fees to ensure the County adopts the most current fees possible. In addition, RD 784 requested that EPS update the fee exemptions section of the 2011 Nexus Study to comport with draft County provisions and offer clarification regarding the land use categories identified in the 2011 Nexus Study.

To these ends, EPS has prepared two addenda to the 2011 Nexus Study and is reissuing the report to incorporate the changes and clarifications.

Addendum #1 offers replacement text and tables computing the updated Drainage Impact Fees and revising the 2011 Nexus Study fee exemption language. Readers should refer to the enclosed **Addendum #1** for the most current calculation of RD 784 Drainage Impact Fees by drainage basin and fee exemption language and to the 2011 Nexus Study for additional detail regarding the impact fee program methodology, land use basis, facilities and cost estimates, implementation, and other considerations.

Addendum #2 presents new information, offering clarification regarding the definitions of the land use categories identified in the 2011 Nexus Study.

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Addendum #1

The Economics of Land Use



Reclamation District 784 Drainage Impact Fee Updates

Prepared for:

Reclamation District 784

Prepared by:

Economic & Planning Systems, Inc.

February 4, 2013

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ADDENDUM #1

Reclamation District No. 784 (RD 784 or District) has a Drainage Impact Fee Program in place to fund drainage improvements serving new development in Basins A, B, and C. A discrete fee is computed for each drainage basin based on the drainage improvements required to serve benefitting development in each individual basin. In addition, discrete fees are computed for drainage sub-basins in Basin A and Basin C (Basin A-1 and Basin C-1, respectively).

In 2011, Economic & Planning Systems, Inc. (EPS), completed, and the District adopted, an updated Drainage Impact Fee Nexus Study (2011 Nexus Study), taking into consideration, among other variables, these items:

- Updated facility improvement costs.
- Land uses.
- Cost allocation factors.
- Fee revenues collected from existing development.

Since the 2011 Nexus Study was completed, certain changes to planned development have occurred that affect the fee program. In addition, Yuba County (County) has provided draft implementation language that differs slightly from the 2011 Nexus Study. RD 784 therefore requested that EPS update the Drainage Impact Fees to reflect these changes and updates.

The discussion below and attached tables provide the basis for the Drainage Impact Fee Program adjustments by drainage basin. This analysis calculates updated RD 784 drainage fees for the following basins and sub-basins:

- Drainage Basin A
- Drainage Basin A-1.
- Drainage Basin B.
- Drainage Basin C.
- Drainage Basin C-1.

This Addendum to the 2011 Nexus Study provides updated tables and text to replace specific text and tables contained in the 2011 Nexus Study. These tables provide the updated Drainage Impact Fees and supporting technical analysis as appropriate. The replacement narrative updates the implementation section to comport with the proposed County resolution. Readers should refer to the 2011 Nexus Study for additional detail regarding the impact fee program methodology, land use basis, facilities and cost estimates, implementation, and other considerations.

Drainage Basins A and A-1

EPS updated the Drainage Basin A and Basin A-1 fee calculations to account for improvement cost inflation between mid-2011 and the end of 2012 to reflect land use adjustments that have occurred since the 2011 Nexus Study was adopted by RD 784 and to adjust the fee program account balance to account for fee program revenues received.

Specific land use adjustments include the following changes:

- Replaced 25 acres of medium-density residential development in Basin A-1 with 25 acres of park development.
- Replaced 75 acres of medium-density residential development in Basin A-1 with a 75-acre school site.

Because the land use adjustment required the Drainage Impact Fees for Basins A and A-1 to be recomputed, EPS also updated the improvement costs for Drainage Basins A and A-1, according to the provisions of the 2011 Nexus Study. Consistent with the methodology set forth in the 2011 Nexus Study, EPS adjusted the improvement cost estimates using the average of the change in the San Francisco Construction Cost Index (CCI) and the change in the 20-city CCI, as reported in the Engineering News Record. Because current Drainage Impact Fees were based on 2011 costs, costs are inflated based on CCI changes from June 2011.

The table below summarizes the basis for the improvement cost estimate adjustment.

CCI	June 2011	Dec. 2012	Adjustment Factor
20 City Average	8,805	9,412	6.89%
San Francisco	10,167	10,355	1.85%
Average % Increase			4.37%

"cci_avg"

Source: Engineering News Record.

EPS also adjusted the Basin A Fee Program account balance to reflect monies received by RD 784 since the 2011 Nexus Study was adopted.

Based on the adjusted land uses and improvement cost estimates, EPS recomputed the Basin A and Basin A-1 fees. **Table 1** summarizes the updated Drainage Impact Fees for Basin A and Basin A-1. **Appendix A** provides additional detail regarding the updated Basin A and Basin A-1 calculations, offering updated tables numbered in the same manner as they appeared in the 2011 Nexus Study.

Drainage Basin B, Basin C, and Basin C-1

The fee updates for Basins B, C, and C-1 are more simple because there were not any land use or other changes requiring the fees to be recalculated. Instead, the fees have been adjusted to 2012 dollars using the methodology set forth in the 2011 Nexus Study.

EPS applied the average of the change in the San Francisco CCI and the change in the 20-city CCI, as reported in the Engineering News Record and summarized in a tabular format in the preceding section. Again, because the current Drainage Impact Fees were based on 2011 costs, costs are inflated based on CCI changes from June 2011 to December 2012.

Table 2 details the resulting updated Basin B Drainage Impact Fees, and **Table 3** provides the updated Drainage Impact Fees for Basin C and Basin C-1.

Future Inflation Adjustments

This Addendum updates the RD 784 Drainage Impact Fees for Basins A, B, and C to reflect December 2012 costs. Future inflation adjustments should use December 2012 as the basis from which the Drainage Impact Fees are adjusted.

Drainage Fee Program Implementation

The section entitled "Drainage Fee Program Exemptions" commencing on page 40 of the 2011 Nexus Study is replaced with the following text.

Exemptions from the Fee

The drainage fee may be reduced under certain circumstances. Any exemptions or reductions in fees will be based on RD 784's independent analysis and review of the subject property. All determinations regarding the exemptions provided in this section shall be made by the RD 784 General Manager subject to appeal to the RD 784 Board. All determinations regarding drainage fee exemptions will be subject to County approval. The following entities will be exempted from payment of the drainage fees.

Agricultural Land

Land in agriculture is exempt from Drainage Impact Fees. At the time a proposal to convert the land to another use is approved, the land will no longer be exempt, and Drainage Impact Fees shall be paid as described herein.

Replacement/Reconstruction

Any structure replaced or reconstructed on the same parcel within 2 years of a structure being demolished, damaged, or destroyed for any reason shall be exempt from Drainage Impact Fees. However, if the unit(s) replaced or reconstructed exceeds the documented total number of units demolished/damaged/destroyed or the building(s) replaced or reconstructed exceeds the total documented footprint of the building(s) replaced or reconstructed, the excess is subject to Drainage Impact Fees.

Administration of Exemptions

No exemptions shall be given except as specified herein. The County shall make all final determinations regarding exemptions.

Required Fees

Below are examples of instances in which the drainage fee may be required for land uses that potentially could be classified as exempt from the fees:

1. Any project listed as exempt but which nonetheless, in the opinion of RD 784, increases the demand on RD 784 facilities funded by the drainage fee in excess of that originally anticipated by RD 784. In such instances, RD 784 may prorate the amount of the fee based on the project's anticipated impact on the subject facility or facilities.
2. Illegal facilities and buildings, constructed before the adoption of the drainage fee, which consequently obtain a building permit to legitimize the facility or building, may be subject to the applicable fee.
3. Accessory residential structures that are converted to a separate residential dwelling unit may be subject to the drainage fee as long as the primary residence remains on the property.
4. Temporary buildings that are authorized for more than 30 days in any calendar year may be subject to the fee when converted to permanent use.
5. The reconstruction of a building destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity or act of God, which has been vacant for more than 2 years.
6. That portion of the reconstruction of a building destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity or act of God, which is greater than the documented total number of units or square footage that was or would have been previously subject to the drainage fee.

Other Land Uses

The Drainage Fee Program identifies fees for the major land use categories identified by the Specific Plans, Area Plans, and other development approval records of the County. Specialized land uses may have unique Equivalent Dwelling Unit (EDU) characteristics, and in these cases, RD 784 may require a project-specific analysis or will calculate the appropriate fee based on information derived from the existing RD 784 information. For specialized development projects, the RD 784 General Manager or his/her designee, in conjunction with the RD 784 Engineer, will review EDU factors applicable to the specialized development and will decide on an applicable fee, if necessary.

Table 1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basins A and A-1 (2012\$)

Basin A

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
DRAINAGE BASIN A [2]				
Residential Land Uses				
Low Density Residential	\$5,614	\$168	\$56	\$5,838
Medium Density Residential	\$7,018	\$211	\$70	\$7,299
MDR/HDR	\$8,422	\$253	\$84	\$8,759
High Density Residential	\$9,123	\$274	\$91	\$9,488
Nonresidential Land Uses				
Business Park	\$12,633	\$379	\$126	\$13,138
Commercial	\$12,633	\$379	\$126	\$13,138
Industrial	\$11,229	\$337	\$112	\$11,678
Public/Other Land Uses				
School	\$7,720	\$232	\$77	\$8,029
Other	\$11,229	\$337	\$112	\$11,678

DRAINAGE BASIN A-1
*(All Development Excl.
Sawyer's Landing and Bear River)*

Residential Land Uses				
Low Density Residential	\$10,092	\$303	\$101	\$10,496
Medium Density Residential	\$12,615	\$378	\$126	\$13,120
MDR/HDR	\$15,138	\$454	\$151	\$15,744
High Density Residential	\$16,400	\$492	\$164	\$17,056
Nonresidential Land Uses				
Business Park	\$22,708	\$681	\$227	\$23,616
Commercial	\$22,708	\$681	\$227	\$23,616
Industrial	\$20,185	\$606	\$202	\$20,992
Public/Other Land Uses				
School	\$13,877	\$416	\$139	\$14,432
Other	\$20,185	\$606	\$202	\$20,992

"fee_sum_remaining"

[1] Refer to Table 13 and Table 14 for additional detail regarding the costs allocated by sub-basin and land use category.

[2] Basin A fee rates would apply to Sawyer's Landing and Bear River only.

Table 2
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin B (2012\$)

Basin B

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
		3%	1%	
Residential Land Uses				
Low Density Residential	\$8,324	\$250	\$83	\$8,657
Medium Density Residenti	\$10,405	\$312	\$104	\$10,821
Medium/High Density Res	\$12,486	\$375	\$125	\$12,986
High Density Residential	\$13,526	\$406	\$135	\$14,067
Nonresidential Land Uses				
Business Park	\$18,729	\$562	\$187	\$19,478
Commercial	\$18,729	\$562	\$187	\$19,478
Industrial	\$16,648	\$499	\$166	\$17,313
Public/Other Land Uses				
School	\$11,445	\$343	\$114	\$11,902
Other	\$16,648	\$499	\$166	\$17,313

"fee_sum_remaining2012"

Table 3
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin C and Basin C-1 (2012\$) [1]

Basin C

Land Use Category	Drainage Coefficient	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
			3%	1%	
DRAINAGE BASIN C (All Development)					
Residential Land Uses					
Low Density Residential		\$13,691	\$411	\$137	\$14,239
Medium Density Residential		\$17,114	\$513	\$171	\$17,798
MDR/HDR		\$20,536	\$616	\$205	\$21,357
High Density Residential		\$22,248	\$667	\$222	\$23,137
Nonresidential Land Uses					
Business Park		\$30,805	\$924	\$308	\$32,037
Commercial		\$30,805	\$924	\$308	\$32,037
Industrial		\$27,382	\$821	\$274	\$28,477
Public/Other Land Uses					
School		\$18,825	\$565	\$188	\$19,578
Other		\$27,382	\$821	\$274	\$28,477

DRAINAGE BASIN C-1 (River Oaks North, South, East, and Northpoint)					
Residential Land Uses					
Low Density Residential		\$20,947	\$628	\$209	\$21,784
Medium Density Residential		\$26,184	\$786	\$262	\$27,232
MDR/HDR		\$31,420	\$943	\$314	\$32,677
High Density Residential		\$34,039	\$1,021	\$340	\$35,400
Nonresidential Land Uses					
Business Park		\$47,131	\$1,414	\$471	\$49,016
Commercial		\$47,131	\$1,414	\$471	\$49,016
Industrial		\$41,894	\$1,257	\$419	\$43,570
Public/Other Land Uses					
School		\$28,802	\$864	\$288	\$29,954
Other		\$41,894	\$1,257	\$419	\$43,570

"fee_sum_remaining2012"

[1] Fee updated to December 2012\$ utilizing average of the change in the 20 City and San Francisco Construction Cost Indices between June 2011 and December 2012.

ADDENDUM #1

APPENDIX A:



Please note: Tables are numbered as they appear in the Original 2011 Nexus Study

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Table 4
Reclamation District 784
Drainage Impact Fee Update
Summary of Basin A Land Uses

Basin A

Land Use Category	Basin A Development						Total Basin A	
	Bear River		Sawyer's Landing		Basin A-1 Development			
					All Other			
	Buildout Acres	Remaining Acres	Buildout Acres	Remaining Acres	Buildout Acres	Remaining Acres	Buildout Acres	Remaining Acres
					[1]	[1]		
Residential Land Uses								
Low Density Residential	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Medium Density Residential	387.5	387.5	43.0	43.0	1,281.9	590.6	1,712.4	1,021.1
Medium/High Density Residential	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
High Density Residential	11.5	11.5	0.0	0.0	0.0	0.0	11.5	11.5
Subtotal Residential Land Uses	399.0	399.0	43.0	43.0	1,281.9	590.6	1,723.9	1,032.5
Nonresidential Land Uses								
Business Park	13.9	13.9	0.0	0.0	0.0	0.0	13.9	13.9
Commercial	19.1	19.1	0.0	0.0	62.0	55.0	81.1	74.1
Industrial	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal Nonresidential Land Uses	33.0	33.0	0.0	0.0	62.0	55.0	95.0	88.0
Public/Other Land Uses								
School	16.2	16.2	0.0	0.0	121.5	92.9	137.6	109.1
Open Space	0.0	0.0	0.0	0.0	23.7	23.7	23.7	23.7
Park	19.5	19.5	0.0	0.0	115.0	70.5	134.5	90.0
Major Roads	47.1	47.1	0.0	0.0	21.3	0.0	68.4	47.1
RD 784	41.2	41.2	0.0	0.0	185.5	85.4	226.7	126.6
Other	3.9	3.9	0.0	0.0	3.6	2.2	7.5	6.1
Subtotal Public/Other Land Uses	127.9	127.9	0.0	0.0	470.7	274.7	598.6	402.6
Total All Land Uses	559.9	559.9	43.0	43.0	1,814.6	920.3	2,417.4	1,523.1

"IU"

Source: MHM Incorporated and EPS.

[1] Reflects changes to Basin A-1 land uses reported by RD 784 staff. 25 acres of MDR were shifted to park uses, and 75 acres of MDR were shifted to schools.

Table 8
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A and Basin A-1 Improvement Costs (2012\$)

Basin A and Basin A-1

Item	Cost Allocation by Sub-Basin		
	Total	Basin A	Basin A-1
		[1]	[2]
Drainage Improvements			
1. Onsite Channel Improvements	\$345,506	\$0	\$345,506
2. Onsite Culvert Improvements	\$943,280	\$0	\$943,280
3. Pump Station No. 2	\$3,966,762	\$3,966,762	\$0
4. Clark Lateral O&M Road and Pump Access	\$663,544	\$663,544	\$0
5. Onsite Linear Detention Basin	\$2,772,520	\$0	\$2,772,520
6. Offsite Linear Detention Basin	\$180,547	\$180,547	\$0
Subtotal Improvements	\$8,872,159	\$4,810,853	\$4,061,306
Plus Additional Costs			
Nexus Study Updates	\$67,841	\$67,841	\$0
Pump Station No. 8 SCADA System	\$40,507	\$40,507	\$0
Agency Permits [3]	\$17,360	\$17,360	\$0
Subtotal Additional Costs	\$125,708	\$125,708	\$0
Subtotal	\$8,997,868	\$4,936,562	\$4,061,306
Plus Outstanding Credit and Reimbursement Obligations [4]			
Reimbursement	\$2,671,074	\$2,671,074	\$0
Fee Credits	\$2,074,836	\$1,684,704	\$390,132
Subtotal Outstanding Credit and Reimbursement Obligations	\$4,745,910	\$4,355,778	\$390,132
Less Fee Program Account Balance [5]	(\$83)	(\$83)	\$0
Total	\$13,743,860	\$9,292,422	\$4,451,438

"distr"

Source: MHM Incorporated and Matson and Isom.

[1] Basin A includes all development.

[2] Basin A-1 includes all development excluding Sawyer's Landing and Bear River.

[3] Includes Corps 404, Reclamation Board, Fish and Game 1602, Water Quality 401, etc.

[4] Outstanding reimbursements obligations for advance-funded capital improvements.

[5] Based on 2010 year end data adjusted as shown below. Negative account balance increases remaining costs.

June 2011 Fee Program Account Balance	(\$59,189)
Shoei Food / BCM Construction Payment	\$12,040
Shoei Food / BCM Construction Payment	\$47,066
Fee Program Account Balance as of December 2012	(\$83)

Table 13
Reclamation District 784
Drainage Impact Fee Update
Cost Allocation - Drainage Basin A - All Development (2012\$)

Drainage Basin A
(All Development)

Land Use Category	Gross Developable Acres Remaining - Basin A	Runoff Factor by Land Use	Total Drainage Units	% of Total Drainage Units	Distribution of Cost	Cost per Gross Developable Acre
	[1]	[2]			[3]	[4]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Drainage Units</i>	<i>E = D * Total Cost</i>	<i>F = E / A</i>
Residential Land Uses						
Low Density Residential	0.0	0.40	0.0	0.0%	\$0	\$5,614
Medium Density Residential	1,021.1	0.50	510.5	77.1%	\$7,165,996	\$7,018
Medium/High Density Residential	0.0	0.60	0.0	0.0%	\$0	\$8,422
High Density Residential	11.5	0.65	7.4	1.1%	\$104,464	\$9,123
Subtotal Residential Land Uses	1,032.5		518.0	78.2%	\$7,270,460	
Nonresidential Land Uses						
Business Park	13.9	0.90	12.5	1.9%	\$175,339	\$12,633
Commercial	74.1	0.90	66.7	10.1%	\$936,068	\$12,633
Industrial	0.0	0.80	0.0	0.0%	\$0	\$11,229
Subtotal Nonresidential Land Uses	88.0		79.2	12.0%	\$1,111,407	
Public/Other Land Uses						
School	109.1	0.55	60.0	9.1%	\$842,283	\$7,720
Other	6.1	0.80	4.9	0.7%	\$68,272	\$11,229
Subtotal Public/Other Land Uses	115.2		64.9	9.8%	\$910,555	
Total All Land Uses	1,235.7		662.0	100.0%	\$9,292,422	

"Basin A_allocrem"

[1] See Table 4.

[2] Runoff factors by land use provided by MHM Incorporated.

[3] See Table 8 for cost distribution detail.

[4] Cost allocation per acre for Low Density Residential, Medium/ High Density Residential and Industrial land uses is estimated by using the ratios for runoff factors for Basin A.

Table 14
Reclamation District 784
Drainage Impact Fee Update
Cost Allocation - Drainage Basin A-1 - Development Excluding Sawyer's Landing and Bear River (2012\$)

Drainage Basin A-1
(Excl. Sawyer's Landing
and Bear River)

Land Use Category	Gross Developable Acres Remaining - Basin A-1	Runoff Factor by Land Use	Total Drainage Units	% of Total Drainage Units	Distribution of Cost	Cost per Gross Developable Acre
	[1]	[2]			[3]	[4]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Drainage Units</i>	<i>E = D * Total Cost</i>	<i>F = E / A</i>
Residential Land Uses						
Low Density Residential	0.0	0.40	0.0	0.0%	\$0	\$4,478
Medium Density Residential	590.6	0.50	295.3	74.3%	\$3,305,616	\$5,597
MDR/ HDR	0.0	0.60	0.0	0.0%	\$0	\$6,717
High Density Residential	0.0	0.65	0.0	0.0%	\$0	\$7,277
Subtotal Residential Land Uses	590.6		295.3	74.3%	\$3,305,616	
Nonresidential Land Uses						
Business Park	0.0	0.90	0.0	0.0%	\$0	\$10,075
Commercial	55.0	0.90	49.5	12.4%	\$553,934	\$10,075
Industrial	0.0	0.80	0.0	0.0%	\$0	\$8,956
Subtotal Nonresidential Land Uses	55.0		49.5	12.4%	\$553,934	
Public/ Other Land Uses						
School	92.9	0.55	51.1	12.9%	\$572,275	\$6,157
Other	2.2	0.80	1.8	0.4%	\$19,613	\$8,956
Subtotal Public/ Other Land Uses	95.1		52.9	13.3%	\$591,888	
Total All Land Uses	740.7		397.6	100.0%	\$4,451,438	

*Basin A-1_Allocrem"

- [1] See Table 4.
 [2] Runoff factors by land use provided by MHM Incorporated.
 [3] See Table 8 for cost distribution detail.
 [4] Cost allocation per acre for Low Density Residential, Medium/ High Density Residential, High Density Residential, Business Park and Industrial land uses estimated using the ratios for runoff factors for Basin A.

Table 18
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A and Basin A-1 Cost per Acre (2011\$)

Basin A

Land Use Category	Allocated Cost per Gross Developable Acre		
	Drainage Basin A	Drainage Basin A-1 Cost Increment	Total Drainage Basin A-1
			[1]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A + B</i>
Residential Land Uses			
Low Density Residential	\$5,614	\$4,478	\$10,092
Medium Density Residential	\$7,018	\$5,597	\$12,615
MDR/ HDR	\$8,422	\$6,717	\$15,138
High Density Residential	\$9,123	\$7,277	\$16,400
Nonresidential Land Uses			
Business Park	\$12,633	\$10,075	\$22,708
Commercial	\$12,633	\$10,075	\$22,708
Industrial	\$11,229	\$8,956	\$20,185
Public/ Other Land Uses			
School	\$7,720	\$6,157	\$13,877
Other	\$11,229	\$8,956	\$20,185

"rem_alloc"

[1] The drainage fee for all development excluding Sawyer's Landing and Bear River is based on the costs allocated to both Drainage Basin A and Drainage Basin A-1.

Table A-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A Improvements (2012\$)

Basin A

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Adjusted Costs (2011\$)	Less Completed Improvements (2011\$)	Adjusted Costs (2011\$)	Adjusted Costs (2012\$)
				15%	15%		10.9%			4.4%
1. Onsite Channel Improvements:										
Clearing and Grubbing	26.5 AC	\$1,000.00	\$26,500	\$3,975	\$3,975	\$34,450	\$38,201			
Channel Excavation	215,000 CY	\$2.75	\$591,250	\$88,688	\$88,688	\$768,625	\$852,319			
Hydroseeding	570,000 SF	\$0.06	\$34,200	\$5,130	\$5,130	\$44,460	\$49,301			
Maintenance Path (12" AB on Fabric)	150,000 SF	\$1.50	\$225,000	\$33,750	\$33,750	\$292,500	\$324,350			
Land Acquisition (within SPA)	26.5 AC	\$40,000.00	\$1,060,000	N/A	\$159,000	\$1,219,000	\$1,351,734			
Subtotal			\$1,936,950	\$131,543	\$290,543	\$2,359,035	\$2,616,904	(\$2,284,867)	\$331,038	\$345,606
2. Onsite Culvert Improvements:										
Double 5' x 3' Reinforced Concrete Box Culverts	263 LF	\$450.00	\$118,350	\$17,753	\$17,753	\$153,855	\$170,808			
Quad 5' x 3' Reinforced Concrete Box Culverts	130 LF	\$900.00	\$117,000	\$17,550	\$17,550	\$152,100	\$168,662			
Triple 66" Dia Pipe Culverts	140 LF	\$475.00	\$66,500	\$9,975	\$9,975	\$86,450	\$95,863			
60" Siphon	400 LF	\$200.00	\$80,000	\$12,000	\$12,000	\$104,000	\$115,324			
Inlet / Outlet Weir Structures	2 EA	\$30,000.00	\$60,000	\$9,000	\$9,000	\$78,000	\$86,493			
Concrete Headwalls	10 EA	\$50,000.00	\$500,000	\$75,000	\$75,000	\$650,000	\$720,777			
Subtotal			\$941,850	\$141,278	\$141,278	\$1,224,405	\$1,357,727	(\$453,947)	\$903,781	\$943,280
3. Pump Station No. 2:										
Mobilization/Demobilization	1 LS	130000	\$130,000	\$19,500	\$19,500	\$169,000	\$187,402			
Pump Station Modifications	1 LS	32000	\$32,000	\$4,800	\$4,800	\$41,600	\$46,130			
Motor Control Center, Electrical, and SCADA Upgrades	1 LS	310000	\$310,000	\$46,500	\$46,500	\$403,000	\$446,882			
Backup Generator	1 LS	265000	\$265,000	\$39,750	\$39,750	\$344,500	\$382,012			
Pump and Motor Assembly	2 EA	175000	\$350,000	\$52,500	\$52,500	\$455,000	\$504,544			
Gate Valves, Check Valves, Air Release, Etc	1 LS	280000	\$280,000	\$42,000	\$42,000	\$364,000	\$403,635			
Motor Control Center Structure	1 LS	110000	\$110,000	\$16,500	\$16,500	\$143,000	\$158,571			
Backup Generator Center Block Wall Structure	1 LS	93500	\$93,500	\$14,025	\$14,025	\$121,550	\$134,785			
Upstream Trash Rack Structure	1 LS	200000	\$200,000	\$30,000	\$30,000	\$260,000	\$288,311			
Outfall Structure Modifications	1 LS	15000	\$15,000	\$2,250	\$2,250	\$19,500	\$21,823			
Miscellaneous Improvements	1 LS	12000	\$12,000	\$1,800	\$1,800	\$15,600	\$17,299			
Dewatering	1 LS	6000	\$6,000	\$900	\$900	\$7,800	\$8,649			
Upgrade Pumps to Variable Speed	1 LS	1850000	\$1,850,000	\$277,500	\$277,500	\$2,405,000	\$2,686,874			
Pump Discharge Pipe Crossing Levee	800 LF	520	\$416,000	\$62,400	\$62,400	\$540,800	\$599,686			
Subtotal			\$4,069,500	\$610,425	\$610,425	\$5,290,350	\$5,866,403	(\$2,065,747)	\$3,800,656	\$3,966,762
4. Clark Lateral O&M Road and Pump Access:										
Clearing and Grubbing	12 AC	1800	\$21,600	\$3,240	\$3,240	\$28,080	\$31,138			
Maintenance Path (12" AB on Fabric)	85,000 SF	2.25	\$191,250	\$28,688	\$28,688	\$248,625	\$275,697			
Land Acquisition (within existing ditch area)	8.5 AC	12000	\$102,000	N/A	\$15,300	\$117,300	\$130,073			
Land Acquisition (adjacent to ditch for road)	6 AC	25000	\$150,000	N/A	\$22,500	\$172,500	\$191,283			
Hydroseeding	35,000 SF	0.15	\$5,250	\$788	\$788	\$6,825	\$7,568			
Subtotal			\$470,100	\$32,715	\$70,515	\$573,330	\$635,758	\$0	\$635,758	\$663,544

Table A-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A Improvements (2012\$)

Basin A

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Adjusted Costs (2011\$)	Less Completed Improvements (2011\$)	Adjusted Costs (2011\$)	Adjusted Costs (2012\$)
				15%	15%		10.9%			4.4%
5. Onsite Linear Detention Basin:										
Clearing and Grubbing	63.5 AC	1000	\$63,500	\$9,525	\$9,525	\$82,550	\$91,539			
Channel Excavation	772,980 CY	2.75	\$2,125,640	\$318,846	\$318,846	\$2,763,332	\$3,084,224			
Hydroseeding	686,000 SF	0.06	\$39,960	\$5,994	\$5,994	\$51,948	\$57,604			
Double 66" Dia Pipe Culverts	150 LF	350	\$52,500	\$7,875	\$7,875	\$68,250	\$75,882			
Concrete Headwalls	4 EA	50000	\$200,000	\$30,000	\$30,000	\$260,000	\$288,311			
Maintenance Path (12" AB on Fabric)	129,000 SF	1.5	\$193,500	\$29,025	\$29,025	\$251,550	\$278,941			
72" Culvert Crossing Upgrade	1 LS	200000	\$200,000	\$30,000	\$30,000	\$260,000	\$288,311			
Land Acquisition (within SPA)	63.5 AC	40000	\$2,540,000	N/A	\$381,000	\$2,921,000	\$3,239,060			
Subtotal			\$5,415,100	\$431,265	\$812,265	\$6,658,630	\$7,383,672	(\$4,727,249)	\$2,656,423	\$2,772,520
6. Offsite Linear Detention Basin:										
Clearing and Grubbing	37.5 AC	1000	\$37,500	\$5,625	\$5,625	\$48,750	\$54,058			
Erosion Control	1 LS	20000	\$20,000	\$3,000	\$3,000	\$26,000	\$28,831			
Channel Excavation	312,680 CY	2.75	\$859,815	\$128,972	\$128,972	\$1,117,760	\$1,239,470			
Lake Excavation (Below Elev 25.0)	36,500 CY	3	\$109,500	\$16,425	\$16,425	\$142,350	\$157,850			
Maintenance Road Berm (Compacted Fill)	38,170 CY	2.7	\$103,059	\$15,459	\$15,459	\$133,977	\$148,565			
Stockpile Excess Material	301,500 CY	0.5	\$150,750	\$22,613	\$22,613	\$195,975	\$217,314			
12" Irrigation Pipe	407 LF	70	\$28,490	\$4,274	\$4,274	\$37,037	\$41,070			
12" Irrigation Valve	2 EA	3500	\$7,000	\$1,050	\$1,050	\$9,100	\$10,091			
18" PVC SDR 35 Drain Pipe	2 EA	7500	\$15,000	\$2,250	\$2,250	\$19,500	\$21,623			
18" Pipe Discharge Structure	2 EA	1000	\$2,000	\$300	\$300	\$2,600	\$2,883			
30" HDPE Drain Pipe	50 LF	110	\$5,500	\$825	\$825	\$7,150	\$7,929			
30" Flared End Section	1 EA	500	\$500	\$75	\$75	\$650	\$721			
36" RCP CI-3 Drain Pipe	50 LF	220	\$11,000	\$1,650	\$1,650	\$14,300	\$15,857			
60" RCP CI-3 Drain Pipe	15 LF	300	\$4,500	\$675	\$675	\$5,850	\$6,487			
60" HDPE Drain Pipe	85 LF	300	\$25,500	\$3,825	\$3,825	\$33,150	\$36,760			
72" RCP CI-3 Drain Pipe	200 LF	500	\$100,000	\$15,000	\$15,000	\$130,000	\$144,155			
36" Outfall/Outlet Structure w/Rack	3 EA	40000	\$120,000	\$18,000	\$18,000	\$156,000	\$172,986			
60" Outfall/Outlet Structure w/Rack	1 EA	25000	\$25,000	\$3,750	\$3,750	\$32,500	\$36,039			
72" Outfall/Outlet Structure w/Rack	4 EA	65000	\$260,000	\$39,000	\$39,000	\$338,000	\$374,804			
Anchor Post	12 EA	750	\$9,000	\$1,350	\$1,350	\$11,700	\$12,974			
Saddle Structure	1 EA	80000	\$60,000	\$9,000	\$9,000	\$78,000	\$86,493			
Outfall Structure	1 EA	125000	\$125,000	\$18,750	\$18,750	\$182,500	\$180,194			
Utility Pole Relocation	5 EA	5000	\$25,000	\$3,750	\$3,750	\$32,500	\$36,039			
Rock Rip Rap Erosion Protection	100 SF	5	\$500	\$75	\$75	\$650	\$721			
Hydroseeding	454,000 SF	0.06	\$27,240	\$4,086	\$4,086	\$35,412	\$39,268			
Maintenance Path (12" AB on Fabric)	187,830 SF	0.8	\$150,264	\$22,540	\$22,540	\$195,343	\$216,614			
Land Acquisition - Land within Plumas Lake SP	27.6 AC	40000	\$1,104,400	N/A	\$165,660	\$1,270,060	\$1,408,354			
Land Acquisition - Land outside of Plumas Lake SP	13.6 AC	12000	\$163,200	N/A	\$24,480	\$187,680	\$208,116			
Subtotal			\$3,549,718	\$342,318	\$532,458	\$4,424,493	\$4,906,265	(\$4,733,279)	\$172,986	\$180,547

Table A-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A Improvements (2012\$)

Basin A

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Adjusted Costs (2011\$)	Less Completed Improvements (2011\$)	Adjusted Costs (2011\$)	Adjusted Costs (2012\$)
TOTAL ALL IMPROVEMENTS			\$16,383,218	15% \$1,689,543	15% \$2,457,483	\$20,530,243	10.9% \$22,765,730	(\$14,265,088)	\$8,500,642	4.4% \$8,872,159
Additional Costs										
Master Drainage Plan Costs						\$0	\$0	\$0	\$0	
Master Drainage Plan Amendment for Basin A						\$70,000	\$77,622	(\$77,622)	\$0	
LOMR Study and Update Modeling						\$85,000	\$94,255	(\$94,255)	\$0	
Negative Declaration						\$0	\$0	\$0	\$0	
SCADA Upgrades						\$50,000	\$55,444	(\$55,444)	\$0	
Nexus Study Updates [1]						\$58,617	\$65,000	\$0	\$65,000	\$67,841
Pump Station No. 8 SCADA System						\$35,000	\$38,811	\$0	\$38,811	\$40,507
Agency Permits (Corps 404, Reclamation Board, Fish and Game 1602, Water Quality 401, etc.)						\$15,000	\$16,633	\$0	\$16,633	\$17,360
Subtotal						\$313,617	\$347,766	(\$227,322)	\$120,444	\$125,708
TOTAL OVERALL IMPROVEMENTS & ADDITIONAL COSTS						\$20,843,861	\$23,113,497	(\$14,492,410)	\$8,621,087	\$8,997,868
5.0% Administration Charge						\$1,042,193	\$1,155,675	(\$724,620)	\$431,054	
2.0% County Processing Fee						\$416,877	\$462,270	(\$289,848)	\$172,422	
GRAND TOTAL						\$22,302,931	\$24,731,442	(\$15,506,879)	\$9,224,563	

Source: MHM Incorporated.

"cip"

[1] Reflects costs of current update and one future update.

Table A-2
Reclamation District 784
Drainage Impact Fee Update
Calculation of Remaining Reimbursement - Basins A and A-1

Basin A

Entity	Improvement		Basin A			Basin A-1		
	#	Description	Total Dedicated Amount (2011\$)	Remaining Reimbursement (2011\$)	Remaining Reimbursement (2012\$)	Total Dedicated Amount (2011\$)	Remaining Reimbursement (2011\$)	Remaining Reimbursement (2012\$)
Adjustment Factor [1]					4.37%	4.37%		
Outstanding Reimbursements								
Reclamation District No. 784	3	Pump Station No. 2 - Borrowed from Administration	\$0	\$49,917	\$52,099	-	-	-
Riverside Meadows	6	Offsite Detention Pond	\$1,975,832	\$1,254,654	\$1,309,488	-	-	-
Cresleigh Homes	6	Offsite Detention Pond	\$1,975,832	\$1,254,654	\$1,309,488	-	-	-
Subtotal Reimbursements			\$3,951,665	\$2,559,224	\$2,671,074	\$0	\$0	\$0
Fee Credit Amounts								
Rio Del Oro Farms #2	1	Rio Del Oro 1A thru 15	-	-	-	\$373,795	\$373,795	\$390,132
Riverside Meadows	6	Offsite Detention Pond	\$721,179	\$721,179	\$752,698	-	-	-
Cresleigh Homes	6	Offsite Detention Pond	\$721,179	\$721,179	\$752,698	-	-	-
Danna & Danna	6	Offsite Detention Pond	\$171,801	\$171,801	\$179,309	-	-	-
Subtotal Fee Credits			\$1,614,158	\$1,614,158	\$1,684,704	\$373,795	\$373,795	\$390,132
Total			\$5,565,823	\$4,173,382	\$4,355,778	\$373,795	\$373,795	\$390,132

"reimb"

Source: MHM Engineering.

[1] Reimbursement and fee credit balances updated from June 2011 to December 2012 using the average of the ENR 20-City Average and San Francisco construction cost indices.

Addendum #2

Reclamation District 784 Drainage Impact Fee Land Use Definitions

The Economics of Land Use



Prepared for:

Reclamation District 784

Prepared by:

Economic & Planning Systems, Inc.

February 4, 2013

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ADDENDUM #2

Reclamation District No. 784 (RD 784 or District) has a Drainage Impact Fee Program in place to fund drainage improvements serving new development in Basins A, B, and C. For purposes of fee program implementation, the table on the following page offers additional detail regarding the land use categories identified in the Drainage Impact Fee Nexus Study completed in 2011 (2011 Nexus Study).

The 2011 Nexus Study identifies Drainage Impact Fees for the major land use categories anticipated to develop within the District boundary. RD 784 staff shall use the attached land use definitions to determine the applicable Drainage Impact Fee rate for new development. If a project comes forward that does not fit into one of the identified land use categories, or has other special features that warrant additional consideration, the RD 784 General Manager, in concert with the District Engineer, shall determine the appropriate impervious surface area factor and compute the appropriate fee. This determination may be appealed to the RD 784 Board, who shall have ultimate authority for such decisions.

Final Report

The Economics of Land Use



Reclamation District 784 Drainage Impact Fee Nexus Study

Prepared for:

Reclamation District 784

Prepared by:

Economic & Planning Systems, Inc.

June 7, 2011

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1. EXECUTIVE SUMMARY

Introduction and Background

This report serves as the nexus study for the Reclamation District 784 (RD 784) Drainage Fee Program (RD 784 Fee Program or Drainage Fee Program). The RD 784 Fee Program includes drainage fees for three primary drainage basins within the RD 784 boundaries—Drainage Basins A, B, and C. This report includes current estimates of costs, land uses, and other fee program information required to determine the nexus between required drainage infrastructure and new development that will benefit from such facilities and related costs.

As described herein, the RD 784 fees will be adopted by RD 784, and subsequently by Yuba County (County) on behalf of RD 784, pursuant to the provisions set forth in the Mitigation Fee Act found in Government Code Section 66000 et. seq.

Economic & Planning Systems, Inc., (EPS) prepared this nexus study, along with major input from MHM Incorporated, RD 784 staff, and legal counsel to RD 784.

This Final Report reflects final comments received at the June 7, 2011, board hearing regarding the nexus study. Specifically, this document includes revised language included at the direction of the RD 784 Board of Trustees.

Purpose of the Drainage Fee Program Nexus Study

The purpose of this nexus study is to document the required nexus findings for RD 784 to update the drainage fees for Drainage Basins A, B, and C. The nexus study documents the maximum justifiable fees that could be collected by RD 784. This nexus study also describes implementation and administration of the Drainage Fee Program. As described herein, the Drainage Fee Program will be updated periodically to reflect changes in costs, land uses, and other fee program information over time. The implementation chapter of this document addresses how the Drainage Fee Program will be administered and updated.

Supporting Documents

The following documents produced by or for RD 784 were used to inform this analysis:

- Existing Drainage Basin A, B, and C fee program documentation.
- Drainage Basin A Drainage Master Plan, dated March 19, 2010.
- Drainage Basin B Master Plan, dated August 6, 2010.
- Drainage Basin C Drainage Master Plan Basis of Design Report, dated July 7, 2009.

Drainage Fee Program Update Methodology Summary

This nexus study calculates updated RD 784 drainage fees for the following basins and sub-basins:

- Drainage Basin A
- Drainage Basin A-1.
- Drainage Basin B.
- Drainage Basin C.
- Drainage Basin C-1.

The RD 784 drainage fee in each drainage basin has been calculated by allocating the remaining costs of drainage facility capital improvements and costs necessitated by new development to the land uses remaining to be developed in each drainage basin or sub-basin. This Drainage Fee Program update methodology was determined to fully fund the necessary drainage system improvements and related costs and results in the lowest cost to remaining development. Under this methodology, the drainage facilities and costs remaining to be incurred are allocated to the land uses remaining to be developed based on the proportional benefit conferred to each land use category, as determined by impervious surface area use factors.

As described in **Chapter 4**, the only exception to this is that the entire buildout cost of Basin C-1 costs are used as the basis for determining the Basin C-1 fee, which is only applicable to approximately 250 acres in Basin C-1.

The updated drainage fees for each of the basins and sub-basins are documented in detail throughout this nexus study document. **Tables 1** through **3** show the updated RD 784 drainage fees for each land use type for each drainage basin and sub-basin.

Authority

This study serves as the basis for requiring development impact fees under Assembly Bill (AB) 1600 legislation, as codified by the Mitigation Fee Act (California Government Code sections 66000 et. seq.). This section of the Mitigation Fee Act sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition.

Required Nexus Findings

- ✓ Identify the purpose of the fee.
- ✓ Identify how the fee is to be used.
- ✓ Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- ✓ Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- ✓ Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

Table 1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin A and A-1 (2011\$)

Basin A

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
DRAINAGE BASIN A [2]				
Residential Land Uses				
Low Density Residential	\$5,344	\$160	\$53	\$5,557
Medium Density Residential	\$6,681	\$200	\$67	\$6,948
MDR/HDR	\$8,017	\$240	\$80	\$8,337
High Density Residential	\$8,685	\$261	\$87	\$9,033
Nonresidential Land Uses				
Business Park	\$12,025	\$361	\$120	\$12,506
Commercial	\$12,025	\$361	\$120	\$12,506
Industrial	\$10,689	\$321	\$107	\$11,117
Public/Other Land Uses				
School	\$7,349	\$220	\$73	\$7,642
Other	\$10,689	\$321	\$107	\$11,117
DRAINAGE BASIN A-1 (All Development Excl. Sawyer's Landing and Bear River)				
Residential Land Uses				
Low Density Residential	\$9,542	\$286	\$95	\$9,923
Medium Density Residential	\$11,928	\$358	\$119	\$12,405
MDR/HDR	\$14,314	\$429	\$143	\$14,886
High Density Residential	\$15,506	\$465	\$155	\$16,126
Nonresidential Land Uses				
Business Park	\$21,470	\$644	\$215	\$22,329
Commercial	\$21,470	\$644	\$215	\$22,329
Industrial	\$19,085	\$573	\$191	\$19,849
Public/Other Land Uses				
School	\$13,121	\$394	\$131	\$13,646
Other	\$19,085	\$573	\$191	\$19,849

"fee_sum_remaining"

[1] Refer to Table 13 and Table 14 for additional detail regarding the costs allocated by sub-basin and land use category.

[2] Basin A fee rates would apply to Sawyer's Landing and Bear River only.

Table 2
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin B (2011\$)

Basin B

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
Residential Land Uses				
Low Density Residential	\$7,975	\$239	\$80	\$8,294
Medium Density Residential	\$9,969	\$299	\$100	\$10,368
Medium/High Density Residential	\$11,963	\$359	\$120	\$12,442
High Density Residential	\$12,960	\$389	\$130	\$13,479
Nonresidential Land Uses				
Business Park	\$17,944	\$538	\$179	\$18,661
Commercial	\$17,944	\$538	\$179	\$18,661
Industrial	\$15,951	\$479	\$160	\$16,590
Public/Other Land Uses				
School	\$10,966	\$329	\$110	\$11,405
Other	\$15,951	\$479	\$160	\$16,590

"fee_sum_remaining"

[1] Refer to Table 15 for detail regarding the costs allocated by land use.

Table 3
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin C and Basin C-1 (2011\$)

Basin C

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
DRAINAGE BASIN C <i>(All Development)</i>				
Residential Land Uses				
Low Density Residential	\$13,118	\$394	\$131	\$13,643
Medium Density Residential	\$16,397	\$492	\$164	\$17,053
MDR/HDR	\$19,676	\$590	\$197	\$20,463
High Density Residential	\$21,316	\$639	\$213	\$22,168
Nonresidential Land Uses				
Business Park	\$29,515	\$885	\$295	\$30,695
Commercial	\$29,515	\$885	\$295	\$30,695
Industrial	\$26,235	\$787	\$262	\$27,284
Public/Other Land Uses				
School	\$18,037	\$541	\$180	\$18,758
Other	\$26,235	\$787	\$262	\$27,284
DRAINAGE BASIN C-1 <i>(River Oaks North, South, East, and Northpoint)</i>				
Residential Land Uses				
Low Density Residential	\$20,070	\$602	\$201	\$20,873
Medium Density Residential	\$25,087	\$753	\$251	\$26,091
MDR/HDR	\$30,105	\$903	\$301	\$31,309
High Density Residential	\$32,614	\$978	\$326	\$33,918
Nonresidential Land Uses				
Business Park	\$45,157	\$1,355	\$452	\$46,964
Commercial	\$45,157	\$1,355	\$452	\$46,964
Industrial	\$40,140	\$1,204	\$401	\$41,745
Public/Other Land Uses				
School	\$27,596	\$828	\$276	\$28,700
Other	\$40,140	\$1,204	\$401	\$41,745

"fee_sum_remaining"

[1] Refer to Table 19 and Table 16 for detail regarding the costs allocated by land use category and sub-basin.

Drainage Fee Program Implementation and Administration

Implementation

The RD 784 drainage fees presented in this report are based on the best infrastructure improvement cost estimates, funding source information, administrative cost estimates, and land use information available at this time. The cost estimates presented in this report are in constant 2011 dollars. After the fees presented in this report are established, RD 784 will conduct periodic reviews of infrastructure improvement costs and other assumptions used as the basis of this nexus study. Based on these reviews, RD 784 may make necessary adjustments to the Drainage Fee Program through subsequent fee program adjustments. As costs, land uses, and other fee program information changes over time, the Drainage Fee Program will be updated to account for these changes.

Following RD 784 action to implement the updated drainage fees, the updated fees would be adopted by the County through one or more ordinances establishing and authorizing collection of the fee. The fee will be effective 60 days following the County's final action on the ordinance authorizing the fee.

Administration

The County will collect the drainage impact fees on behalf of RD 784 and will track amounts collected separately for each drainage basin. As the agency collecting the fee, the County will maintain records of fee amounts paid (e.g., fee-paying party, property, total fee, sub-basin fee component if applicable). The County shall not transfer or disburse any funds from the impact fee account(s) unless directed to do so by RD 784.

Before making payment to the County, any applicant who will be paying drainage impact fees shall obtain a written estimate from RD 784 of the fees that shall be payable. The applicant will be required to deliver a copy of the RD 784 fee documentation paperwork to the County with payment of the impact fees. An example of this form is included as **Appendix D** to this document.

RD 784 will maintain records of all impact fee payments received by basin and sub-basin. In its role as fee program administrator, tasks required of RD 784 will include, but not be limited to, these:

- Coordinating with the County on fee payment amounts and fee program accounting.
- Preparing fee credit/reimbursement agreements for RD 784 Board and County consideration.
- Tracking all Drainage Fee Program payments and assignment of fee credits/reimbursements.
- Tracking cash reimbursements paid and payable to property owners or developers who are owed cash reimbursements.
- Monitoring fee program account balances and obligations of the Drainage Fee Program.

Organization of Report

This Drainage Fee Program Nexus Study is organized into the following chapters:

- **Chapter 1** summarizes the proposed Drainage Fee Program.
- **Chapter 2** provides an overview of the Drainage Fee Program and describes each of the drainage basins.
- **Chapter 3** identifies the land uses that would be subject to the Drainage Fee Program.
- **Chapter 4** describes the drainage facilities, land dedications, and other costs included in the Drainage Fee Program.
- **Chapter 5** describes in detail the nexus study methodology used to determine the fees for each drainage basin.
- **Chapter 6** summarizes the nexus findings for the Drainage Fee Program.
- **Chapter 7** describes Drainage Fee Program implementation and administration.

In addition, this nexus study includes the following appendices:

- **Appendix A** summarizes drainage facility cost estimates for Basin A and Basin A-1.
- **Appendix B** summarizes drainage facility cost estimates for Basin B.
- **Appendix C** summarizes drainage facility cost estimates for Basin C.
- **Appendix D** is an example RD 784 fee payment certification form.

2. DRAINAGE FEE PROGRAM

Drainage Fee Components by Drainage Basin

The Drainage Fee Program update includes updates to each of the existing drainage basin fees collected by RD 784. In addition, this fee program update also includes a new sub-basin fee for a portion of Basin C, whose land uses benefit from permanent drainage facilities that have been included in the Drainage Basin C Master Plan.

The drainage fee is applicable to land uses in the following drainage basins:

- Drainage Basin A
- Drainage Basin A-1.
- Drainage Basin B.
- Drainage Basin C.
- Drainage Basin C-1.

Drainage Basin A and Basin A-1

Map 1 shows the boundaries of Drainage Basin A and Basin A-1. Drainage Basin A and Basin A-1 include southern areas of the Plumas Lake Specific Plan (PLSP), as well as the area known as the Bear River Specific Plan (BRSP). The Drainage Basin A fee applies to the land uses known as BRSP and Sawyer's Landing. The Drainage Basin A-1 fee applies to all other land uses within the entire Drainage Basin A boundary.

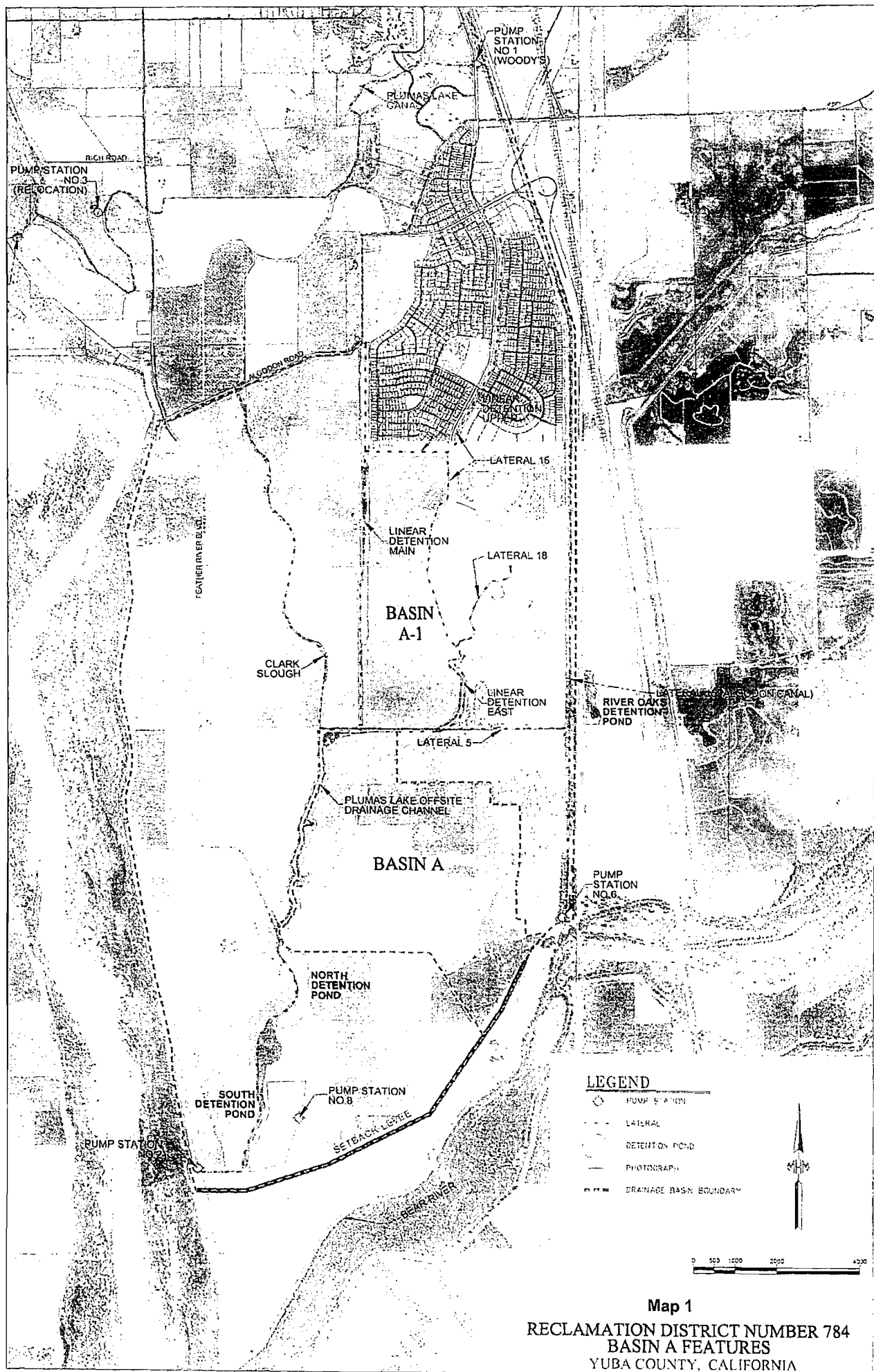
Drainage Basin B

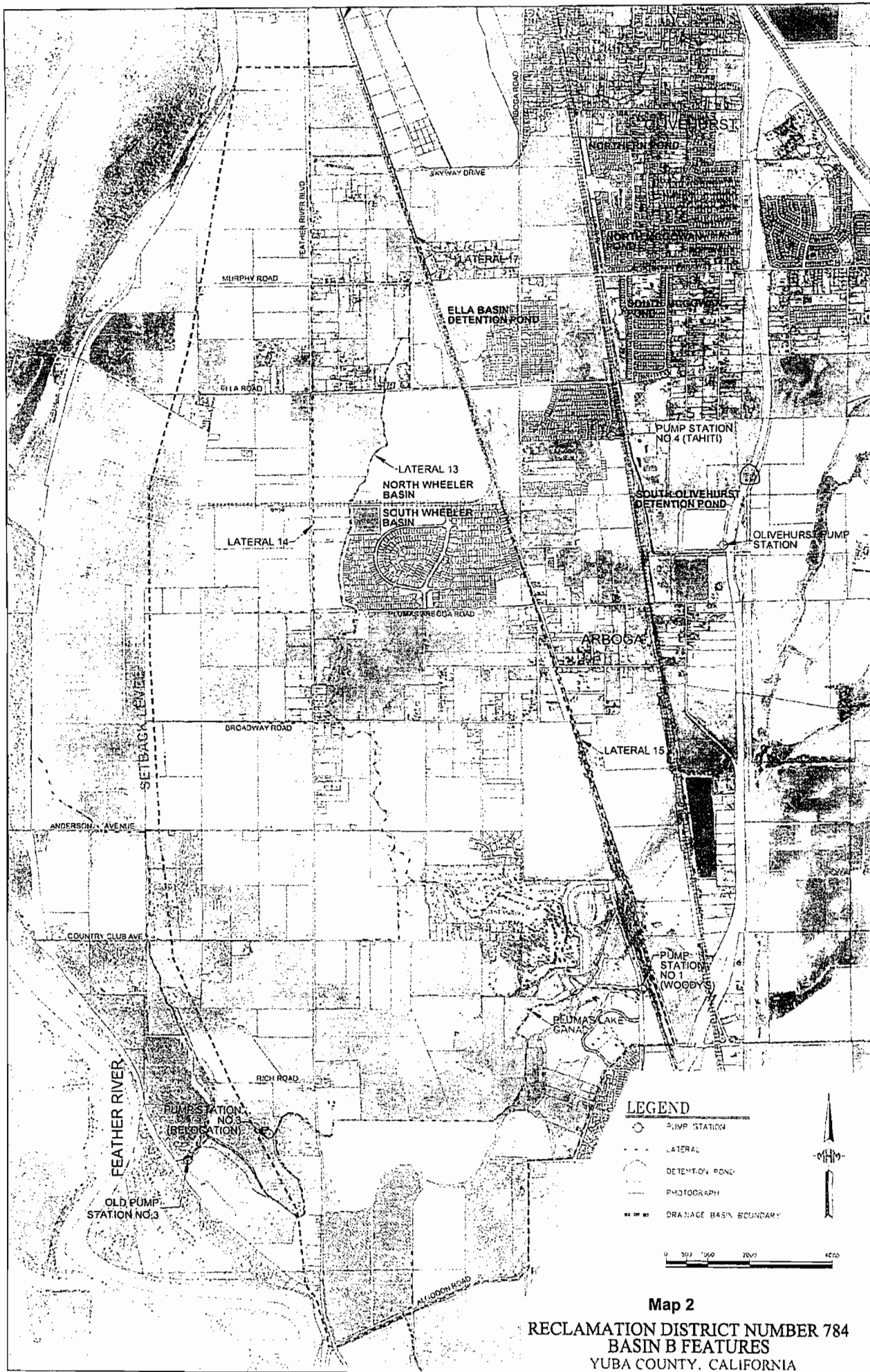
Map 2 shows the boundaries of Drainage Basin B, which includes the northern areas of the PLSP and areas north of that, some of which are part of the North Arboga Study Area (NASA). Drainage Basin B does not contain any sub-basin areas that might vary the fees for a given land use in this basin.

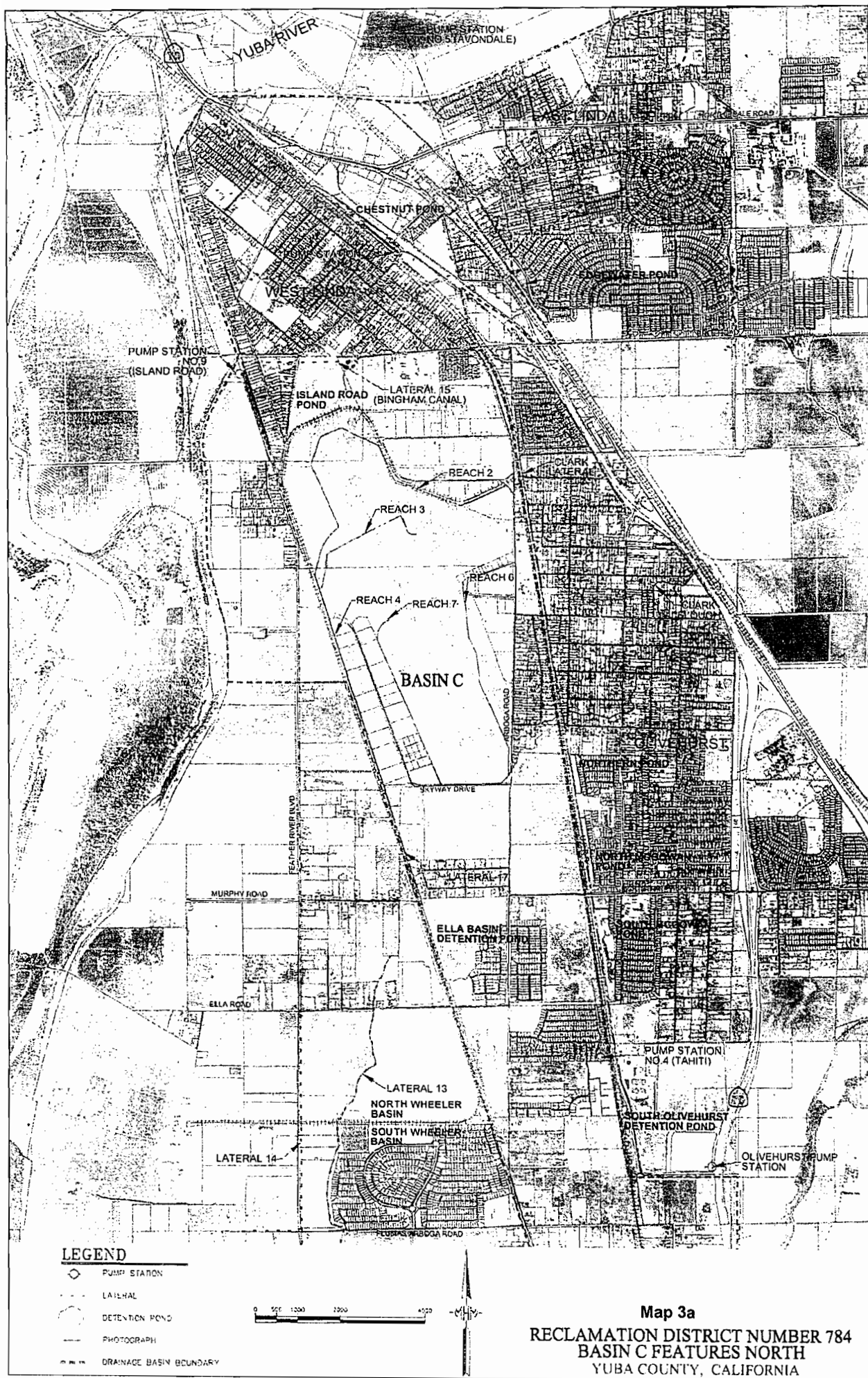
Drainage Basin C and Basin C-1

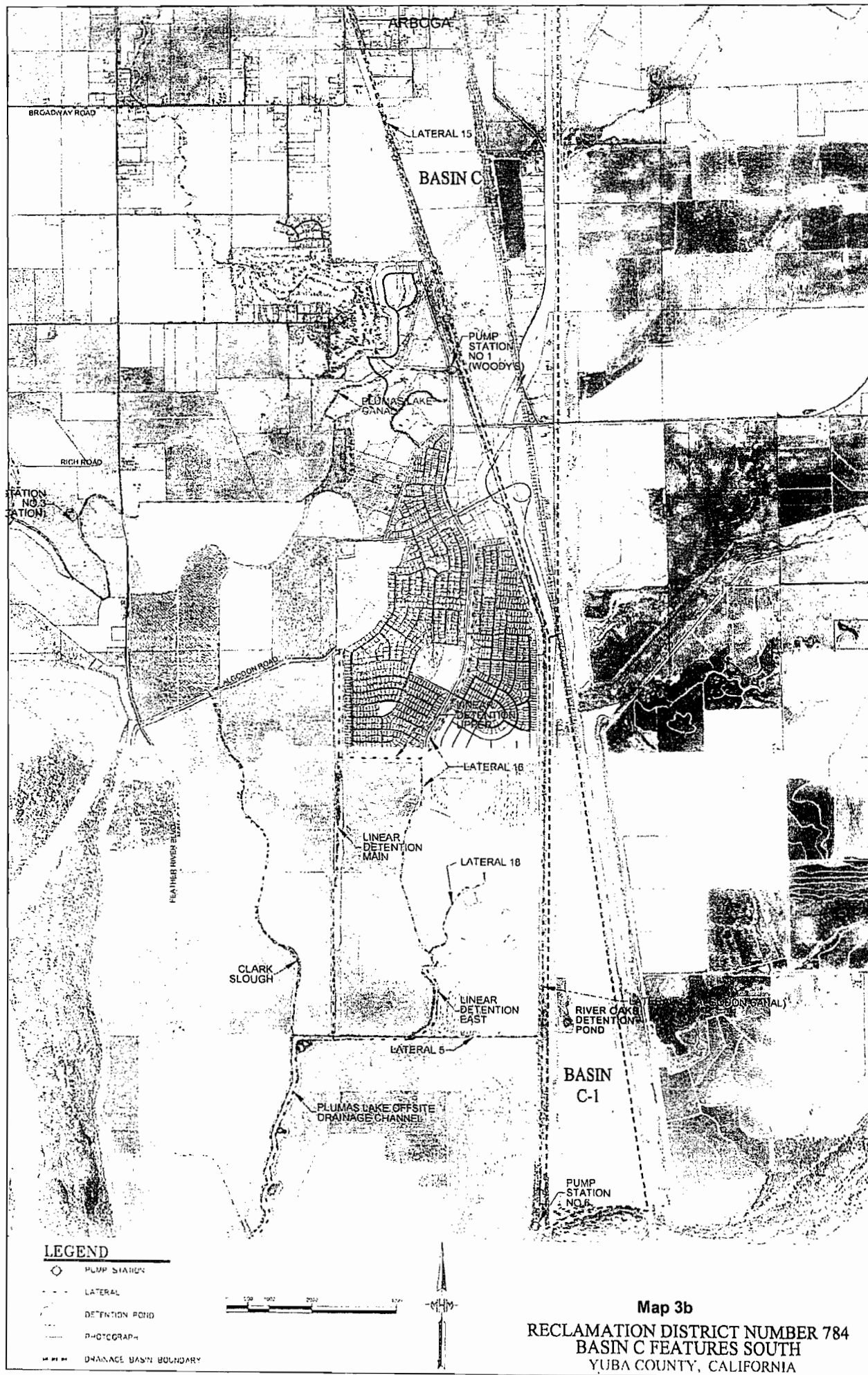
Maps 3a and **3b** show the boundaries of Drainage Basin C and Basin C-1. Basin C contains two triangular-shaped areas: one is located south and east of State Route 70 (Highway 70) and the other is north and west of Highway 70. The southern portion of Basin C extends to the southern boundaries of the PLSP, while the northern portion extends northward to include the Olivehurst airport.

All land uses in Basin C will be subject to the baseline Drainage Basin C fee. In addition, land uses in Drainage Basin C-1 will be subject to an additional fee component to pay for the cost of a permanent drainage basin that only benefits a portion of the land uses in the southern portion of Basin C.









3. LAND USES

As documented in this nexus study, the RD 784 land uses are divided between multiple drainage basins and sub-basins. Together, the total amount of developable land uses in the basins equals approximately 4,900 acres at buildout. This total excludes areas for schools and major roads, as well as parks and open space areas. As development has proceeded in each basin, only a subset of the buildout total is remaining to be developed. This Drainage Fee Program update calculates approximately 3,700 total remaining developable acres that would be subject to the updated fee.

Drainage Fee Program Land Uses

MHM Incorporated and EPS compiled the land use data used for this drainage fee update. The Drainage Fee Program land uses are based on the planned land uses in each drainage basin identified through the following sources:

- Approved Specific Plan, Area Plan, or Community Plan.
- Approved tentative subdivision maps.
- Other development approvals (e.g., large lot tentative map).
- Other development records of the County and other agencies.

The land use assumptions are consistent with those used in the updated Drainage Basin Master Plans, prepared by MHM Incorporated.

Tables 4 through **6** show the buildout and remaining land uses in each of the drainage basins or sub-basins. The land use categories shown are based on County development zoning classifications and RD 784 existing Drainage Fee Program categories. With the drainage fee update, parcels planned for major roads, parks, and open space are not allocated costs and, therefore, would not be subject to the drainage fees.

It is important to note that the remaining land uses include land uses that may be eligible to use outstanding fee credits that have been granted by RD 784. Based on executed fee credit and reimbursement agreements, the nexus study handles this issue by including the outstanding fee credit obligation as a future liability, which drainage impact fee revenues will have to fund.

Table 4
Reclamation District 784
Drainage Impact Fee Update
Summary of Basin A Land Uses

Basin A

Land Use Category	Basin A Development							
	Bear River		Sawyer's Landing		Basin A-1 Development		Total Basin A	
	Buildout Acres	Remaining Acres	Buildout Acres	Remaining Acres	All Other		Buildout Acres	Remaining Acres
					Buildout Acres	Remaining Acres		
Residential Land Uses								
Low Density Residential	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Medium Density Residential	387.5	387.5	43.0	43.0	1,381.9	690.6	1,812.4	1,121.1
Medium/High Density Residential	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
High Density Residential	11.5	11.5	0.0	0.0	0.0	0.0	11.5	11.5
Subtotal Residential Land Uses	399.0	399.0	43.0	43.0	1,381.9	690.6	1,823.9	1,132.5
Nonresidential Land Uses								
Business Park	13.9	13.9	0.0	0.0	0.0	0.0	13.9	13.9
Commercial	19.1	19.1	0.0	0.0	62.0	55.0	81.1	74.1
Industrial	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal Nonresidential Land Uses	33.0	33.0	0.0	0.0	62.0	55.0	95.0	88.0
Public/Other Land Uses								
School	16.2	16.2	0.0	0.0	46.5	17.9	62.6	34.1
Open Space	0.0	0.0	0.0	0.0	23.7	23.7	23.7	23.7
Park	19.5	19.5	0.0	0.0	90.0	45.5	109.5	65.0
Major Roads	47.1	47.1	0.0	0.0	21.3	0.0	68.4	47.1
RD 784	41.2	41.2	0.0	0.0	185.5	85.4	226.7	126.6
Other	3.9	3.9	0.0	0.0	3.6	2.2	7.5	6.1
Subtotal Public/Other Land Uses	127.9	127.9	0.0	0.0	370.7	174.7	498.6	302.6
Total All Land Uses	559.9	559.9	43.0	43.0	1,814.6	920.3	2,417.4	1,523.1

"lu"

Source: MHM Incorporated and EPS.

**Table 5
Reclamation District 784
Drainage Impact Fee Update
Summary of Basin B Land Uses**

Basin B

Land Use Category	Total Basin B	
	Buildout Acres	Remaining Acres
Residential Land Uses		
Low Density Residential	195.0	195.0
Medium Density Residential	850.0	677.8
Medium/High Density Residential	300.7	300.7
High Density Residential	14.0	14.0
Subtotal Residential	1,359.7	1,187.5
Nonresidential Land Uses		
Business Park	6.5	6.5
Commercial	14.9	2.4
Industrial	0.0	0.0
Subtotal Nonresidential Land Uses	21.3	8.8
Public/Other Land Uses		
School	76.0	64.2
Open Space	272.5	270.5
Park	110.4	99.1
Major Roads	79.1	66.8
RD 784	68.4	49.8
Other	3.0	3.0
Subtotal Public/Other Land Uses	609.3	553.3
Total	1,990.4	1,749.6

"lu"

Source: MHM Incorporated and EPS.

Table 6
Reclamation District 784
Drainage Impact Fee Update
Summary of Basin C Land Uses

Basin C

Land Use Category	Total Basin C		Basin C-1 [1]	
	Buildout Acres	Remaining Acres	Buildout Acres	Remaining Acres
Residential Land Uses				
Low Density Residential	10.0	10.0	0.0	0.0
Medium Density Residential	910.0	651.0	250.3	212.9
Medium/ High Density Residential	0.0	0.0	0.0	0.0
High Density Residential	0.0	0.0	0.0	0.0
Subtotal Residential Land Uses	920.0	661.0	250.3	212.9
Nonresidential Land Uses				
Business Park	81.8	81.8	0.0	0.0
Commercial	135.0	109.4	0.0	0.0
Industrial	239.0	238.3	0.0	0.0
Subtotal Nonresidential Land Uses	455.8	429.5	0.0	0.0
Public/ Other Land Uses				
School	0.0	0.0	0.0	0.0
Open Space	2.6	2.6	0.0	0.0
Park	12.2	12.2	0.0	0.0
Major Roads	8.2	8.2	0.0	0.0
RD 784	9.7	9.7	0.0	0.0
Other	0.0	0.0	0.0	0.0
Subtotal Public/ Other Land Uses	32.7	32.7	0.0	0.0
Total	1,408.5	1,123.2	250.3	212.9

"lu"

Source: MHM Incorporated and EPS.

[1] Includes the River Oaks North, River Oaks South, River Oaks East, and Northpoint projects.

4. DRAINAGE FEE PROGRAM FACILITIES AND COST ESTIMATES

The Drainage Fee Program facilities and cost estimates are based on information contained in the Drainage Basin Master Plans, prepared by MHM Incorporated. The majority of the cost estimates are based on planning-level engineer's cost estimates, prepared in 2007. These cost estimates have been escalated to 2011 dollars using the RD 784 annual drainage fee adjustment factor. This adjustment factor is the one used by RD 784 each year to annually adjust the drainage fees. **Table 7** shows the cumulative adjustment factor applicable for this nexus study, which equates to a 10.9-percent adjustment factor for the cost estimates.

In some instances, updated cost estimates were prepared for this nexus study update. Such is the case with the Pump Station No. 10 cost estimate. All cost estimates have been reviewed and verified by the RD 784 district engineer, MHM Incorporated.

Buildout and Remaining Cost Estimates

Buildout Cost Estimates

Drainage Fee Program cost estimates include the estimated hard construction costs plus 15 percent for engineering, inspection, and construction management. Cost estimates also include a 15-percent contingency to account for increased costs as a result of final design or construction of a project. Finally, the costs in each drainage basin include the costs of the master plans and other studies, as well as the cost of updating plans and studies, including the Drainage Fee Program Nexus Study.

Remaining Cost Estimates

As described in more detail in **Chapter 5**, the updated RD 784 drainage fees were calculated using the remaining costs of drainage facilities. Estimated buildout costs in 2011 dollars less completed facilities (valued in 2011 dollars) equal the remaining facilities costs included in the updated drainage fee calculations. Detailed cost estimates in 2011 dollars for each drainage basin are included in **Appendices A** through **C**. MHM Incorporated reviewed the cost estimates to ensure that remaining costs did not include unused contingencies for completed facilities.

For example, if there were no longer any improvements required to be completed for a particular drainage facility, then that facility is not included in remaining costs. Conversely, if one item out of five items had not yet been completed for a set of drainage improvements, that item, including associated contingencies, is included as a remaining facility cost.

Outstanding Fee Credit and Reimbursement Obligations

In addition to remaining facilities to be constructed, remaining facility costs include the cost of outstanding fee credits and cash reimbursements that have yet to be paid for by drainage fee revenues. Outstanding fee credits and remaining cash reimbursements identified in approved fee credit and reimbursement agreements are assumed to be in 2011 dollars. Whether used as a credit against the updated fee or paid by RD 784 as a future cash reimbursement, each of

Table 7
Reclamation District 784
Drainage Impact Fee Update
Construction Cost Index Adjustment Factor for Cost Estimates

Item	Oct. 2007	Oct. 2010	Adjustment Factor
Construction Cost Index	8,045	8,921	10.9%

"cci"

Source: Engineering News Record 20-city average construction cost index.

these types of obligations must be included in remaining costs to ensure that all fee program liabilities can be funded via future fee revenues. Summaries of outstanding fee credit and reimbursement balances are included in **Appendices A through C**.

Fee Program Account Balances

Remaining costs also account for any surpluses or deficits in the existing fee program accounts for each drainage basin. Any positive fee program account balances would be subtracted from remaining costs that are to be funded via fees.

Drainage Basin A and Basin A-1 Costs

Table 8 shows the remaining facility costs for Drainage Basin A and Basin A-1. Approximately \$13.2 million in remaining costs are quantified, with approximately \$9.0 million for Basin A and \$4.2 million for Basin A-1. **Figure 1** shows how the Basin A and Basin A-1 costs are allocated to benefiting land uses. Remaining facilities to be constructed include the following improvements:

- On-site Channel Improvements (portion).
- On-site Culvert Improvements (portion).
- Pump Station No. 2.
- On-site Linear Detention Basin.

For Basin A overall, there is an almost equal amount of cost for facilities yet to be constructed as for outstanding fee credits and reimbursements. This is true because many of the Basin A drainage facilities have been constructed and advance-funded by developers. For Basin A-1, the majority of remaining facility costs are for facilities that have yet to be constructed.

Remaining Drainage Basin A costs also include approximately \$60,000 of a fee program account deficit. RD 784 borrowed some administrative fees to help fund a portion of Basin A facilities and therefore the account currently maintains a negative balance. This borrowed amount is treated in the same manner as an outstanding reimbursement that will be funded through drainage fees.

Drainage Basin B Costs

Table 9 shows the remaining facility costs for Drainage Basin B. There are approximately \$13.0 million in remaining facility costs in Basin B. Approximately \$9.6 million are for facilities yet to be constructed, while outstanding fee credit and reimbursement obligation equal approximately \$3.4 million. Remaining facilities to be constructed include the following improvements:

- Upper Lateral 13 improvements.
- A portion of culvert improvements.
- Detention Basin 8 East (Subshed B6C East).
- Detention Basin 8 West (Subshed B6C West).
- Detention Basin 6 (Subshed B9A).
- Detention Basin 3 (Subshed B9B).
- Detention Basin 4 (Subshed B9C).
- Plumas Lake Pond (Subshed B10B)—Extra Storage.

Table 8
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A and Basin A-1 Improvement Costs (2011\$)

Basin A and Basin A-1

Item	Cost Allocation by Sub-Basin		
	Total	Basin A	Basin A-1
		[1]	[2]
Drainage Improvements			
1. Onsite Channel Improvements	\$331,038	\$0	\$331,038
2. Onsite Culvert Improvements	\$903,781	\$0	\$903,781
3. Pump Station No. 2	\$3,800,656	\$3,800,656	\$0
4. Clark Lateral O&M Road and Pump Access	\$635,758	\$635,758	\$0
5. Onsite Linear Detention Basin	\$2,656,423	\$0	\$2,656,423
6. Offsite Linear Detention Basin	\$172,986	\$172,986	\$0
Subtotal Improvements	\$8,500,642	\$4,609,401	\$3,891,241
Plus Additional Costs			
Nexus Study Updates	\$65,000	\$65,000	\$0
Pump Station No. 8 SCADA System	\$38,811	\$38,811	\$0
Agency Permits [3]	\$16,633	\$16,633	\$0
Subtotal Additional Costs	\$120,444	\$120,444	\$0
Subtotal	\$8,621,087	\$4,729,846	\$3,891,241
Plus Outstanding Credit and Reimbursement Obligations [4]			
Reimbursement	\$2,559,224	\$2,559,224	\$0
Fee Credits	\$1,987,954	\$1,614,158	\$373,795
Subtotal Outstanding Credit and Reimbursement Obligations	\$4,547,178	\$4,173,382	\$373,795
Less Fee Program Account Balance [5]	(\$59,189)	(\$59,189)	\$0
Total	\$13,227,453	\$8,962,417	\$4,265,036

"distr"

Source: MHM Incorporated and Matson and Isom.

[1] Basin A includes all development.

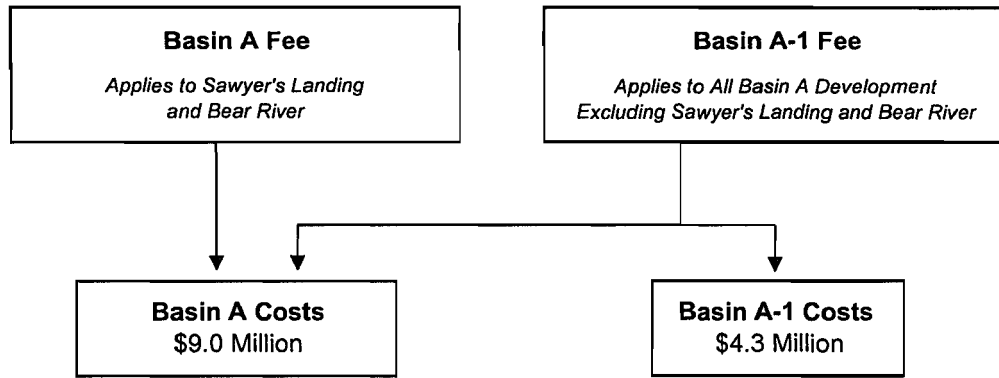
[2] Basin A-1 includes all development excluding Sawyer's Landing and Bear River.

[3] Includes Corps 404, Reclamation Board, Fish and Game 1602, Water Quality 401, etc.

[4] Outstanding reimbursements obligations for advance-funded capital improvements.

[5] Based on 2010 year end data. Negative account balance is added to remaining costs.

Figure 1
Reclamation District 784
Drainage Impact Fee Update
Summary of Costs in Drainage Basin A and A-1



"Fig1"

Table 9
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin B Improvement Costs (2011\$)

Basin B

Item	Costs
Drainage Basin B Improvements	
Upper Lateral 13 Improvements	\$1,139,548
Culvert Improvements	\$1,565,527
Pump Station No. 3	\$226,532
Detention Basin 8 East (Subshed B6C East)	\$859,693
Detention Basin 8 West (Subshed B6C West)	\$927,363
Detention Basin 6 (Subshed B9A)	\$595,611
Detention Basin 3 (Subshed B9B)	\$272,842
Detention Basin 4 (Subshed B9C)	\$965,924
Plumas Lake Pond (Subshed B10B) - Extra Storage	\$2,830,990
Subtotal Improvements	\$9,384,030
Plus Additional Costs	
Nexus Study Updates	\$65,000
Negative Declaration	\$47,738
Agency Permits (Corps 404, Reclamation Board, Fish and Game 1602, Water Quality 401, etc)	\$83,167
Subtotal Additional Costs	\$195,904
Subtotal Drainage Basin B	\$9,579,934
Plus Outstanding Credit and Reimbursement Obligations [1]	\$3,420,136
Less Fee Program Account Balance [2]	\$0
Total Drainage Basin B	\$13,000,071
<i>"cost_sum"</i>	

Source: MHM Incorporated and Matson and Isom

[1] Outstanding reimbursement obligations for advance-funded capital improvements.

[2] Based on 2010 year end data.

According to its records, RD 784 does not have any funds in the Drainage Basin B account at this time.

Drainage Basin C and Basin C-1 Costs

Basin C Costs

Table 10 shows the remaining facility costs for overall Drainage Basin C facilities. Facilities and costs for Drainage Basin C-1 are discussed separately below. There are approximately \$22.7 million in remaining facility costs in Basin C. Approximately \$19.0 million are for facilities yet to be constructed, while outstanding fee credit and reimbursement obligations equal approximately \$7.1 million. Remaining facilities to be constructed include the following improvements:

- Lateral 15 Improvements.
- Broadway Bridge Improvements.
- Regional Detention Basin at Ella Road (portion).
- Pump Station No. 10—Regional Pump Station.
- Upper Lateral 15/Bingham Canal Improvements (portion).

A portion of remaining Basin C fee obligations include the Regional Detention Basin Advance Funding Charge (AFC), which has been collected by RD 784. This AFC, which has been paid by all Basin C development to date, has been collected to help accelerate funding for the regional detention basin improvements (Pump Station No. 10 and the Regional Detention Basin). Because this amount was paid by developers above their baseline fee obligation, RD 784 has to track this cost as an outstanding reimbursement that is owed back to developers and landowners.

Because RD 784 has been collecting the AFC to fund the large Basin C regional improvements, the Basin C account presently has a balance of approximately \$3.4 million. This account balance is accounted for in the calculation of remaining Basin C costs.

Basin C Advance Funding Charge

In 2005, RD 784 implemented a Basin C AFC to ensure accelerated completion of the regional detention basin at Ella Road and Pump Station No. 10. The basis of the AFC was the 2005 cost of the two improvements allocated over 440 acres of medium-density residential development in Basin C. The AFC also included the 5-percent administration charge. The actual amount of advance funding paid by any developer equals the total AFC less the applicable Basin C fee. For example, if the AFC equaled \$35,000 per acre, and the Basin C fee was \$10,000 per acre, then the advance funding amount equaled \$25,000 per acre.

To date, Basin C development has paid the AFC, but not enough development has occurred to complete the two improvements. Consequently, RD 784 will continue to collect the AFC until the improvements for which it is being collected are complete. Although the costs of the basin and pump station have increased since 2005, RD 784 is updating the AFC only to keep pace with the inflation adjustment to the fee. Also, the AFC now reflects the fact that the total administration component equals 4 percent rather than 5 percent.

Table 10
Reclamation District 784
Drainage Impact Fee Update
Summary of Basin C Drainage Costs (2011\$)

Basin C

Item	Costs
Improvements	
Lateral 15 Improvements	\$2,862,371
Broadway Bridge Improvements	\$807,270
Pump Station No. 6 (some cost covered by TRLIA) [1]	\$144,155
Regional Detention Basin at Ella Road	\$6,219,533
Pump Station No. 10 - Regional Pump Station	\$7,465,972
Upper Lateral 15/Bingham Canal Improvements	\$1,369,476
Subtotal Improvements	\$18,868,778
Additional Costs	
Negative Declaration	\$27,722
Nexus Study Updates [4]	\$65,000
Agency Permits (Corps 404, Reclamation Board, Fish and Game 1602, Water Quality 401, etc)	\$49,900
Subtotal Additional Costs	\$142,622
Subtotal Basin C	\$19,011,400
Plus Outstanding Credit and Reimbursement Obligations	
Reimbursement	\$1,820,011
Fee Credits	\$1,517,643
Detention Basin and Pump Station Advance Funding Reimbursements	\$3,715,665
Subtotal Outstanding Credit and Reimbursement Obligations	\$7,053,319
Less Fee Program Account Balance [2]	(\$3,363,601)
Total Basin C	\$22,701,119

"cost_sum"

Source: MHM Incorporated.

[1] Costs shown here reflect RD 784's portion of costs only.

[2] Based on 2010 year end data.

Table 11 shows the updated AFC calculation stated in 2011 dollars. Beginning in 2012, the AFC will be automatically adjusted annually using the same adjustment factor used for the drainage fees. RD 784 will continue to track AFC payments to ensure that all advance funding payments are reimbursed back to the parties who have advance funded Basin C fees beyond the baseline Basin C amount.

Basin C-1 Costs

The most recent Drainage Basin C Master Plan included a new detention basin and outfall pipes that benefit only a subset of land uses in Basin C. This new area of benefit is referred to as Basin C-1 in this nexus study. The estimated detention basin and outfall pipe costs and related costs are approximately \$2.2 million.

The entire \$2.2 million in costs (**Table 12**) is included in this nexus study and used as the basis to calculate the Basin C-1 cost. The reason for this is that the only land uses that have already paid fees that benefit from this facility are related to the company that will be owed the outstanding reimbursement for the facility (i.e., Lennar). Using the total buildout cost number will ensure that the Basin C-1 fee component will fund the outstanding RD 784 obligation owed for the detention basin and outfall pipe(s). The Lennar property owner will likely enter into a fee credit and reimbursement agreement, thereby exempting their property from this fee, having already constructed the entire facility and dedicating it to RD 784.

Table 11
Reclamation District 784
Drainage Impact Fee Update
Basin C Advance Funding Charge (2011\$)

Item	Amount
2005 Cost	
Facilities Costs	\$13,808,982
Administrative Charge (4%)	\$552,359
Total Cost	\$14,361,341
Inflation [1]	
2005 CCI	7,563
2010 CCI	8,921
2005-2010 Inflation	18.0%
Inflated Costs	\$16,940,040
Medium Density Residential Acres	440
Advance Funding Charge per Acre	\$38,500

"advance"

Source: MHM Incorporated and ENR.

[1] Inflation is based on the 20-city average construction cost index for October from Engineering News Record (ENR).

Table 12
Reclamation District 784
Drainage Impact Fee Update
Summary of Basin C-1 Drainage Costs (2011\$)

Basin C-1

Item	Basin C-1 Permanent Facilities
Improvements	
Detention Basin and Outfall Pipes	\$2,115,442
Subtotal Improvements	\$2,115,442
Plus Nexus Study Costs	\$20,000
Plus Master Drainage Plan Amendment for Basin C	\$25,000
Negative Declaration	\$15,000
Total Basin C	\$2,175,442

"c-1 cost"

Source: Murray Smith and Associates and MHM Incorporated.

5. NEXUS STUDY METHODOLOGY

This chapter describes the nexus study methodology used in the Drainage Fee Program. The nexus study methodology describes how the costs were proportionally allocated to benefiting land uses.

Drainage Fee Update Methodology

The RD 784 drainage fee in each drainage basin has been calculated by allocating the remaining costs of drainage facility capital improvements and costs necessitated by new development to the land uses remaining to be developed in each drainage basin or sub-basin. This Drainage Fee Program update methodology was determined to fully fund the necessary drainage system improvements and related costs and results in the lowest cost to remaining development. Under this methodology, the drainage facilities and costs remaining to be incurred are allocated to the land uses remaining to be developed, based on the proportional benefit conferred to each land use category, as determined by impervious surface area use factors.

As described in **Chapter 4**, the only exception to this is that the entire buildout cost of Basin C-1 costs are used as the basis for determining the Basin C-1 fee above the baseline Basin C fee.

Cost Allocation and Fee Calculation Methodology

For each drainage basin and sub-basin, where applicable, the remaining costs were allocated to remaining land uses using the following steps:

1. Determine the remaining land uses that will benefit from the drainage facility improvements and related costs (discussed in **Chapter 3**).
2. Determine the infrastructure costs needed to serve remaining development (identified by MHM Incorporated, EPS, and RD 784 and discussed in **Chapter 4**).
3. Determine the remaining cost of infrastructure to be funded by the Drainage Fee Program after accounting for other funding sources, such as existing fee program account balances and outside funding sources (e.g., grants, other agency funding, etc., if applicable) (described in **Chapter 4**).
4. Determine the proportionate impact and the appropriate share of costs attributable to each land use type:
 - a. Apply the appropriate allocation factor to the anticipated land uses to determine the total number of Equivalent Dwelling Units (EDUs). Impervious surface area factors were used as the appropriate allocation factors. Existing RD 784 impervious surface area factors were retained for the Drainage Fee Program update (see **Tables 13** through **17**).
 - b. Determine the percentage of total EDUs by land use category (**Tables 13** through **17**).

- c. Multiply the percentage of EDUs by land use category by the remaining drainage facility cost (**Tables 13 through 17**).
 - d. Divide the allocated cost by land use type by the number of acres by land use type to determine the justifiable cost per acre for residential and nonresidential land use categories.
5. Add administrative costs to derive the maximum justifiable fee per acre of residential and nonresidential land. **Tables 1 through 3** in **Chapter 1** show the total cost plus administrative costs to derive the maximum justifiable fees.

Basin A-1 Fee

As shown in **Table 18**, the Basin A-1 fee equals the Basin A fee plus a fee only applicable to Basin A-1 land uses. The majority of development in Basin A will be subject to the Basin A-1 fee amount. All development in Basin A, with the exception of the BRSP and Sawyer's Landing projects will pay the Basin A-1 fee. BRSP and Sawyer's Landing land uses will pay the Basin A fee only.

Basin C-1 Fee

All land uses will be subject to the Basin C drainage fee and the Basin C AFC, as long as it is applicable. As shown in **Table 19**, a subset of land uses in Basin C-1 will pay the Basin C fee plus an incremental amount applicable only to Basin C-1 land uses.

Table 13
Reclamation District 784
Drainage Impact Fee Update
Cost Allocation - Drainage Basin A - All Development (2011\$)

Drainage Basin A
(All Development)

Land Use Category	Gross Developable Acres Remaining - Basin A	Runoff Factor by Land Use	Total Drainage Units	% of Total Drainage Units	Distribution of Cost	Cost per Gross Developable Acre
	[1]	[2]			[3]	[4]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Drainage Units</i>	<i>E = D * Total Cost</i>	<i>F = E / A</i>
Residential Land Uses						
Low Density Residential	0.0	0.40	0.0	0.0%	\$0	\$5,344
Medium Density Residential	1,121.1	0.50	560.5	83.6%	\$7,489,404	\$6,681
Medium/High Density Residential	0.0	0.60	0.0	0.0%	\$0	\$8,017
High Density Residential	11.5	0.65	7.4	1.1%	\$99,440	\$8,685
Subtotal Residential Land Uses	1,132.5		568.0	84.7%	\$7,588,843	
Nonresidential Land Uses						
Business Park	13.9	0.90	12.5	1.9%	\$166,906	\$12,025
Commercial	74.1	0.90	66.7	9.9%	\$891,049	\$12,025
Industrial	0.0	0.80	0.0	0.0%	\$0	\$10,689
Subtotal Nonresidential Land Uses	88.0		79.2	11.8%	\$1,057,955	
Public/Other Land Uses						
School	34.1	0.55	18.8	2.8%	\$250,631	\$7,349
Other	6.1	0.80	4.9	0.7%	\$64,988	\$10,689
Subtotal Public/Other Land Uses	40.2		23.6	3.5%	\$315,619	
Total All Land Uses	1,260.7		670.8	100.0%	\$8,962,417	

"Basin A_allocrem"

[1] See Table 4.

[2] Runoff factors by land use provided by MHM Incorporated.

[3] See Table 8 for cost distribution detail.

[4] Cost allocation per acre for Low Density Residential, Medium/ High Density Residential and Industrial land uses is estimated by using the ratios for runoff factors for Basin A.

Table 14
Reclamation District 784
Drainage Impact Fee Update
Cost Allocation - Drainage Basin A-1 - Development Excluding Sawyer's Landing and Bear River (2011\$)

Drainage Basin A-1
(Excl. Sawyer's Landing
and Bear River)

Land Use Category	Gross Developable Acres Remaining - Basin A-1	Runoff Factor by Land Use	Total Drainage Units	% of Total Drainage Units	Distribution of Cost	Cost per Gross Developable Acre
	[1]	[2]			[3]	[4]
Formula	A	B	C = A * B	D = C / Total Drainage Units	E = D * Total Cost	F = E / A
Residential Land Uses						
Low Density Residential	0.0	0.40	0.0	0.0%	\$0	\$4,198
Medium Density Residential	690.6	0.50	345.3	85.0%	\$3,623,750	\$5,247
MDR/ HDR	0.0	0.60	0.0	0.0%	\$0	\$6,297
High Density Residential	0.0	0.65	0.0	0.0%	\$0	\$6,822
Subtotal Residential Land Uses	690.6		345.3	85.0%	\$3,623,750	
Nonresidential Land Uses						
Business Park	0.0	0.90	0.0	0.0%	\$0	\$9,445
Commercial	55.0	0.90	49.5	12.2%	\$519,311	\$9,445
Industrial	0.0	0.80	0.0	0.0%	\$0	\$8,396
Subtotal Nonresidential Land Uses	55.0		49.5	12.2%	\$519,311	
Public/ Other Land Uses						
School	17.9	0.55	9.9	2.4%	\$103,588	\$5,772
Other	2.2	0.80	1.8	0.4%	\$18,387	\$8,396
Subtotal Public/ Other Land Uses	20.1		11.6	2.9%	\$121,975	
Total All Land Uses	765.7		406.4	100.0%	\$4,265,036	

"Basin A-1_Allocrem"

[1] See Table 4.

[2] Runoff factors by land use provided by MHM Incorporated.

[3] See Table 8 for cost distribution detail.

[4] Cost allocation per acre for Low Density Residential, Medium/ High Density Residential, High Density Residential, Business Park and Industrial land uses estimated using the ratios for runoff factors for Basin A.

Table 15
Reclamation District 784
Drainage Impact Fee Update
Cost Allocation (2011\$)

Basin B

Land Use Category	Gross Developable Acres Remaining	Runoff Factor by Land Use	Total Drainage Units	% of Total Drainage Units	Distribution of Cost	Cost per Gross Developable Acre
	[1]	[2]			[3]	[4]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Drainage Units</i>	<i>E = D * Total Cost</i>	<i>F = E / A</i>
Residential Land Uses						
Low Density Residential	195.0	0.40	78.0	12.0%	\$1,555,340	\$7,975
Medium Density Residential	677.8	0.50	338.9	52.0%	\$6,757,157	\$9,969
Medium/ High Density Residential	300.7	0.60	180.4	27.7%	\$3,597,143	\$11,963
High Density Residential	14.0	0.65	9.1	1.4%	\$181,049	\$12,960
Subtotal Residential Land Uses	1,187.5		606.4	93.0%	\$12,090,689	
Nonresidential Land Uses						
Business Park	6.5	0.90	5.8	0.9%	\$115,921	\$17,944
Commercial	2.4	0.90	2.1	0.3%	\$42,169	\$17,944
Industrial	0.0	0.80	0.0	0.0%	\$0	\$15,951
Subtotal Nonresidential Land Uses	8.8		7.9	1.2%	\$158,090	
Public/ Other Land Uses						
School	64.2	0.55	35.3	5.4%	\$704,237	\$10,966
Other	3.0	0.80	2.4	0.4%	\$47,054	\$15,951
Subtotal Public/ Other Land Uses	67.2		37.7	5.8%	\$751,292	
Total All Land Uses	1,263.5		652.0	100.0%	\$13,000,071	

"rem_alloc"

[1] See Table 5.

[2] Runoff factors by land use provided by MHM Incorporated.

[3] See Table 9 for cost detail.

[4] Cost allocation per acre for Industrial land uses estimated using the ratios for runoff factors for Basin B.

Table 16
Reclamation District 784
Drainage Impact Fee Update
Cost Allocation - Basin C (2011\$)

Basin C

Land Use Category	Gross Developable Acres Remaining	Runoff Factor by Land Use	Total Drainage Units	% of Total Drainage Units	Distribution of Cost	Cost per Gross Developable Acre
	[1]	[2]			[3]	[4]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Drainage Units</i>	<i>E = D * Total Cost</i>	<i>F = E / A</i>
Residential Land Uses						
Low Density Residential	10.0	0.40	4.0	0.6%	\$131,177	\$13,118
Medium Density Residential	651.0	0.50	325.5	47.0%	\$10,675,172	\$16,397
Medium/ High Density Residential	0.0	0.60	0.0	0.0%	\$0	\$19,676
High Density Residential	0.0	0.65	0.0	0.0%	\$0	\$21,316
Subtotal Residential Land Uses	661.0		329.5	47.6%	\$10,806,348	
Nonresidential Land Uses						
Business Park	81.8	0.90	73.6	10.6%	\$2,413,716	\$29,515
Commercial	109.4	0.90	98.5	14.2%	\$3,228,913	\$29,515
Industrial	238.3	0.80	190.6	27.5%	\$6,252,141	\$26,235
Subtotal Nonresidential Land Uses	429.5		362.7	52.4%	\$11,894,770	
Public/ Other Land Uses						
School	0.0	0.55	0.0	0.0%	\$0	\$18,037
Other	0.0	0.80	0.0	0.0%	\$0	\$26,235
Subtotal Public/ Other Land Uses	0.0		0.0	0.0%	\$0	
Total All Land Uses	1,090.5		692.2	100.0%	\$22,701,119	

"c_rem_alloc"

[1] See Table 6.

[2] Runoff factors by land use provided by MHM Incorporated.

[3] See Table 10 for cost detail.

[4] Cost allocation per acre for all land uses other than Medium Density Residential estimated using the ratios for

Table 17
Reclamation District 784
Drainage Impact Fee Update
Cost Allocation at Buildout - Basin C-1 Permanent Facilities (2011\$)

**Buildout - Basin C-1
Permanent Facilities**

Land Use Category	Gross Developable Acres At Buildout	Runoff Factor by Land Use	Total Drainage Units	% of Total Drainage Units	Distribution of Cost	Allocated Cost per Gross Developable Acre
	[1]	[2]			[3]	[4]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Drainage Units</i>	<i>E = D * Total Cost</i>	<i>F = E / A</i>
Residential Land Uses						
Low Density Residential	0.0	0.40	0.0	0.0%	\$0	\$6,952
Medium Density Residential	250.3	0.50	125.2	100.0%	\$2,175,442	\$8,690
Medium/ High Density Residential	0.0	0.60	0.0	0.0%	\$0	\$10,428
High Density Residential	0.0	0.65	0.0	0.0%	\$0	\$11,297
Subtotal Residential Land Uses	250.3		125.2	100.0%	\$2,175,442	
Nonresidential Land Uses						
Business Park	0.0	0.90	0.0	0.0%	\$0	\$15,642
Commercial	0.0	0.90	0.0	0.0%	\$0	\$15,642
Industrial	0.0	0.80	0.0	0.0%	\$0	\$13,904
Subtotal Nonresidential Land Uses	0.0		0.0	0.0%	\$0	
Public/ Other Land Uses						
School	0.0	0.55	0.0	0.0%	\$0	\$9,559
Other	0.0	0.80	0.0	0.0%	\$0	\$13,904
Subtotal Public/ Other Land Uses	0.0		0.0	0.0%	\$0	
Total All Land Uses	250.3		125.2	100.0%	\$2,175,442	

"c-1_det_alloc"

[1] See Table 6.

[2] Runoff factors by land use provided by MHM Incorporated.

[3] See Table 12 for cost detail.

[4] Cost allocation per acre for all land uses other than Medium Density Residential estimated using the ratios for runoff factors for Basin C.

Table 18
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A and Basin A-1 Cost Per Acre (2011\$)

Basin A

Land Use Category	Allocated Cost per Gross Developable Acre		
	Drainage Basin A	Drainage Basin A-1 Cost Increment	Total Drainage Basin A-1
			[1]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A + B</i>
Residential Land Uses			
Low Density Residential	\$5,344	\$4,198	\$9,542
Medium Density Residential	\$6,681	\$5,247	\$11,928
MDR/ HDR	\$8,017	\$6,297	\$14,314
High Density Residential	\$8,685	\$6,822	\$15,506
Nonresidential Land Uses			
Business Park	\$12,025	\$9,445	\$21,470
Commercial	\$12,025	\$9,445	\$21,470
Industrial	\$10,689	\$8,396	\$19,085
Public/ Other Land Uses			
School	\$7,349	\$5,772	\$13,121
Other	\$10,689	\$8,396	\$19,085

"rem_alloc"

[1] The drainage fee for all development excluding Sawyer's Landing and Bear River is based on the costs allocated to both Drainage Basin A and Drainage Basin A-1.

Table 19
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin C and Basin C-1 Cost Per Acre (2011\$)

Basin C

Land Use Category	Allocated Costs per Gross Developable Acre		
	Drainage Basin C	C-1 Cost [2]	Total
		Permanent Facilities	Drainage Basin C-1
	[1]	[3]	[4]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A + B</i>
Residential Land Uses			
Low Density Residential	\$13,118	\$6,952	\$20,070
Medium Density Residential	\$16,397	\$8,690	\$25,087
Medium/ High Density Residential	\$19,676	\$10,428	\$30,105
High Density Residential	\$21,316	\$11,297	\$32,614
Nonresidential Land Uses			
Business Park	\$29,515	\$15,642	\$45,157
Commercial	\$29,515	\$15,642	\$45,157
Industrial	\$26,235	\$13,904	\$40,140
Public/ Other Land Uses			
School	\$18,037	\$9,559	\$27,596
Other	\$26,235	\$13,904	\$40,140

"rem_alloc"

- [1] Drainage Basin C includes all development in Drainage Basin C and Drainage Basin C-1.
[2] Drainage Basin C-1 includes River Oaks North, River Oaks South, River Oaks East and Northpoint.
[3] Drainage Basin C-1 costs are calculated based on buildout costs over buildout development.
[4] Includes costs allocated to Drainage Basin C as well as additional costs allocated only to Drainage Basin C-1.

6. NEXUS FINDINGS

Authority

This report has been prepared to update the RD 784 Fee Program in accordance with the procedural guidelines established in AB1600, which is codified in California Government Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a "reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."¹ Specifically, each local agency imposing a fee must:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Summary of Nexus Findings

The development impact fee to be collected for each land use is calculated based on the proportionate share of the total facility use that each land use represents. With this approach, the following findings are made regarding the RD 784 drainage fees.

Purpose of Fee

The storm drainage fees developed through this nexus study would fund storm drainage improvements necessary to serve new residential and nonresidential development in each drainage basin based on RD 784's design standards for such facilities.

Use of Fees

The RD 784 drainage fee will be used to design and develop required improvements or expansions to storm drainage facilities to accommodate demands from new development in each RD 784 drainage basin.

¹ *Public Needs & Private Dollars*; (July 1993), William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

Relationship between Use of Fees and Type of Development

Development of new residential, office, commercial, and other land uses in each drainage basin will generate additional demand for storm drainage collection and conveyance capacity. Additional facilities will be required for RD 784 to maintain adequate level of service standards for new development in each drainage basin.

Relationship between Need for Facility and Type of Project

Each new residential and nonresidential development project will increase impervious surface area and thereby will add to the incremental need for storm drainage collection and conveyance capacity, and each new project will benefit from the new capacity in proportion to their estimated use for such facilities.

Relationship between Amount of Fees and Cost of Facility or Portion of Facility Attributed to Development on which Fee is Imposed

Construction of the storm drainage facilities will serve new development in each drainage basin. The cost of these improvements to be funded by new development are allocated to each benefiting land use using a cost allocation method (EDU) that measures the relative benefit for each land use. The costs were allocated using impervious surface area factors measured as storm drainage runoff coefficients per acre for residential and nonresidential development. The result is a maximum justifiable fee for each acre of new development that reflects the relative impact of a given land use type on the storm drainage system.

7. DRAINAGE FEE PROGRAM IMPLEMENTATION

The Drainage Fee Program presented in this report represents the maximum justifiable fee that can be collected from new development. The drainage fees are based on the best infrastructure improvement cost estimates, funding source information, administrative cost estimates, and land use information available at this time. As costs, land uses, and other fee program information changes over time, the Drainage Fee Program will be updated to account for these changes. For example, if RD 784 successfully obtains grant funding for one or more drainage facility items, the drainage fee (for the applicable basin) would need to be modified to reflect the grant funding offset.

The cost estimates presented in this report are in constant 2011 dollars. As described in more detail below, the Drainage Fee Program will include provisions for automatic annual adjustments for cost inflation.

After the fees presented in this report are established, RD 784 will conduct periodic reviews of infrastructure improvement costs and other assumptions used as the basis of this nexus study. Based on these reviews, RD 784 may make necessary adjustments to the Drainage Fee Program through subsequent fee program adjustments. Each of the fee program implementation policies and procedures identified in this nexus study shall become effective when the updated fees become effective. RD 784 will not apply any of the implementation policies and procedures on a retroactive basis.

Implementing Ordinances/Resolutions

To enact the updated fees, RD 784 will adopt one or more resolutions or ordinances establishing and authorizing collection of the updated fees. After that action, RD 784 will request that the County collect the drainage fees on behalf of the district.

To collect the fees, the County will also have to adopt one or more ordinances establishing and authorizing collection of the fees. The fees will be effective 60 days following the County's final action on the ordinance(s) authorizing the fees.

Timing of Drainage Fee Payment

The drainage impact fees will be collected from new development before the time when the impervious surface area created in a project is connected to the storm drainage system. This would typically occur before approval for improvement plans for infrastructure related to a development project; however, it could be as early as grading permit in some circumstances. Property owners and land developers are responsible for coordinating with RD 784 to ensure that drainage impact fees are paid when required, but in no case shall that payment occur later than before the issuance of a final map for a development or project.

Drainage Fee Program Payment Collection and Administration

The County will collect the drainage impact fees on behalf of RD 784 and will track amounts collected separately for each drainage basin. As the agency collecting the fee, the County will maintain records of fee amounts paid (e.g., fee-paying party, property, total fee, sub-basin fee component if applicable). The County will make such records available to RD 784 upon their request and will prepare at least annually a report of the funds on deposit for each basin, the sources of those funds, and any disbursements made during the year. Finally, the County shall not transfer or disburse any funds from the impact fee account(s) unless directed to do so by RD 784.

Before making payment to the County, any applicant who will be paying drainage impact fees shall obtain a written certificate from RD 784 quantifying the fees that shall be payable. The applicant will be required to deliver a copy of the RD 784 fee documentation paperwork to the County with payment of the impact fees. The County should not authorize receipt of any drainage impact fee payments unless presented with an accompanying RD 784 certificate. An example of this form is included as **Appendix D** to this document.

RD 784 will maintain records of all impact fee payments received by basin and sub-basin. In its role as fee program administrator, tasks required of RD 784 will include, but not be limited to, these:

- Coordinating with the County on fee payment amounts and fee program accounting.
- Preparing fee credit/reimbursement agreements for RD 784 Board and County consideration.
- Tracking all Drainage Fee Program payments and assignment of fee credits/reimbursements.
- Tracking cash reimbursements paid and payable to property owners or developers who are owed cash reimbursements.
- Monitoring fee program account balances and obligations of the Drainage Fee Program.

Drainage Fee Program Exemptions

Exemptions from the Fee

The drainage fee may be reduced under certain circumstances. Any exemptions or reductions in fees will be based on RD 784's independent analysis and review of the subject property. All determinations regarding the exemptions provided in this section shall be made by the RD 784 General Manager subject to appeal to the RD 784 Board. The following entities will be exempted from payment of the drainage fees.

Replacement/Reconstruction

1. Any replacement or reconstruction (no change in use) of any residential unit that is damaged or destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God shall be exempt from the drainage fee. However, if the residential unit(s) replaced or reconstructed exceeds the documented total number of units of the

damaged/destroyed residential structure, the excess units are subject to the drainage fee. If a residential structure has been vacant for more than 5 years, the exemption will not apply.

2. Any replacement or reconstruction (no change in use) of any nonresidential structure that is damaged or destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God shall be exempt from the drainage fee. However, if the building replaced or reconstructed exceeds the documented total floor area of the damaged/destroyed building, the equivalent land area related to the excess square footage may be subject to the drainage fee. If a structure has been vacant for more than 5 years, the exemption will not apply.

If a residential or nonresidential structure is replaced with an alternative land use, such as replacing an office building with a retail building, then RD 784 staff will determine whether any drainage fee adjustment to reflect the different EDU factors from the original to the new land uses would be warranted.

Additions/Alterations/Modifications/Temporary Facilities

1. Additions to single-family residential structures, provided no change in use occurs and a second full kitchen is not added.
2. Additions to multifamily residential structures that are not part of a mixed use-type project, provided no change in use occurs and no additional units result.
3. Supporting use square footage in multifamily projects, such as the office and recreation areas required to directly serve the multifamily project. The residential unit fee will provide the full mitigation required in multifamily projects.
4. Non-habitable residential structures, such as decks, pools, pool cabanas, sheds, garages, etc.
5. Mobile or manufactured homes with no permanent foundation.

Required Fees

Below are examples of instances in which the drainage fee may be required for land uses that potentially could be classified as exempt from the fees:

1. Any project listed as exempt but which nonetheless, in the opinion of RD 784, increases the demand on RD 784 facilities funded by the drainage fee in excess of that originally anticipated by RD 784. In such instances, RD 784 may prorate the amount of the fee based on the project's anticipated impact on the subject facility or facilities.
2. Illegal facilities and buildings, constructed before the adoption of the drainage fee, which consequently obtain a building permit to legitimize the facility or building, may be subject to the applicable fee.
3. Accessory residential structures that are converted to a separate residential dwelling unit may be subject to the drainage fee as long the primary residence remains on the property.
4. Temporary buildings that are authorized for more than 30 days in any calendar year may be subject to the fee when converted to permanent use.

5. The reconstruction of a building destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God, which has been vacant for more than 5 years.
6. That portion of the reconstruction of a building destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God, which is greater than the documented total number of units or square footage that was or would have been previously subject to the drainage fee.

Other Land Uses

The Drainage Fee Program identifies fees for the major land use categories identified by the Specific Plans, Area Plans, and other development approval records of the County. Specialized land uses may have unique EDU characteristics, and in these cases, RD 784 may require a project-specific analysis or will calculate the appropriate fee based on information derived from the existing RD 784 information. For specialized development projects, the RD 784 General Manager or his/her designee, in conjunction with the RD 784 Engineer, will review EDU factors applicable to the specialized development and will decide on an applicable fee, if necessary.

Drainage Fee Program Reimbursements and Credits

As is typical with development impact fee programs, many of the public infrastructure facilities are needed up-front, before adequate revenue from the fee collection would be available to fund such improvements. Consequently, some type of private funding may be necessary to pay for the public improvements when they are needed. This private financing may be in the form of land-secured bonds, developer equity, or other form of private financing. Based on RD 784 existing practice, there shall be no adjustment to the drainage fee based on the method by which a constructing party funds or constructs eligible project costs.

Reimbursement for Eligible Project Improvements

In cases where a private party (e.g., developer) has advance-funded an eligible Drainage Fee Program facility, the party will be due a reimbursement from the Drainage Fee Program, and such reimbursements would be in the form of fee credits or cash reimbursements.

Eligible Drainage Fee Program facilities are defined as follows:

- Project that is included within and conforms with an approved RD 784 Drainage Facility Master Plan.
- Project that has received prior approval from RD 784.
- Project must be in a condition acceptable to RD 784.
- Project developer must provide RD 784 with a set of "as built" construction drawings and documentation.

Reimbursements will be provided under the following conditions:

- Developer-installed improvements shall be considered for reimbursement. Only funds collected from the drainage fee in the applicable drainage basin shall be used to reimburse a developer who installed eligible infrastructure improvements identified in this report. Reimbursements are an obligation of the Drainage Fee Program and not an obligation of the RD 784 General Fund or other operating funds.
- All bidding and contracting for construction work shall be done according to RD 784 standards to allow for the project improvements to be eligible for fee credits and reimbursements.

The total amount of reimbursement for completed infrastructure will be based on the lesser of actual costs incurred for eligible hard and soft costs, based on a properly bid construction contract or scheduled costs included in this nexus study as adjusted by the automatic annual adjustment factor to present-year dollars. All hard and soft costs will be subject to verification by RD 784 and its Engineer.

All fee credits and reimbursements will be based on the costs in the year in which the construction of eligible infrastructure was completed and verified by RD 784. From that point forward, outstanding fee credits and cash reimbursements will be automatically adjusted annually by the same adjustment factor that is applied to the drainage fees. For example, work on an eligible drainage facility that is completed and verified in 2011 will be in 2011 dollars. If the drainage fee were automatically adjusted by 3 percent in July 2012 (example only), then the remaining amount of the outstanding fee credit/reimbursement in July 2012 will also be adjusted by the 3 percent.

While this procedure may or may not have been explicitly identified in past fee credit and reimbursement agreements, this procedure will be applied to all outstanding fee credit and reimbursement obligations of RD 784 beginning with the first automatic adjustment to the drainage fees in 2012.

Reimbursements shall be controlled by a fully executed fee program credit/reimbursement agreement in a form similar to existing agreements executed by RD 784. Depending on circumstances, Drainage Fee Program reimbursements may be in the form of fee credits or cash reimbursements as described in more detail below.

Fee Credits and Cash Reimbursements

Fee Credits

Credits against impact fees for constructing eligible facilities will be provided under the following conditions:

1. Developer-installed/acquired backbone infrastructure improvements will be considered for reimbursement. The drainage fees in separate basins will not be commingled to reimburse a developer. For example, only funds collected from the Basin A drainage fee will be used to reimburse a developer who installed a drainage facility improvement identified in Basin A. While accounts would not be commingled, inter-fund loans may occur.
2. The value of any developer-installed/acquired improvements for reimbursement/fee credit purposes will not exceed the total cost estimate (as adjusted for inflation) used to establish

the amount of the fee, or actual costs, whichever is lower. This policy can be applied to an entire drainage facility component rather than to individual line items that make up a total drainage facility component. This practice will permit balancing of "overs and unders" for individual line items, while adhering to the policy based on the entire cost of an eligible drainage facility component (e.g., detention basin or pump station). If actual costs exceed the costs used to establish the fees, then the fee credit and reimbursement could only include the higher actual costs, if the basis of the fees was updated to include the higher actual costs.

3. The use of accumulated impact fee revenues will be used in the following priority order: (1) critical projects,² (2) repayment of inter-fund loans, and (3) repayment of accrued reimbursement to private developers. A project is deemed to be a "critical project" when failure to complete the project prohibits further development from occurring.

The first priority for reimbursement of eligible costs identified in a fee credit and reimbursement agreement will be through the use of fee credits. From time to time, RD 784 may limit the amount of fee credits available for a given project to less than 100 percent. Such limitation will be based on the need by RD 784 to collect some drainage impact fee revenue to fund a critical project as defined in this document. To the extent that less than 100 percent credit would be available, then that developer(s) would obtain more cash reimbursement as compared to the case if 100 percent fee credit were granted.

Once all criteria have been met, fee credits may be taken against fees when payable; however, no later than before the final map. To obtain fee credits, developers must obtain an executed fee credit and reimbursement agreement.

Fee credits will be expressed as a dollar amount to be used to offset the drainage fee and may be used as a credit against fees for the property for which the fee credits were granted.

Cash Reimbursements

Cash reimbursements will be due to developers who have advance funded a facility (or facilities) in excess of their total Drainage Fee Program obligation. Cash reimbursements will repay a developer for the difference between the total reimbursement amount (i.e., total cost of eligible project) and that amount repaid through the use of fee credits. In these circumstances, developers would first obtain fee credits, up to a maximum of their fair share requirement for drainage facilities (subject to the potential limitations described above), and then await cash reimbursement from fee revenue collections from other fee payers.

To obtain reimbursements, developers would have had to enter into a fee credit and reimbursement agreement with RD 784. Cash reimbursements will be paid on a first-in/first-out basis based on the effective date of the credit/reimbursement agreement in any given calendar month. If two agreements have an effective date in the same calendar month, each will be

² Critical projects are those backbone drainage infrastructure projects as identified by RD 784 that are needed to increase storm drainage storage, conveyance, or other delivery capacity (i.e., pump stations), where the existing backbone facilities do not have the available capacity to supply development.

given equal priority for reimbursement. Cash reimbursements will be paid no less than semi-annually by RD 784. Outstanding cash reimbursement amounts subject to future payment will be increased annually by the same adjustment factor used to adjust the drainage fee. Cash reimbursement balances are not convertible to fee credits.

Drainage Fee Program Adjustments and Updates

The Drainage Fee Program is subject to automatic annual inflation adjustments, periodic updates, and a 5-year review. The purpose of each update is described in this section.

The proposed fee shall be adjusted annually in the same manner and at the same time that the County annually adjusts their Countywide Capital Facilities Fee program and other County-administered fee programs. Presently, the County annually adjusts their fee programs with the change to be effective in July of each calendar year (the first month of the County's fiscal year).

Drainage Fee Program Adjustments

Annually, the costs on which the drainage fee is based shall be adjusted using a construction cost index, such as the Engineering News Record Construction Cost Index (CCI). Concurrently, the drainage impact fees shall be adjusted using the same index.

Presently, the County adjusts its development impact fees using the average of the change in the San Francisco CCI and the change in the 20-city CCI as reported in the Engineering News Record for the 12-month period ending May of each calendar year. The cost and fee adjustment becomes effective in July of each calendar year.

In the event the County changes the index or period that the fees shall be automatically adjusted, the Drainage Fee Program would be subject to the County's changes. RD 784 would need to work with the County to ensure that any proposed changes would be acceptable to RD 784.

Drainage Fee Program Updates

The proposed RD 784 drainage fees are subject to periodic update based on changes in developable land, cost estimates, or other changes in the data on which the fee is based. During periodic updates, RD 784 will analyze these items:

- Changes in land uses.
- Changes in anticipated drainage facilities required.
- Changes in drainage facility costs greater than inflation.
- Changes in other funding sources (e.g., grant or other agency funding).
- Changes in the cost to update or administer the fee.

Any changes to the fees based on the periodic update will be presented to the RD 784 Board and the County for approval before an increase or decrease in the fee.

Five-Year Review

Fees will be collected from new development immediately, and RD 784 may use of these funds immediately; however, RD 784 may also need to wait until a sufficient fund balance can be accrued to use fees. According to Government Code Section 66000, RD 784 and the County are required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund, and every 5 years thereafter, RD 784 and the County (by collecting the fee) will be required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete plan area improvements.
- Designate the approximate dates on which the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

RD 784 and the County must refund the unexpended or uncommitted revenue portion of the fee for which a need could not be demonstrated in the above findings, unless the administrative costs exceed the amount of the refund.



APPENDICES:

- Appendix A: Basin A and Basin A-1 Drainage Facility Cost Estimates**
- Appendix B: Basin B Drainage Facility Cost Estimates**
- Appendix C: Basin C Drainage Facility Cost Estimates**
- Appendix D: RD 784 Drainage Impact Fee Certification (Example)**

APPENDIX A:
Basin A and Basin A-1
Drainage Facility Cost Estimates



Table A-1	Summary of Drainage Basin A Improvements (3 pages)	A-1
Table A-2	Calculation of Remaining Reimbursement— Basin A and Basin A-1	A-4

Table A-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A Improvements (2011\$)

Basin A

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Adjusted Costs (2011\$)	Less Completed Improvements (2011\$)	Adjusted Costs (2011\$)
				15%	15%		10.9%		
1. Onsite Channel Improvements:									
Clearing and Grubbing	26.5 AC	\$1,000.00	\$26,500	\$3,975	\$3,975	\$34,450	\$38,201		
Channel Excavation	215,000 CY	\$2.75	\$591,250	\$88,688	\$88,688	\$768,625	\$852,319		
Hydroseeding	570,000 SF	\$0.06	\$34,200	\$5,130	\$5,130	\$44,460	\$49,301		
Maintenance Path (12" AB on Fabric)	150,000 SF	\$1.50	\$225,000	\$33,750	\$33,750	\$292,500	\$324,350		
Land Acquisition (within SPA)	26.5 AC	\$40,000.00	\$1,060,000	N/A	\$159,000	\$1,219,000	\$1,351,734		
Subtotal			\$1,936,950	\$131,543	\$290,543	\$2,369,036	\$2,616,904	(\$2,284,867)	\$331,038
2. Onsite Culvert Improvements:									
Double 5' x 3' Reinforced Concrete Box Culverts	263 LF	\$450.00	\$118,350	\$17,753	\$17,753	\$153,855	\$170,608		
Quad 5' x 3' Reinforced Concrete Box Culverts	130 LF	\$900.00	\$117,000	\$17,550	\$17,550	\$152,100	\$168,662		
Triple 66" Dia Pipe Culverts	140 LF	\$475.00	\$66,500	\$9,975	\$9,975	\$86,450	\$95,863		
60" Siphon	400 LF	\$200.00	\$80,000	\$12,000	\$12,000	\$104,000	\$115,324		
Inlet / Outlet Weir Structures	2 EA	\$30,000.00	\$60,000	\$9,000	\$9,000	\$78,000	\$86,493		
Concrete Headwalls	10 EA	\$50,000.00	\$500,000	\$75,000	\$75,000	\$650,000	\$720,777		
Subtotal			\$941,850	\$141,278	\$141,278	\$1,224,406	\$1,387,727	(\$463,947)	\$903,781
3. Pump Station No. 2:									
Mobilization/Demobilization	1 LS	130000	\$130,000	\$19,500	\$19,500	\$169,000	\$187,402		
Pump Station Modifications	1 LS	32000	\$32,000	\$4,800	\$4,800	\$41,600	\$46,130		
Motor Control Center, Electrical, and SCADA Upgrades	1 LS	310000	\$310,000	\$46,500	\$46,500	\$403,000	\$446,882		
Backup Generator	1 LS	265000	\$265,000	\$39,750	\$39,750	\$344,500	\$382,012		
Pump and Motor Assembly	2 EA	175000	\$350,000	\$52,500	\$52,500	\$455,000	\$504,544		
Gate Valves, Check Valves, Air Release, Etc	1 LS	280000	\$280,000	\$42,000	\$42,000	\$364,000	\$403,635		
Motor Control Center Structure	1 LS	110000	\$110,000	\$16,500	\$16,500	\$143,000	\$158,571		
Backup Generator Center Block Wall Structure	1 LS	93500	\$93,500	\$14,025	\$14,025	\$121,550	\$134,785		
Upstream Trash Rack Structure	1 LS	200000	\$200,000	\$30,000	\$30,000	\$260,000	\$288,311		
Outfall Structure Modifications	1 LS	15000	\$15,000	\$2,250	\$2,250	\$19,500	\$21,623		
Miscellaneous Improvements	1 LS	12000	\$12,000	\$1,800	\$1,800	\$15,600	\$17,299		
Dewatering	1 LS	6000	\$6,000	\$900	\$900	\$7,800	\$8,649		
Upgrade Pumps to Variable Speed	1 LS	1850000	\$1,850,000	\$277,500	\$277,500	\$2,405,000	\$2,666,874		
Pump Discharge Pipe Crossing Levee	800 LF	520	\$416,000	\$62,400	\$62,400	\$540,800	\$599,686		
Subtotal			\$4,069,600	\$610,426	\$610,426	\$6,290,360	\$6,866,403	(\$2,066,747)	\$3,800,656
4. Clark Lateral O&M Road and Pump Access:									
Clearing and Grubbing	12 AC	1800	\$21,600	\$3,240	\$3,240	\$28,080	\$31,138		
Maintenance Path (12" AB on Fabric)	85,000 SF	2.25	\$191,250	\$28,688	\$28,688	\$248,625	\$275,697		
Land Acquisition (within existing ditch area)	8.5 AC	12000	\$102,000	N/A	\$15,300	\$117,300	\$130,073		
Land Acquisition (adjacent to ditch for road)	6 AC	25000	\$150,000	N/A	\$22,500	\$172,500	\$191,283		
Hydroseeding	35,000 SF	0.15	\$5,250	\$788	\$788	\$6,825	\$7,568		
Subtotal			\$470,100	\$32,716	\$70,516	\$673,330	\$636,768	\$0	\$636,768

A-1

Table A-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A Improvements (2011\$)

Basin A

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Adjusted Costs (2011\$)	Less Completed Improvements (2011\$)	Adjusted Costs (2011\$)
				15%	15%		10.9%		
5. Onsite Linear Detention Basin:									
Clearing and Grubbing	63.5 AC	1000	\$63,500	\$9,525	\$9,525	\$82,550	\$91,539		
Channel Excavation	772,960 CY	2.75	\$2,125,640	\$318,846	\$318,846	\$2,763,332	\$3,064,224		
Hydroseeding	666,000 SF	0.06	\$39,960	\$5,994	\$5,994	\$51,948	\$57,604		
Double 66" Dia Pipe Culverts	150 LF	350	\$52,500	\$7,875	\$7,875	\$68,250	\$75,682		
Concrete Headwalls	4 EA	50000	\$200,000	\$30,000	\$30,000	\$260,000	\$288,311		
Maintenance Path (12" AB on Fabric)	129,000 SF	1.5	\$193,500	\$29,025	\$29,025	\$251,550	\$278,941		
72" Culvert Crossing Upgrade	1 LS	200000	\$200,000	\$30,000	\$30,000	\$260,000	\$288,311		
Land Acquisition (within SPA)	63.5 AC	40000	\$2,540,000	N/A	\$381,000	\$2,921,000	\$3,239,060		
Subtotal			\$5,415,100	\$431,265	\$812,265	\$6,658,630	\$7,383,672	(\$4,727,249)	\$2,666,423
6. Offsite Linear Detention Basin:									
Clearing and Grubbing	37.5 AC	1000	\$37,500	\$5,625	\$5,625	\$48,750	\$54,058		
Erosion Control	1 LS	20000	\$20,000	\$3,000	\$3,000	\$26,000	\$28,831		
Channel Excavation	312,660 CY	2.75	\$859,815	\$128,972	\$128,972	\$1,117,760	\$1,239,470		
Lake Excavation (Below Elev 25.0)	36,500 CY	3	\$109,500	\$16,425	\$16,425	\$142,350	\$157,850		
Maintenance Road Berm (Compacted Fill)	38,170 CY	2.7	\$103,059	\$15,459	\$15,459	\$133,977	\$148,565		
Stockpile Excess Material	301,500 CY	0.5	\$150,750	\$22,613	\$22,613	\$195,975	\$217,314		
12" Irrigation Pipe	407 LF	70	\$28,490	\$4,274	\$4,274	\$37,037	\$41,070		
12" Irrigation Valve	2 EA	3500	\$7,000	\$1,050	\$1,050	\$9,100	\$10,091		
18" PVC SDR 35 Drain Pipe	2 EA	7500	\$15,000	\$2,250	\$2,250	\$19,500	\$21,623		
18" Pipe Discharge Structure	2 EA	1000	\$2,000	\$300	\$300	\$2,600	\$2,883		
30" HDPE Drain Pipe	50 LF	110	\$5,500	\$825	\$825	\$7,150	\$7,929		
30" Flared End Section	1 EA	500	\$500	\$75	\$75	\$650	\$721		
36" RCP CI-3 Drain Pipe	50 LF	220	\$11,000	\$1,650	\$1,650	\$14,300	\$15,857		
60" RCP CI-3 Drain Pipe	15 LF	300	\$4,500	\$675	\$675	\$5,850	\$6,487		
60" HDPE Drain Pipe	85 LF	300	\$25,500	\$3,825	\$3,825	\$33,150	\$36,760		
72" RCP CI-3 Drain Pipe	200 LF	500	\$100,000	\$15,000	\$15,000	\$130,000	\$144,155		
36" Outfall/Outlet Structure w/Rack	3 EA	40000	\$120,000	\$18,000	\$18,000	\$156,000	\$172,986		
60" Outfall/Outlet Structure w/Rack	1 EA	25000	\$25,000	\$3,750	\$3,750	\$32,500	\$36,039		
72" Outfall/Outlet Structure w/Rack	4 EA	65000	\$260,000	\$39,000	\$39,000	\$338,000	\$374,804		
Anchor Post	12 EA	750	\$9,000	\$1,350	\$1,350	\$11,700	\$12,974		
Saddle Structure	1 EA	60000	\$60,000	\$9,000	\$9,000	\$78,000	\$86,493		
Outfall Structure	1 EA	125000	\$125,000	\$18,750	\$18,750	\$162,500	\$180,194		
Utility Pole Relocation	5 EA	5000	\$25,000	\$3,750	\$3,750	\$32,500	\$36,039		
Rock Rip Rap Erosion Protection	100 SF	5	\$500	\$75	\$75	\$650	\$721		
Hydroseeding	454,000 SF	0.06	\$27,240	\$4,086	\$4,086	\$35,412	\$39,268		
Maintenance Path (12" AB on Fabric)	187,830 SF	0.8	\$150,264	\$22,540	\$22,540	\$195,343	\$216,614		
Land Acquisition - Land within Plumas Lake SP	27.6 AC	40000	\$1,104,400	N/A	\$165,660	\$1,270,060	\$1,408,354		
Land Acquisition - Land outside of Plumas Lake SP	13.6 AC	12000	\$163,200	N/A	\$24,480	\$187,680	\$208,116		
Subtotal			\$3,649,718	\$342,318	\$532,468	\$4,424,493	\$4,906,265	(\$4,733,279)	\$172,986

A-2

Table A-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin A Improvements (2011\$)

Basin A

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Adjusted Costs (2011\$)	Less Completed Improvements (2011\$)	Adjusted Costs (2011\$)
TOTAL ALL IMPROVEMENTS			\$16,383,218	15% \$1,689,543	15% \$2,467,483	\$20,630,243	10.9% \$22,765,730	(\$14,265,088)	\$8,500,642
Additional Costs									
Master Drainage Plan Costs						\$0	\$0	\$0	\$0
Master Drainage Plan Amendment for Basin A						\$70,000	\$77,622	(\$77,622)	\$0
LOMR Study and Update Modeling						\$85,000	\$94,255	(\$94,255)	\$0
Negative Declaration						\$0	\$0	\$0	\$0
SCADA Upgrades						\$50,000	\$55,444	(\$55,444)	\$0
Nexus Study Updates [1]						\$58,617	\$65,000	\$0	\$65,000
Pump Station No. 8 SCADA System						\$35,000	\$38,811	\$0	\$38,811
Agency Permits (Corps 404, Reclamation Board, Fish and Game 1602, Water Quality 401, etc)						\$15,000	\$16,633	\$0	\$16,633
Subtotal						\$313,617	\$347,766	(\$227,322)	\$120,444
TOTAL OVERALL IMPROVEMENTS & ADDITIONAL COSTS						\$20,843,861	\$23,113,497	(\$14,492,410)	\$8,621,087

"cip"

Source: MHM Incorporated.

[1] Reflects costs of current update and one future update.

Table A-2
Reclamation District 784
Drainage Impact Fee Update
Calculation of Remaining Reimbursement - Basin A and A-1 (2011\$)

Basin A

Entity	#	Improvement Description	Basin A		Basin A-1	
			Total	Remaining	Total	Remaining
			Dedicated Amount	Reimbursement	Dedicated Amount	Reimbursement
Outstanding Reimbursements						
Reclamation District No. 784	3	Pump Station No. 2 - Borrowed from Administration	\$0	\$49,917	-	-
Riverside Meadows	6	Offsite Detention Pond	\$1,975,832	\$1,254,654	-	-
Cresleigh Homes	6	Offsite Detention Pond	\$1,975,832	\$1,254,654	-	-
Subtotal Reimbursements			\$3,951,665	\$2,559,224	-	-
Fee Credit Amounts						
Rio Del Oro Farms #2	1	Rio Del Oro 1A thru 15	-	-	\$373,795	\$373,795
Riverside Meadows	6	Offsite Detention Pond	\$721,179	\$721,179	-	-
Cresleigh Homes	6	Offsite Detention Pond	\$721,179	\$721,179	-	-
Danna & Danna	6	Offsite Detention Pond	\$171,801	\$171,801	-	-
Subtotal Fee Credits			\$1,614,158	\$1,614,158	\$373,795	\$373,795
Total			\$5,565,823	\$4,173,382	\$373,795	\$373,795

"reimb"

Source: MHM Engineering.

APPENDIX B:

Basin B Drainage Facility Cost Estimates



Table B-1	Summary of Drainage Basin B Improvements (4 pages)	B-1
Table B-2	Calculation of Remaining Reimbursement—Basin B.....	B-5

Table B-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin B Improvements (2011\$)

Basin B

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Total (2011\$)	Less Completed Improvements (2007\$)	Less Completed Improvements (2011\$)	Remaining Improvement Costs (2011\$)
				15%	15%		10.9%			
1. Upper Lateral 13 Improvements										
Clearing and Grubbing	4 AC	1500	\$6,000	\$900	\$900	\$7,800	\$8,649	\$0	\$0	\$8,649
Channel Excavation	25000 CY	12	\$300,000	\$45,000	\$45,000	\$390,000	\$432,466	\$0	\$0	\$432,466
Erosion Control Measures	3 AC	2500	\$7,500	\$1,125	\$1,125	\$9,750	\$10,812	\$0	\$0	\$10,812
Maintenance Path (12" AB on Fabric)	32000 SF	1.5	\$48,000	\$7,200	\$7,200	\$62,400	\$69,195	\$0	\$0	\$69,195
48 Inch Bore and Jack (under Spur) (Pond Outfall)	300 LF	850	\$255,000	\$38,250	\$38,250	\$331,500	\$367,596	\$0	\$0	\$367,596
48 Inch Storm Drainage Pipe	800 SF	170	\$136,000	\$20,400	\$20,400	\$176,800	\$196,051	\$0	\$0	\$196,051
Manhole Structure	2 EA	6500	\$13,000	\$1,950	\$1,950	\$16,900	\$18,740	\$0	\$0	\$18,740
Outfall Structure	1 LS	25000	\$25,000	\$3,750	\$3,750	\$32,500	\$36,039	\$0	\$0	\$36,039
Subtotal			\$790,500	\$118,575	\$118,575	\$1,027,650	\$1,139,548	\$0	\$0	\$1,139,548
2. Culvert Improvements										
Mobilization and Demobilization	12 LS	8500	\$102,000	\$15,300	\$15,300	\$132,600	\$147,038	\$0	\$0	\$147,038
Double 60" CMP Culverts (4 crossings)	320 LF	800	\$256,000	\$38,400	\$38,400	\$332,800	\$369,038	\$0	\$0	\$369,038
Double 66" CMP Culverts (3 crossings)	240 LF	950	\$228,000	\$34,200	\$34,200	\$296,400	\$328,674	\$0	\$0	\$328,674
Double 72" CMP Culverts (5 crossings)	400 LF	1250	\$500,000	\$75,000	\$75,000	\$650,000	\$720,777	\$0	\$0	\$720,777
8' x 6' Box Culvert	50 LF	432	\$21,600	\$3,240	\$3,240	\$28,080	\$31,138	(\$28,080)	(\$31,138)	\$0
Concrete Headwalls	24 EA	50000	\$1,200,000	\$180,000	\$180,000	\$1,560,000	\$1,729,865	(\$1,560,000)	(\$1,729,865)	\$0
Subtotal			\$2,307,600	\$346,140	\$346,140	\$2,999,880	\$3,326,629	(\$1,588,080)	(\$1,761,002)	\$1,566,627
3. Pump Station No. 3										
Pump Station Structure Complete	1 LS	1900000	\$1,900,000	\$285,000	\$285,000	\$2,470,000	\$2,738,952	(\$2,470,000)	(\$2,738,952)	\$0
Motor Control Center, Electrical, and SCADA	1 LS	550000	\$550,000	\$82,500	\$82,500	\$715,000	\$792,855	(\$715,000)	(\$792,855)	\$0
Backup Generator	1 LS	172000	\$172,000	\$25,800	\$25,800	\$223,600	\$247,947	(\$223,600)	(\$247,947)	\$0
Pump and Motor Assembly	4 EA	135000	\$540,000	\$81,000	\$81,000	\$702,000	\$778,439	(\$702,000)	(\$778,439)	\$0
Gate Valves, Check Valves, Air Release, Etc	1 LS	445000	\$445,000	\$66,750	\$66,750	\$578,500	\$641,491	(\$578,500)	(\$641,491)	\$0
Motor Control Center Structure	1 LS	65000	\$65,000	\$9,750	\$9,750	\$84,500	\$93,701	(\$84,500)	(\$93,701)	\$0
Backup Generator Center Block Wall Structure	1 LS	35000	\$35,000	\$5,250	\$5,250	\$45,500	\$50,454	(\$45,500)	(\$50,454)	\$0
Upstream Trash Rack Structure	1 LS	85000	\$85,000	\$12,750	\$12,750	\$110,500	\$122,532	\$0	\$0	\$122,532
Outfall Structure Complete	1 LS	175000	\$175,000	\$26,250	\$26,250	\$227,500	\$252,272	(\$227,500)	(\$252,272)	\$0
Miscellaneous Gravity Pipe Improvements	1 LS	70000	\$70,000	\$10,500	\$10,500	\$91,000	\$100,909	(\$91,000)	(\$100,909)	\$0
Pump Discharge Pipe Crossing Levee	3940 LF	390	\$1,536,600	\$230,490	\$230,490	\$1,997,580	\$2,215,092	(\$1,997,580)	(\$2,215,092)	\$0
Security Structure for Electric Motors	1 LS	72144	\$72,144	\$10,822	\$10,822	\$93,788	\$104,000	\$0	\$0	\$104,000
Subtotal			\$5,646,744	\$846,862	\$846,862	\$7,339,468	\$8,138,644	(\$7,136,180)	(\$7,912,112)	\$226,632
4. Elia Pond Expansion (Subshed B3A, B3B, and B6A)										
Clearing and Grubbing	19.1 AC	1000	\$19,100	\$2,865	\$2,865	\$24,830	\$27,534	(\$24,830)	(\$27,534)	\$0
Pond Excavation	625000 CY	2.75	\$1,718,750	\$257,813	\$257,813	\$2,234,375	\$2,477,671	(\$2,234,375)	(\$2,477,671)	\$0
Erosion Control Measures	19.1 AC	2500	\$47,750	\$7,163	\$7,163	\$62,075	\$68,834	(\$62,075)	(\$68,834)	\$0
Inlet and Outlet Facilities	1 LS	30000	\$30,000	\$4,500	\$4,500	\$39,000	\$43,247	(\$39,000)	(\$43,247)	\$0
Maintenance Path (12" AB on Fabric)	45000 SF	1.5	\$67,500	\$10,125	\$10,125	\$87,750	\$97,305	(\$87,750)	(\$97,305)	\$0
Elia Road Frontage Improvement (curb, gutter, sidewalk, landscaping, storm, etc)	700 LF	400	\$280,000	\$42,000	\$42,000	\$364,000	\$403,635	(\$364,000)	(\$403,635)	\$0
Land Acquisition	19.1 AC	40000	\$764,000	N/A	\$114,600	\$878,600	\$974,269	(\$878,600)	(\$974,269)	\$0
Subtotal			\$2,927,100	\$324,466	\$439,066	\$3,690,630	\$4,092,494	(\$3,690,630)	(\$4,092,494)	\$0

Table B-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin B Improvements (2011\$)

Basin B

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Total (2011\$)	Less Completed Improvements (2007\$)	Less Completed Improvements (2011\$)	Remaining Improvement Costs (2011\$)
				15%	15%		10.0%			
7. Detention Basin (Subshed B6A) - Portion Part of Ella										
Clearing and Grubbing	3.5 AC	1000	\$3,500	\$525	\$525	\$4,550	\$5,045	(\$4,550)	(\$5,045)	\$0
Pond Excavation	40000 CY	2.75	\$110,000	\$16,500	\$16,500	\$143,000	\$158,571	(\$143,000)	(\$158,571)	\$0
Erosion Control Measures	5 AC	2500	\$12,500	\$1,875	\$1,875	\$16,250	\$18,019	(\$16,250)	(\$18,019)	\$0
Inlet and Outlet Facilities	1 LS	30000	\$30,000	\$4,500	\$4,500	\$39,000	\$43,247	(\$39,000)	(\$43,247)	\$0
Maintenance Path (12" AB on Fabric)	15000 SF	1.5	\$22,500	\$3,375	\$3,375	\$29,250	\$32,435	(\$29,250)	(\$32,435)	\$0
Land Acquisition	3.5 AC	40000	\$140,000	N/A	\$21,000	\$161,000	\$178,531	(\$161,000)	(\$178,531)	\$0
Subtotal			\$318,500	\$26,775	\$47,775	\$393,050	\$436,848	(\$393,050)	(\$436,848)	\$0
8. Detention Basin Wheeler South (Subshed B6B)										
Clearing and Grubbing	11.76 AC	1000	\$11,760	\$1,764	\$1,764	\$15,288	\$16,953	(\$15,288)	(\$16,953)	\$0
Pond Excavation	137100 CY	1.8	\$246,780	\$37,017	\$37,017	\$320,814	\$355,747	(\$320,814)	(\$355,747)	\$0
Erosion Control Measures	3 AC	875	\$2625	\$394	\$394	\$3,413	\$3,784	(\$3,413)	(\$3,784)	\$0
Inlet and Outlet Facilities	1 LS	30000	\$30,000	\$4,500	\$4,500	\$39,000	\$43,247	(\$39,000)	(\$43,247)	\$0
Maintenance Path (12" AB on Fabric) (not part of \$10,000/ac interim fee when pro	0 SF	1.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land Acquisition (project completed when fee was only \$10,000/ac and land value	11.76 AC	12500	\$147,000	N/A	\$22,050	\$169,050	\$187,457	(\$169,050)	(\$187,457)	\$0
Subtotal			\$438,165	\$43,676	\$66,725	\$547,566	\$607,187	(\$547,566)	(\$607,187)	\$0
9. Detention Basin 8 East (Subshed B6C East)										
Clearing and Grubbing	5.5 AC	1000	\$5,500	\$825	\$825	\$7,150	\$7,929	\$0	\$0	\$7,929
Pond Excavation	105000 CY	2.75	\$288,750	\$43,313	\$43,313	\$375,375	\$416,249	\$0	\$0	\$416,249
Erosion Control Measures	5.5 AC	2500	\$13,750	\$2,063	\$2,063	\$17,875	\$19,821	\$0	\$0	\$19,821
Inlet and Outlet Facilities	1 LS	30000	\$30,000	\$4,500	\$4,500	\$39,000	\$43,247	\$0	\$0	\$43,247
Maintenance Path (12" AB on Fabric)	42500 SF	1.5	\$63,750	\$9,563	\$9,563	\$82,875	\$91,899	\$0	\$0	\$91,899
Land Acquisition	5.5 AC	40000	\$220,000	N/A	\$33,000	\$253,000	\$280,549	\$0	\$0	\$280,549
Subtotal			\$621,750	\$60,263	\$93,263	\$775,276	\$869,693	\$0	\$0	\$869,693
10. Detention Basin 8 West (Subshed B6C West)										
Clearing and Grubbing	6 AC	1000	\$6,000	\$900	\$900	\$7,800	\$8,649	\$0	\$0	\$8,649
Pond Excavation	115000 CY	2.75	\$316,250	\$47,438	\$47,438	\$411,125	\$455,891	\$0	\$0	\$455,891
Erosion Control Measures	6 AC	2500	\$15,000	\$2,250	\$2,250	\$19,500	\$21,623	\$0	\$0	\$21,623
Inlet and Outlet Facilities	1 LS	30000	\$30,000	\$4,500	\$4,500	\$39,000	\$43,247	\$0	\$0	\$43,247
Maintenance Path (12" AB on Fabric)	42500 SF	1.5	\$63,750	\$9,563	\$9,563	\$82,875	\$91,899	\$0	\$0	\$91,899
Land Acquisition	6 AC	40000	\$240,000	N/A	\$36,000	\$276,000	\$306,053	\$0	\$0	\$306,053
Subtotal			\$671,000	\$64,650	\$100,650	\$836,300	\$927,363	\$0	\$0	\$927,363

Table B-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin B Improvements (2011\$)

Basin B

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Total (2011\$)	Less Completed Improvements (2007\$)	Less Completed Improvements (2011\$)	Remaining Improvement Costs (2011\$)
				15%	15%		10.9%			
11. Detention Basin 6 (Subshed B9A)										
Clearing and Grubbing	5 AC	1000	\$5,000	\$750	\$750	\$6,500	\$7,208	\$0	\$0	\$7,208
Channel Excavation	55000 CY	2.75	\$151,250	\$22,688	\$22,688	\$196,625	\$218,035	\$0	\$0	\$218,035
Erosion Control Measures	5 AC	2500	\$12,500	\$1,875	\$1,875	\$16,250	\$18,019	\$0	\$0	\$18,019
Inlet and Outlet Facilities	1 LS	30000	\$30,000	\$4,500	\$4,500	\$39,000	\$43,247	\$0	\$0	\$43,247
Maintenance Path (12" AB on Fabric)	25000 SF	1.5	\$37,500	\$5,625	\$5,625	\$48,750	\$54,058	\$0	\$0	\$54,058
Land Acquisition	5 AC	40000	\$200,000	N/A	\$30,000	\$230,000	\$255,044	\$0	\$0	\$255,044
Subtotal			\$436,250	\$36,438	\$65,438	\$537,125	\$695,611	\$0	\$0	\$695,611
12. Detention Basin 3 (Subshed B9B)										
Clearing and Grubbing	2 AC	1000	\$2,000	\$300	\$300	\$2,600	\$2,883	\$0	\$0	\$2,883
Channel Excavation	25000 CY	2.75	\$68,750	\$10,313	\$10,313	\$89,375	\$99,107	\$0	\$0	\$99,107
Erosion Control Measures	2 AC	2500	\$5,000	\$750	\$750	\$6,500	\$7,208	\$0	\$0	\$7,208
Inlet and Outlet Facilities	1 LS	30000	\$30,000	\$4,500	\$4,500	\$39,000	\$43,247	\$0	\$0	\$43,247
Maintenance Path (12" AB on Fabric)	8500 SF	1.5	\$12,750	\$1,913	\$1,913	\$16,575	\$18,380	\$0	\$0	\$18,380
Land Acquisition	2 AC	40000	\$80,000	N/A	\$12,000	\$92,000	\$102,018	\$0	\$0	\$102,018
Subtotal			\$198,500	\$17,775	\$29,776	\$246,050	\$272,842	\$0	\$0	\$272,842
13. Detention Basin 4 (Subshed B9C)										
Clearing and Grubbing	6 AC	1000	\$6,000	\$900	\$900	\$7,800	\$8,649	\$0	\$0	\$8,649
Channel Excavation	105000 CY	2.75	\$288,750	\$43,313	\$43,313	\$375,375	\$416,249	\$0	\$0	\$416,249
Erosion Control Measures	6 AC	2500	\$15,000	\$2,250	\$2,250	\$19,500	\$21,623	\$0	\$0	\$21,623
Inlet and Outlet Facilities	1 LS	85000	\$85,000	\$12,750	\$12,750	\$110,500	\$122,532	\$0	\$0	\$122,532
Maintenance Path (12" AB on Fabric)	42000 SF	1.5	\$63,000	\$9,450	\$9,450	\$81,900	\$90,818	\$0	\$0	\$90,818
Land Acquisition	6 AC	40000	\$240,000	N/A	\$36,000	\$276,000	\$306,053	\$0	\$0	\$306,053
Subtotal			\$697,750	\$68,663	\$104,663	\$871,076	\$966,924	\$0	\$0	\$966,924
14. Plumas Lake Pond (Subshed B10B) - Extra Storage										
Clearing and Grubbing	100 AC	1000	\$100,000	\$15,000	\$15,000	\$130,000	\$144,155	\$0	\$0	\$144,155
Channel Excavation	450000 CY	2.75	\$1,237,500	\$185,625	\$185,625	\$1,608,750	\$1,783,923	\$0	\$0	\$1,783,923
Erosion Control Measures	45 AC	2500	\$112,500	\$16,875	\$16,875	\$146,250	\$162,175	\$0	\$0	\$162,175
Inlet and Outlet Facilities	1 LS	85000	\$85,000	\$12,750	\$12,750	\$110,500	\$122,532	\$0	\$0	\$122,532
Maintenance Path (12" AB on Fabric)	50000 SF	1.5	\$75,000	\$11,250	\$11,250	\$97,500	\$108,117	\$0	\$0	\$108,117
Land Acquisition	10 AC	40000	\$400,000	N/A	\$60,000	\$460,000	\$510,088	\$0	\$0	\$510,088
Land Acquisition (Storage within existing flood plain)	0 AC	12000	\$0	N/A	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal			\$2,010,000	\$241,600	\$301,600	\$2,553,000	\$2,830,990	\$0	\$0	\$2,830,990

Table B-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin B Improvements (2011\$)

Basin B

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency (2007\$)	Total (2007\$)	Total (2011\$)	Less Completed Improvements (2007\$)	Less Completed Improvements (2011\$)	Remaining Improvement Costs (2011\$)
				15%	15%		10.0%			
TOTAL ALL IMPROVEMENTS			\$13,049,369	\$1,766,764	\$1,967,404	\$21,817,067	\$24,192,673	(\$13,364,606)	(\$14,808,643)	\$9,384,030
Additional Costs										
Master Drainage Plan Costs						\$231,272	\$256,455	(\$231,272)	(\$256,455)	\$0
Master Drainage Plan Amendment for Basin B						\$70,000	\$77,622	(\$70,000)	(\$77,622)	\$0
LOMR Study and Update Modeling						\$85,000	\$94,255	(\$85,000)	(\$94,255)	\$0
Nexus Study Updates [1]						\$58,617	\$65,000	\$0	\$0	\$65,000
Negative Declaration						\$43,050	\$47,738	\$0	\$0	\$47,738
Agency Permits (Corps 404, Reclamation Board, Fish and Game 1602, Water Quality 401, etc)						\$75,000	\$83,167	\$0	\$0	\$83,167
Subtotal Additional Costs						\$662,939	\$624,236	(\$386,272)	(\$428,332)	\$196,904
TOTAL OVERALL IMPROVEMENTS & ADDITIONAL COSTS						\$22,380,006	\$24,816,910	(\$13,740,777)	(\$16,236,976)	\$9,679,934

Source: MHM Incorporated.

"c/p"

[1] Includes the cost of this update and one future update.

Table B-2
Reclamation District 784
Drainage Impact Fee Update
Calculation of Remaining Reimbursement - Basin B (2011\$)

Basin B

Entity	Improvement		Original Reimbursement	Remaining Reimbursement
	#	Description		
Outstanding Reimbursements				
TRLIA	3	Pump Station No. 3	\$1,118,680	\$191,680
Foothill Partners et al	4	Ella Pond Expansion (subshed B3a, B3b & B6a)	\$2,966,771	\$2,506,771
Reclamation District 784	7 & 8	Culvert Improvements & Det. Basin (Subshed B6b)	\$1,205,501	\$632,511
Reclamation District 784	n/a	12/07 Loan from Administration - Pump Station No.3	\$89,173	\$89,173
Subtotal Reimbursements			\$5,380,126	\$3,420,136
Fee Credit Amounts			\$0	\$0
Total			\$5,380,126	\$3,420,136

"reimb"

Source: MHM Engineering.

APPENDIX C:

Basin C Drainage Facility Cost Estimates



Table C-1	Summary of Drainage Basin C Improvements (2 pages)	C-1
Table C-2	Calculation of Remaining Reimbursement—Basin C.....	C-3

Table C-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin C Improvements (2011\$)

Basin C

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency %	General District Contingency (2007\$)	Total (2007\$)	Total (2011\$)	Less Completed Improvements (2011\$)	Remaining Costs (2011\$)
				15%				10.0%		
1 Lateral 16 Improvements										
Clearing and Grubbing	10 AC	\$1,000	\$10,000	\$1,500	15%	\$1,500	\$13,000	\$14,416	\$0	\$14,416
Channel Excavation	75000 CY	\$16.00	\$1,200,000	\$180,000	15%	\$180,000	\$1,560,000	\$1,729,865	\$0	\$1,729,865
Hydroseeding	300000 SF	\$0.12	\$36,000	\$5,400	15%	\$5,400	\$46,800	\$51,896	\$0	\$51,896
Maintenance Path (12" AB on Fabric)	210000 SF	\$1.50	\$315,000	\$47,250	15%	\$47,250	\$409,500	\$454,089	\$0	\$454,089
Land Acquisition	12 AC	\$40,000	\$480,000	N/A	15%	\$72,000	\$552,000	\$612,106	\$0	\$612,106
Subtotal			\$2,041,000	\$234,150		\$306,150	\$2,681,300	\$2,862,371	\$0	\$2,862,371
2 Broadway Bridge Improvements										
Mobilization and Traffic Control	1 LS	\$45,000	\$45,000	\$6,750	15%	\$6,750	\$58,500	\$64,870	\$0	\$64,870
Miscellaneous Road Improvements (i.e. asphalt concrete, aggregate base, metal beam gu	1 LS	\$65,000	\$65,000	\$9,750	15%	\$9,750	\$84,500	\$93,701	\$0	\$93,701
Bridge Improvements	1 LS	\$450,000	\$450,000	\$67,500	15%	\$67,500	\$585,000	\$648,699	\$0	\$648,699
Subtotal			\$660,000	\$84,000		\$84,000	\$728,000	\$807,270	\$0	\$807,270
3 Pump Station No. 6 (some cost covered by TRLIA) [1]										
Mobilization and Demobilization (25% local cost)	0.25 LS	\$75,000	\$18,750	\$2,813	15%	\$2,813	\$24,375	\$27,029	(\$27,029)	\$0
Pump Station Structure Complete (50% local cost)	0.5 LS	\$1,324,000	\$662,000	\$99,300	15%	\$99,300	\$860,600	\$954,309	(\$954,309)	\$0
Motor Control Center, Electrical, and SCADA (50% local)	0.5 LS	\$187,500	\$93,750	\$14,063	15%	\$14,063	\$107,813	\$118,438	(\$118,438)	\$0
Backup Generator (100% local cost)	1 LS	\$60,000	\$60,000	\$9,000	15%	\$9,000	\$78,000	\$86,493	(\$86,493)	\$0
Pump and Motor Assembly (50% local)	0.5 LS	\$420,000	\$210,000	\$31,500	15%	\$31,500	\$273,000	\$302,726	(\$302,726)	\$0
Gate Valves, Check Valves, Air Release, Etc (50% local)	0.5 LS	\$356,000	\$178,000	\$26,700	15%	\$26,700	\$231,400	\$256,597	(\$256,597)	\$0
Gate Structure Complete (0% local cost)	0 LS	\$0.00	\$0	\$0	15%	\$0	\$0	\$0	\$0	\$0
Outfall Channel Sediment Removal (100% local cost)	1 LS	\$45,000	\$45,000	\$6,750	15%	\$6,750	\$58,500	\$64,870	(\$64,870)	\$0
Gravity Pipe Improvements (0% local cost)	0 LS	\$0.00	\$0	\$0	15%	\$0	\$0	\$0	\$0	\$0
Outfall Structure Complete (0% local cost)	0 LS	\$0.00	\$0	\$0	15%	\$0	\$0	\$0	\$0	\$0
Motor Control Center Structure (100% Local)	1 LS	\$65,000	\$65,000	\$9,750	15%	\$9,750	\$84,500	\$93,701	\$0	\$93,701
Backup Generator Center Block Wall Structure (100% Local)	1 LS	\$35,000	\$35,000	\$5,250	15%	\$5,250	\$45,500	\$50,454	\$0	\$50,454
Pump Discharge Pipe Crossing Levee (50% local)	0.5 LS	\$600,000	\$300,000	\$45,000	15%	\$0	\$345,000	\$382,566	(\$382,566)	\$0
Subtotal			\$1,761,250	\$264,188		\$219,188	\$2,244,626	\$2,489,037	(\$2,344,881)	\$144,156
4 Regional Detention Basin at Ella Road										
Clearing and Grubbing (Alt No. 1 Pond)	31.16 AC	\$1,000	\$31,160	\$3,739	15%	\$4,674	\$39,573	\$43,882	(\$43,882)	\$0
Clearing and Grubbing (Future)	24.55 AC	\$1,000	\$24,550	\$2,946	15%	\$3,683	\$31,179	\$34,573	\$0	\$34,573
Excavation (Alt No. 1 Pond)	695000 CY	\$2.75	\$1,911,250	\$229,350	15%	\$286,688	\$2,427,288	\$2,691,589	(\$2,691,589)	\$0
Excavation (Future)	599000 CY	\$2.75	\$1,647,250	\$197,870	15%	\$247,088	\$2,092,008	\$2,319,801	\$0	\$2,319,801
Compacted Embankment - Berm (Alt No. 1 Pond)	23100 CY	\$2.75	\$63,525	\$7,623	15%	\$9,529	\$80,677	\$89,461	(\$89,461)	\$0
Erosion Control Measures (Alt No. 1 Pond)	31.16 AC	\$1,500	\$46,740	\$5,609	15%	\$7,011	\$59,360	\$65,823	(\$65,823)	\$0
Erosion Control Measures (Future)	24.55 AC	\$2,500	\$61,375	\$7,365	15%	\$9,206	\$77,946	\$86,434	\$0	\$86,434
6x10 Reinforced Box Culvert (total of 4)	0 LF	\$0	\$0	\$0	15%	\$0	\$0	\$0	\$0	\$0
72 Inch Bore and Jack (under UPRR) (Pond Outfall)	716 LF	\$750	\$537,000	\$84,440	15%	\$80,550	\$681,990	\$756,250	\$0	\$756,250
60 Inch Inlet Structure	2 LS	\$5,000	\$10,000	\$1,200	15%	\$1,500	\$12,700	\$14,083	\$0	\$14,083
60 Inch Outlet Structure	2 LS	\$5,000	\$10,000	\$1,200	15%	\$1,500	\$12,700	\$14,083	\$0	\$14,083
Concrete Energy Dissipating Spillway (concrete)	1 LS	\$475,650	\$475,650	\$57,078	15%	\$71,348	\$604,076	\$669,852	\$0	\$669,852
72 Inch Storm Drainage Pipe (Pond Outfall)	1190 LF	\$180	\$214,200	\$25,704	15%	\$32,130	\$272,034	\$301,655	\$0	\$301,655
72 Inch Bore and Jack (under UPRR) (Pond Outfall)	200 LF	\$750	\$150,000	\$18,000	15%	\$22,500	\$190,500	\$211,243	\$0	\$211,243
Concrete Headwalls	0 EA	\$30,000	\$0	\$0	15%	\$0	\$0	\$0	\$0	\$0
Maintenance Path (12" AB on Fabric) (Alt No. 1)	70000 SF	\$1.50	\$105,000	\$12,600	15%	\$15,750	\$133,350	\$147,870	(\$147,870)	\$0
Miscellaneous Improvements (i.e. chain link fence, gate, minor grading) (Alt No. 1)	1 LS	\$90,000	\$90,000	\$10,800	15%	\$13,500	\$114,300	\$126,746	(\$126,746)	\$0
Maintenance Path (12" AB on Fabric) (Future)	49183 SF	\$1.50	\$73,775	\$8,853	15%	\$11,066	\$93,694	\$103,896	\$0	\$103,896
Miscellaneous Improvements (i.e. chain link fence, gate, minor grading) (Future)	1 LS	\$77,700	\$77,700	\$9,324	15%	\$11,655	\$98,679	\$109,424	\$0	\$109,424
Ella Road Frontage Improvement (curb, gutter, sidewalk, landscaping, storm, etc)	600 LF	\$400	\$240,000	\$36,000	15%	\$36,000	\$312,000	\$345,973	\$0	\$345,973
Land Acquisition (Alt No. 1 Pond)	31.16 AC	\$40,000	\$1,248,400	\$0	15%	\$189,960	\$1,433,360	\$1,589,435	(\$1,589,435)	\$0
Land Acquisition (Future)	24.55 AC	\$40,000	\$982,000	\$0	15%	\$147,300	\$1,129,300	\$1,252,267	\$0	\$1,252,267
Subtotal			\$7,997,676	\$699,601		\$1,199,636	\$9,896,912	\$10,974,340	(\$4,764,807)	\$6,219,533

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Table C-1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Basin C Improvements (2011\$)

Basin C

Improvements	Quantity	Unit Cost (2007\$)	Subtotal (2007\$)	Engineering, Inspection, Construction Management (2007\$)	General District Contingency %	General District Contingency (2007\$)	Total (2007\$)	Total (2011\$)	Less Completed Improvements (2011\$)	Remaining Costs (2011\$)
				15%				10.0%		
5 Pump Station No. 10 - Regional Pump Station										
Regional Pump Station	1 Lump Sum	\$2,641,850	\$2,641,850	\$396,278	15%	\$396,278	\$3,434,405	\$3,808,369	\$0	\$3,808,369
Forcemain (Pump Station to Feather River Blvd.)	1 Lump Sum	\$854,700	\$854,700	\$128,205	15%	\$128,205	\$1,111,110	\$1,232,096	\$0	\$1,232,096
Forcemain (Feather River Blvd. to Levee Crossing)	1 Lump Sum	\$777,800	\$777,800	\$116,670	15%	\$116,670	\$1,011,140	\$1,121,241	\$0	\$1,121,241
Forcemain (Levee Crossing)	1 Lump Sum	\$364,600	\$166,487	\$24,973	15%	\$24,973	\$216,433	\$240,000	(\$240,000)	\$0
Outfall Pipe/Open Ditch (Levee Crossing to Old River Channel) [2]	1 Lump Sum	\$925,072	\$925,072	\$112,361	15%	\$138,761	\$1,176,194	\$1,304,267	\$0	\$1,304,267
Subtotal			\$6,366,909	\$778,486		\$804,886	\$6,949,282	\$7,706,972	(\$240,000)	\$7,466,972
6 Upper Lateral 16/Bingham Canal Improvements										
Arboga Road Box Culvert	1 LS	\$104,000	\$104,000	\$15,600	15%	\$15,600	\$135,200	\$149,922	(\$149,922)	\$0
South Gledhill Road Box Culvert [3]	1 LS	\$58,876	\$58,876	\$4,477	15%	\$8,831	\$72,185	\$80,045	(\$80,045)	\$0
Alicia Road Box Culvert [3]	1 LS	\$63,371	\$63,371	\$4,753	15%	\$9,506	\$77,629	\$86,082	(\$86,082)	\$0
Chestnut Road Crossing	1 LS	\$150,000	\$150,000	\$22,500	15%	\$22,500	\$195,000	\$216,233	\$0	\$216,233
Union Pacific Railroad Crossing	1 LS	\$300,000	\$300,000	\$45,000	15%	\$45,000	\$390,000	\$432,466	\$0	\$432,466
Feather River Boulevard Crossing	1 LS	\$300,000	\$300,000	\$45,000	15%	\$45,000	\$390,000	\$432,466	\$0	\$432,466
Grand Avenue Crossing	1 EA	\$200,000	\$200,000	\$30,000	15%	\$30,000	\$260,000	\$288,311	\$0	\$288,311
Subtotal			\$1,176,247	\$167,330		\$176,437	\$1,620,014	\$1,686,626	(\$316,049)	\$1,369,476
TOTAL ALL IMPROVEMENTS			\$18,901,981	\$2,227,666		\$2,790,297	\$23,919,933	\$26,624,616	(\$7,666,737)	\$18,868,778
Additional Costs										
RD 784 Master Drainage Plan Costs (1/3 of total)							\$231,272	\$256,455	(\$256,455)	\$0
Master Drainage Plan Amendment for Basin C							\$70,000	\$77,622	(\$77,622)	\$0
LOMR Study and Update Modeling							\$95,000	\$105,344	(\$105,344)	\$0
Negative Declaration							\$25,000	\$27,722	\$0	\$27,722
Nexus Study Updates [4]							\$58,617	\$65,000	\$0	\$65,000
Agency Permits (Corps 404, Reclamation Board, Fish and Game 1602, Water Quality 401, etc)							\$45,000	\$49,900	\$0	\$49,900
Subtotal							\$624,889	\$682,043	(\$439,421)	\$142,622
TOTAL OVERALL IMPROVEMENTS & ADDITIONAL COSTS							\$24,444,822	\$27,106,668	(\$8,095,158)	\$19,011,400

"cslp"

[1] Costs shown here reflect RD 784's portion of costs only.

[2] The erosion control seeding and right of way easement are not subject to the Engineering, Inspection, and Construction Management contingency.

[3] Engineering, Inspection and Construction Management contingency amounts set at amounts identified in reimbursement agreement for the subject improvement.

[4] Includes the cost of this update and one future update.

Source: MHM Incorporated.

Table C-2
Reclamation District 784
Drainage Impact Fee Update
Calculation of Remaining Reimbursement - Basin C (2011\$)

Basin C

Entity	Improvement		Total Dedicated Amount	Remaining Reimbursement
	#	Description		
Outstanding Reimbursements				
TRLIA	3	Pump Station No. 6	\$1,768,125	\$1,583,125
Meritage Homes		Channel Improvements (not completed) [1]	\$51,602	\$0
Lennar Communities	3	Pump Station No. 6	\$69,000	\$69,000
TRLIA	3	Pump Station No. 10	\$407,824	\$167,824
Ryland Homes	4	Regional Detention Basin at Ella Road	\$3,758,743	\$62
Subtotal Reimbursements			\$6,055,294	\$1,820,011
Fee Credit Amounts				
Meritage Homes		Channel Improvements (not completed) [1]	\$0	\$0
Ryland Homes	4	Regional Detention Basin at Ella Road	\$1,517,643	\$1,517,643
Subtotal Fee Credit Amounts			\$1,517,643	\$1,517,643
Total			\$7,572,937	\$3,337,654

"reimb"

Source: MHM Engineering.

[1] Agreement is in place, but the improvements are not completed. This analysis shows the remaining reimbursement as zero.

APPENDIX D:

RD 784 Drainage Impact Fee Certification (Example)



RD 784

Drainage Impact Fee Certification (Example)

Date: _____

Project Applicant: _____

Entity Fees Paid on Behalf of (if different from above):

Project Name: _____

Project Phase (if applicable): _____

Drainage Basin: _____

Drainage Fee Calculation

Total

➤ Project Acreage	_____	_____	_____	_____
➤ Land Use (e.g. LDR, MDR)	_____	_____	_____	_____
➤ Drainage Fee per Acre	_____	_____	_____	_____
➤ Total Drainage Fee Due	_____	_____	_____	_____
➤ Less Fee Credits	_____	_____	_____	_____
➤ Net Drainage Fee After Credits	_____	_____	_____	_____

RD 784 USE ONLY

Date Received: _____

Fee Estimate Valid Through: _____

Fee Certificate Prepared by: _____

District Engineer Certification: _____



*CONSENT
AGENDA*

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The County of Yuba

Department of Administrative Services

Doug McCoy, Director



232-13

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

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

June 18, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, ^{De}Administrative Services Director

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENT
FOR CORPORATE HANGAR LEASE SITE NO. 11, HANGAR #1, BETWEEN COUNTY OF
YUBA AND MICHAEL RADTKE

Recommendation:

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

Background:

The attached is a new ground lease with Michael Radtke. The lease rate of \$.04 cents per square foot is consistent with similar leases and will generate \$844 annually in airport revenue.

Discussion:

The location of the hangar ground lease site is shown on the attached layout as Exhibit A to the lease. The ground lease site accommodates a privately-owned 1,760 sf aircraft hangar.

Committee Action:

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

Fiscal Impact:

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

Attachment

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AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this 18th day of June, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and MICHAEL RADTKE, hereinafter called "Lessee."

WITNESSETH

WHEREAS, Lessor owns and operates the public airport facilities situated in the County of Yuba, California, hereinafter referred to as "Airport"; and

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

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

WHEREAS, Lessor hereby finds that the terms and conditions as set forth herein below are beneficial and necessary, to promote the welfare and convenience of the public using the Airport.

NOW, THEREFORE, IT IS HEREBY AGREED:

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

Yuba County Airport Terminal Area
Master Lease Map
Site Number 11 Hangar #1
(1,760 square feet)

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

2. TERM: The term of this Lease shall be five (5) years commencing on the 1st day of March, 2013. Lessee shall have the first right to negotiate to obtain a new lease for the premises upon expiration of the five-year term. The terms of any new lease, or extension of this lease, and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of \$.04 cents per square foot of building area per month or One Hundred Twenty Dollars (\$120.00), payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

B. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or Two Hundred Forty Dollars (\$240.00).

4. OTHER CHARGES AND FEES:

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

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

6. LEASEHOLD IMPROVEMENTS:

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 44 ft x 40 ft; building to be painted a color approved by Lessor. The exterior of said building to be compatible with the existing structures.

B. The demised premises and the building constructed thereon shall be used exclusively for the storage of aircraft owned, leased or hired by Lessee and for no other purpose.

C. In the event that Lessee shall fail or refuse to construct said hangar or complete said hangar in a timely manner, the Lessor shall have the right to demand a final date of completion. The Lessee shall make every attempt to construct the hangar within the first year of the lease.

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

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

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

G. Lessee, at its own expense, shall procure all necessary permits for any construction of facilities, and all work and installations shall be made in accordance with all applicable laws, ordinances, and rules and regulations of any governmental body having jurisdiction of such matters. Lessee shall save Lessor harmless from any loss or damage by reason of any mechanics lien or encumbrance of any kind or nature.

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

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may at its option remove and dispose of all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of

rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

7. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

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

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

8. OPERATIONS: Lessee's approved operation at Airport is pursuant to the provisions of Part 135 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Aircraft operated may be owned by Lessee or others. Lessee shall at all times and at its own cost and expense have all its owned or operated commercial aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Lessee in connection with its aircraft.

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

9. USE OF COMMON AREAS:

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

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

10. USE OF PREMISES: Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease and Use Permit, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done

in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation of any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be a nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease and Use Permit upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

11. **SIGNS:** During the term of this Lease, Lessee shall have the right, at Lessee's expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the Airport Manager and in conformance with any overall directional graphics or sign program established by Lessor. Notwithstanding any other provision of this Lease, said signs(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of this Lease.

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

A. The terms of the attached Exhibit C, "Insurance Provisions," are made a part of this Lease and are incorporated herein by reference.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Lessee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

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

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

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

14. MAINTENANCE AND REPAIR:

Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

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

16. UTILITIES: Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

17. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease, and the Lessor shall not unreasonably withhold his consent to assignment. Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the approval of the Airport Manager, but sublessees will be required to pay appropriate use and fees or charges as established from time-to-time by the County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessees.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor

may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and such assignment, transfer, or sublease shall be void.

18. DEFAULT: In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

19. BANKRUPTCY: In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

20. FIRE DAMAGE: It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises be destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

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

22. ATTORNEY'S FEES: In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of

the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

23. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

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

24. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County At:

Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

To Lessee At:

386 27th Avenue
San Francisco, CA 94121

Copy to:

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

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

LESSEE

By: 
Michael Radtke

COUNTY OF YUBA

By: _____
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors

REVIEW OF INSURANCE:


Risk Manager

APPROVED AS TO FORM:


County Counsel

EXHIBIT A

EXHIBIT B

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment C – Insurance Provisions

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

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The County of Yuba

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



JUNE 4, 2013 - MINUTES

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

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Stocker
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All present.

County Counsel Angil Morris-Jones requested the matter of Scott vs. Yuba County et al be added to Closed Session Item IX C as the need to take action arose subsequent to the agenda being posted.

MOTION: Move to approve adding to closed session

MOVED: John Nicoletti SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve

MOVED: John Nicoletti

SECOND: Roger Abe

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

NOES: None ABSENT: None ABSTAIN: None

A. Auditor-Controller

- 1. Adopt resolution to determine the appropriations for Special Districts under the County. (216-13) Adopted Resolution No. 2013-57, which is on file in Yuba County Resolution Book No. 44 entitled: "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA TO DETERMINE THE APPROPRIATIONS FOR SPECIAL DISTRICTS UNDER THE COUNTY."

B. Board of Supervisors

- 1. Approve amendment to employment agreement and contract term for County Administrator Robert Bendorf and authorize Chair to execute. (217-13) Approved.

2. Appoint Dr. Michael G. Kinnison Interim Public Health Officer effective June 8, 2013. (230-13) Health and Human Services Director Suzanne Nobles recapped the interim appointment of a public health officer during the recruitment process for a permanent health officer.

Approved.

C. Clerk of the Board of Supervisors

1. Approve minutes of the regular meetings of May 14 and 21, 2013. (218-13) Approved as written.

D. Community Development and Services

1. Receive Notice of Final Map under review and pending approval by County Surveyor identified as Tract Map No. 2007-0009, Montrose at Edgewater Unit 3 for Woodside 05N, LP, APN 019-650-004. (219-13) Approved.
2. Award contract to Drake Haglan and Associates for Waldo Road Bridge Replacement project and authorize Chair to execute. (220-13) Approved.
3. Approve Amendment No. 1 with Dokken Engineering for Feather River Boulevard/State Route 70 Interchange project and authorize Chair to execute. (221-13) Approved.
4. Approve contract change order in the amount of \$36,317.35, for the Rupert Avenue widening project and authorize Public Works Director to execute. (222-13) Approved.
5. Approve membership and joint powers agreements with National Joint Powers Alliance for procurement of various goods and services and authorize Chair to execute. (223-13) Approved.

E. County Administrator

1. Authorize Budget Transfer in the amount of \$650 from Account No. 101-1702-411-29-00 (Travel) to Account No. 101-1702-411-28-00 (Special Department Expense) for 2013/2014 annual fee for Loopnet search engine. (224-13) Approved.

F. Probation

1. Adopt resolution authorizing application and entering into agreements with the California Emergency Management Agency and First Five Yuba for grants relating to the delivery of victim and program services and authorizing Chief Probation Officer to execute any and all documents necessary. (225-13) Adopted Resolution No. 2013-58 which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE COUNTY PROBATION DEPARTMENT TO APPLY FOR AND ENTER INTO AGREEMENTS WITH THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY AND FIRST FIVE YUBA FOR GRANTS RELATING TO THE DELIVERY OF VICTIM AND PROGRAM SERVICES."

G. Sheriff-Coroner

1. Approve agreement with U.S. Department of Justice, Drug Enforcement Administration to provide law enforcement services relating to the eradication and suppression of illicit marijuana and authorize Chair to execute. (226-13) Approved.

IV. PUBLIC COMMUNICATIONS: None.

V. COUNTY DEPARTMENTS

A. County Administrator

1. Approve agreement with the City of Wheatland for repayment of Property Tax Administration fees and authorize Chair to execute. (Ten minute estimate) (227-13) County Administrator Robert Bendorf recapped the methodology for collection of the administration fees which was determined by the Courts inaccurate and the agreement to repay to the City the amount owed by the County. Mr. Bendorf responded to inquiries.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

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

- A. Public Hearing - Hold public hearing and adopt resolution increasing the number of members on the Wheatland Cemetery District Board from three to a five members pursuant to Health and Safety Code §9025. (Ten minute estimate) (228-13) County Counsel recapped the request from the Cemetery District to expand the number of Board Trustees.

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

MOTION: Move to close public hearing and adopt resolution

MOVED: Roger Abe SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2013-59, which is on file in Yuba County Resolution Book No. 44, entitled: "A RESOLUTION INCREASING THE NUMBER OF MEMBERS ON THE WHEATLAND CEMETERY DISTRICT BOARD FROM THREE MEMBERS TO FIVE MEMBER BOARD OF TRUSTEES PURSUANT TO HEALTH AND SAFETY CODE §9025."

VII. CORRESPONDENCE - (229-13)

- A. Letter from Grand Jury County Committee Chairman Don Femling regarding the upkeep, maintenance, and budget allocations of the Yuba County Airport. Received.
- B. Letter from Brophy Farming Community regarding Joshua House Men's Center. The following neighbors spoke regarding issues at the men's center:
- Mr. Lou Klep – provided letter
 - Ms. Kathy Barnell
 - Ms. Marcie Baker
 - Ms. Janessa Baker
 - Mr. Russ Rohletter
 - Mr. Jerry White – provided pictures

Chairman Vasquez indicated a meeting of Counsel, staff, community members, Joshua House staff, Supervisor Stocker, and himself would be scheduled to discuss issues.

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- South County Economic Development Committee
- Receipt of Sacramento Tree Foundation Outstanding County Award for tree planting
- North Yuba Grown Dinner June 1, 2013

Supervisor Nicoletti:

- Meetings Attended
 - FRAQMD meeting June 3, 2013
 - TRLIA meeting June 4, 2013
 - Meeting in Maxwell with Water Agency staff to discuss BDBC water tunnels
- CalTrans construction in Marysville
- City of Yantai Agricultural Trade Mission attending June 25, 2013 Board meeting
- Memorial Adjournment - Ms. Vivian Page, Mr. Charley Lim

Supervisor Stocker:

- North Yuba Grown Dinner June 1, 2013
- Forbestown Museum event June 1, 2013
- Fire Lookout Tower Lunch in Dobbins, June 1, 2013
- Article regarding El Dorado County Supervisor Ray Nutting
- Memorial Adjournment - Mrs. Celeste Miller

Supervisor Abe:

- Meetings Attended
 - HCP/CCP meeting held May 28, 2013
 - FRAQMD meeting June 3, 2013
 - CSAC Legislative Conference May 30-31, 2013 in Sacramento
- Memorial Adjournment - Mr. Melvin Crowder

Supervisor Vasquez: CSAC Legislative Conference May 30-31, 2013 in Sacramento

County Administrator Robert Bendorf:

- CSAC position on Affordable Health Care Act
- Received consensus to send letter of opposition to AB 325 regarding Housing Element

IX. CLOSED SESSION: The Board retired into closed session at 7:19 p.m. and returned at 8:07 p.m. with all present as indicated.

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

B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba Direction given.

C. Pending litigation pursuant to Government Code § 54956.(a) - Scott vs County of Yuba et al. By unanimous vote, the matter was referred to Porter Scott for defense.

X. ADJOURN: 8:08 p.m. in memory of Ms. Vivian Page, Mrs. Celeste Miller, Mr. Melvin Crowder, and Mr. Charley Lim.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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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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June 18, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: DISBURSEMENT OF MEASURE D FUNDS

RECOMMENDATION:

Authorize the Auditor/Controller to disburse \$463,416.72 in Measure D funds from Fund 807 to the County Road Fund, City of Marysville and City of Wheatland in the following amounts:

\$440,477.59	County Road Fund (Fund 102)
\$18,536.67	City of Marysville
\$4,402.46	City of Wheatland

BACKGROUND:

Measure D was approved by Yuba County voters in November 2004 and established a 15 cent per ton fee on all aggregate and asphalt concrete produced in the County. In December of 2005 the Board decided on an allocation of the funds with half being dedicated to aggregate haul routes in the County and the other half divided by maintained miles between the County, Marysville and Wheatland for road maintenance.

DISCUSSION:

Public Works obtained the state verified maintained road miles from both Marysville and Wheatland, and the fund balance of Measure D funds from the Auditor as of May 31, 2013, which has already had the administrative fee of 3% deducted. There is a total of \$463,416.72 available for disbursement and it is recommended that this amount be distributed to the Road Fund, City of Marysville, and City of Wheatland using the following breakdown. The summary of maintained miles and amounts are as follows:

Yuba County	50% (haul routes)	\$231,708.36
	<u>Maintained Miles</u>	<u>% of total miles</u>
Yuba County	654.9 miles	90.1%
City of Marysville	58.4 miles	8.0%
City of Wheatland	13.65 miles	1.9%
		\$208,769.23
		\$18,536.67
		\$4,402.46

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as the method of disbursement was determined by the Board in December 2005. No Committee action is required.

FISCAL IMPACT:

This action will provide revenue to the Road Fund to be used on road improvement projects.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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235-13

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749-5430 • Fax 749-5434

June 18, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization for Advertisement of Bids for Powerline Road Bike/Ped Improvements (Safe Routes to School Phase III)

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans approval, with a tentative bid opening date of July 23, 2013. Specifications are available for review at Public Works.

BACKGROUND:

This project consists of reconstructing the roadway and adding drainage facilities, bike lanes, curb, gutter and sidewalk from the north side of 9th Avenue to north of 6th Avenue (approximately 3,600 feet). The project will be funded through the federal Congestion Mitigation and Air Quality program (CMAQ) (\$494,000), Regional Surface Transportation Program (RSTP) (\$500,000), a developer contribution (\$106,345) with the remainder coming from Local Funds.

DISCUSSION:

The work in general will add turn pockets, drainage facilities, bike lanes, curb, gutter and sidewalk and will reconstruct the existing roadway. Striping and signage will also be added. The engineer's estimate for the construction of the project is approximately \$1,240,000. The project is expected to be completed by December 2013.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The project will be funded with CMAQ (\$494,000), RSTP (\$500,000), Local Developer Funds (\$106,345) with the remaining balance coming from the Road Fund (\$139,655).

INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DRAWING TITLE
1	T-1	TITLE SHEET
2	T-2	TYPICAL ROAD SECTIONS
3	C-1	PLAN & PROFILE BEGIN TO STA 43+00
4	C-2	PLAN & PROFILE STA 43+00 TO STA 49+50
5	C-3	PLAN & PROFILE STA 49+50 TO STA 56+00
6	C-4	PLAN & PROFILE STA 56+00 TO STA 62+50
7	C-5	PLAN & PROFILE STA 62+50 TO STA 69+00
8	C-6	PLAN & PROFILE STA 69+00 TO END
9	ST-1	SIGN & STRIPING BEGIN TO 49+50
10	ST-2	SIGN & STRIPING 49+50 TO 62+50
11	ST-3	SIGN & STRIPING 62+50 TO END

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
BC	BEGINNING OF CURVE
BMP	BEST MANAGEMENT PRACTICES
C&G	CURB & GUTTER
CO&SW	CURB GUTTER & SIDEWALK
CL	CENTERLINE
C/L	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CR	CURB RETURN
CSP	CORRUGATED STEEL PIPE
DI	DRAINAGE INLET
DW	DRIVEWAY
(E)	EXISTING
EC	END OF CURVE
EG	EXISTING GROUND
EL	ELEVATION
EP	EDGE OF PAVEMENT
ESA	ENVIRONMENTAL SENSITIVE AREA
(F)	FUTURE
FG	FINISHED GRADE
FL	FLOW LINE
FOC	FACE OF CURB
FS	FINISHED SURFACE
GB	GRADE BREAK
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
ID	INSIDE DIAMETER
INV	PIPE INVERT
JP	JOINT POLE
LE	LANDSCAPE EASEMENT
LIP	LIP OF GUTTER
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MON	MONUMENT
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
OG	ORIGINAL GROUND
(P)	PROPOSED
PCC	PORTLAND CEMENT CONCRETE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
P/L	PROPERTY LINE
PP	POWER POLE
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLY-VINYL-CHLORIDE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
ROW	RIGHT OF WAY
SB	SUBBASE
SD	STORM DRAIN
SG	SUBGRADE
SS	SANITARY SEWER
STA	STATION
STD	STANDARD
SW	SIDEWALK
SWPPP	STORMWATER PREVENTION POLLUTION PLAN
TB	TOP OF BANK
TBC	TOP BACK OF CURB
TBW	TOP BACK OF WALK
TYP	TYPICAL
VCP	VITRIFIED CLAY PIPE
WV	WATER VALVE
YC	YUBA COUNTY



COUNTY OF YUBA PROJECT PLANS FOR CONSTRUCTION ON POWERLINE ROAD BIKE/PED IMPROVEMENTS

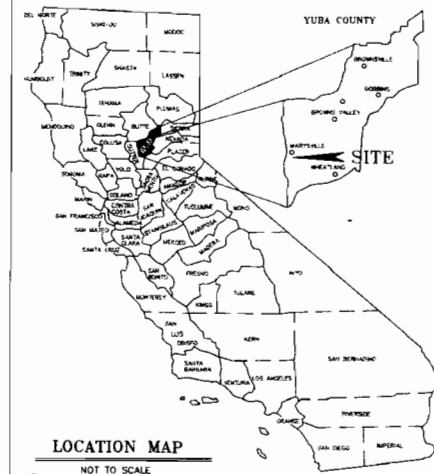
POWERLINE RD FROM 9th AVE TO 600' NORTH OF 6th
AVE YUBA COUNTY, CALIFORNIA CONTRACT NO.
2013-2229 FEDERAL NO. RSTPL 5916(101)

TO BE SUPPLEMENTED WITH STANDARD PLANS AND SPECIFICATIONS
DATED MAY 2009, OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND YUBA COUNTY PUBLIC WORKS STANDARDS AUG 8, 2006



SITE PLAN

NOT TO SCALE



YUBA COUNTY SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF
ELECTRONIC COPIES OF THIS PLAN SHEET.

NOTE: THE CONTRACTOR SHALL POSSESS THE FOLLOWING CONTRACTOR
LICENSE(S) AT THE TIME THIS CONTRACT IS AWARDED:

A. GENERAL ENGINEERING

CONTACT LIST

SERVICE	CONTACT	AGENCY	PHONE NO.
RESIDENT ENGINEER	NEIL RETELSDORF	YUBA COUNTY	(530) 749-5420
SWPPP COORDINATOR	KATHY GREGG	YUBA COUNTY	(530) 749-5420
WATER & SEWER	JOHN TOLLITSON	OPUD	(530) 743-8132
POWER	KRIS OLSTAD	PG&E - ELEC	(530) 634-6463
GAS	JAMES FORBIS	PG&E - GAS	(530) 743-2482
TELEPHONE	CAROL PRINCE	AT&T	(916) 409-1384
CABLE	BRANDON STOKES	COMCAST	(530) 206-6172
USA NORTH	REPRESENTATIVE	USA	(800) 227-2600

DESIGNED BY:

E. Ausmus
E. AUSMUS, PE
ASSOCIATE CIVIL ENGINEER
RCE 65286 EXP 09/30/2013

DATE: 01/05/13

APPROVED BY:

MICHAEL LEE, P.E.
PUBLIC WORKS DIRECTOR
COUNTY OF YUBA
RCE 55795 EXP 12/31/2014

DATE:

APPROVED BY:

ANDY VASQUEZ, JR.
CHAIR, YUBA COUNTY
BOARD OF SUPERVISORS

DATE:

NUMBER	DATE	DESCRIPTION	BY
06/03/13			

BENCHMARK ELEVATION: 101.085'
TOPPER C/L OF 9TH AVENUE AT POWERLINE

COUNTY OF YUBA
DEPARTMENT OF PUBLIC WORKS
915 8th ST, SUITE 125 MARYSVILLE, CA 95901
(530) 749-5420
(530) 749-5424 FAX

DRAWN BY: E. AUSMUS
CHECKED BY: E. AUSMUS
SUBMITTED BY: E. AUSMUS
RCE NO. 65286

SCALE:
HORIZONTAL
1"=5'
VERTICAL
N/A

POWERLINE ROAD BICYCLE
& PEDESTRIAN IMPROVEMENTS

TITLE SHEET

DWG # T-1
SHEET 1
OF 11

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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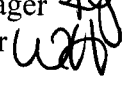
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June 13, 2013

TO: Yuba County Board of Supervisors

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

SUBJECT: Amendment #2 of the CSBG 2013 Yuba County Community Services Commission Standard Agreement.

Recommendation: It is recommended that the Board of Supervisors adopt a resolution for Amendment #2 of the CSBG 2013 Yuba County Community Services Commission Standard Agreement.

Background/Discussion:

Yuba County BOS originally signed the 2013 Standard Agreement on February 12, 2013. It was then amended with Standard Agreement #1 on March 1, 2013. Due to the Sequestration, the Department of Community of Services and Development has recommended the 2013 reduction using all the discretionary funds available. The budget has been reduced from \$256,975 to \$250,117.

Fiscal Impact: There will be no fiscal impact to the general fund.



LINNÉ K. STOUT
DIRECTOR

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
P.O. Box 1947, Sacramento, CA 95812-1947
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

June 5, 2013

2013 Community Services Block Grant Contract (CSBG) Amendment 2

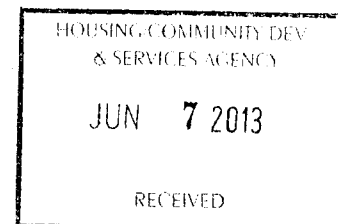
To All Community Services Block Grant Contractors:

Enclosed is your agency's contract packet for the 2013 Community Services Block Grant Program contract amendment effective 06/01/13. It includes two complete copies of the contract amendment changes (Std. 213 face sheet and blank attachment sheets).

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ **Submit a governing board resolution with an original signature of your board's authorized representative.** The board's resolution must identify whom it has authorized to sign the 2013 CSBG contract and any amendments.
- ☐ Complete the section labeled "CONTRACTOR'S NAME" on both Std. 213 face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. **Ensure that your agency's authorized representative has signed both face sheets.** Your agency's authorized representative is the person whom the governing board has specified in its resolution as the official representative to sign the 2013 CSBG contract and, if applicable, any amendments.

The Std. 213, Standard Agreement must remain unchanged; CSD is not able to process contracts that have been changed by an agency. If you see the need to make changes to any part of the contract (including the contract's Std. 213 face sheet), please contact your Field Representative. Do not use correction fluid or tape.



- ☐ When you return the contract packet to CSD, please arrange all pages, including the Std. 213 face sheets and attachments in the same order in which you received them. Include your board resolution, insurance and fidelity bond documents (if applicable) at the top of the stack, and, if desired, a transmittal letter. However, do not staple or otherwise attach these documents to the contracts themselves.
- ☐ Please return **both completed contract packets** within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947

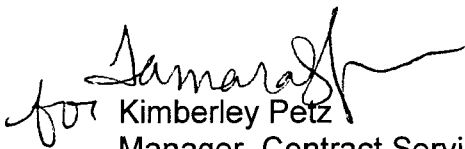
When sending documents via overnight mail, please use CSD's street address as shown on the face sheet.

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be complete. Authorized persons must sign the board resolution, both face sheets, and applicable exhibits and attachments.

Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be current or replaced. Coverage must include workers' compensation insurance, fidelity bond, general liability, and vehicle insurance. For questions regarding insurance coverage, you may contact Tamara Jones of my staff at (916) 576-4352.

If you have questions regarding the contracting process, you may contact Tamara Jones of my staff at (916) 576-4352. For questions regarding contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,

for Kimberley Petz

Manager, Contract Services Unit

KP:tj
Enclosures

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

**ADOPT AN AMENDED “CSBG)
2013 YUBA COUNTY COMMUNITY)
SERVICES COMMISSION)
STANDARD AGREEMENT”)**

RESOLUTION NO. _____

WHEREAS, the “CSBG 2013 Yuba County Community Services Commission Standard Agreement” was approved by the Board of Supervisors on February 12, 2013, and amended on March 1, 2013, and

WHEREAS, the Department of Community Services and Development due to the sequestration has made a requirement for a second amendment to the standard agreement and,

WHEREAS, pursuant to CSBG regulations, a resolution must be signed by the Board

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby adopt the “CSBG 2013 Yuba County Community Services Commission Standard Agreement,” which has changed the budget amount from \$256,975 to \$250, 117, 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 _____ by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

A handwritten signature in black ink, appearing to read "Angil P. Morris-Jones", written over a horizontal line.

- A. The maximum amount of this Agreement payable to Contractor by the State has changed from \$126,950.00 to \$250,117.00, reflecting a difference of \$123,167.00.

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.		CALIFORNIA Department of General Services Use Only	
CONTRACTOR			
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>			
Yuba County Community Services Commission			
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>		
APPROVED AS TO FORM			
PRINTED NAME AND TITLE OF PERSON SIGNING			
ANGIL P. MORRIS-JONES			
ADDRESS			
915 - 8th Street, Suite 130, Marysville, CA 95901			
STATE OF CALIFORNIA			
AGENCY NAME			
Department of Community Services and Development			
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING			
Cindy Halverstadt, Deputy Director, Administrative Services			
ADDRESS			
2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		<input type="checkbox"/> Exempt per _____	



The County of Yuba

Office of the County Administrator

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

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

Date: June 18, 2013
To: Board of Supervisors
From: Robert Bendorf, County Administrator
By: Grace Mull, Management Analyst
Re: Budget Transfer Request

Recommendation

Board of Supervisors to approve and authorize Chairman to sign budget transfer in the amount of \$9,274.

Background

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

Discussion

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

Committee

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

Fiscal Impact

The budget transfer will generate a positive impact to the General Fund in the amount of \$9,274.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA

DATE: 6/4 20 13

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

DEPARTMENT Public Defender

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 13

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED
☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-361-64-04	AB109 Public Defender	\$9,274

ACCOUNT NO.	NAME	AMOUNT
101-2300-421-23-00	Professional Services	\$9,274

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
AB109 PD Cp Trans Out	\$9,274
225-0000-372-99-03	

FUNDS TO BE INCREASED:

FUND	AMOUNT
AB109 Public Defender	\$9,274
101-0000-361-64-04	

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: Appropriate AB109 Public Defender funding for Jan-Jun 2013.

APPROVED:

☒ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR: Robert Bendoy

Signature

Date

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

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



237-13

**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: June 18, 2013

SUBJECT: Approval of the Medi-Cal Targeted Case Management Provider Participation Agreement with the California Department of Health Services

RECOMMENDATION: Board Of Supervisors approval is requested for the Medi-Cal Targeted Case Management Provider Participation Agreement (#58-1318) with the California Department of Health Care Services (DHCS) to allow participation by Yuba County's Health and Human Services Department in the Medi-Cal Targeted Case Management (TCM) program for the term of July 1, 2013 through June 30, 2018.

BACKGROUND: Since 1998, Yuba County, through its Health and Human Services Department, has contracted with DHCS to participate in the TCM program which reimburses a portion of the costs of the targeted case management services conducted by the field nursing staff of its Public Health Division and the Yuba County Public Guardian. Approval of this Agreement will allow continued participation in this program for a five-year term of July 1, 2013 through June 30, 2018.

DISCUSSION: Through participation in the TCM program, both the Public Health Division of the Health and Human Services Department and the Yuba County Public Guardian receive a partial reimbursement of the costs of providing certain case management services. Without participation in this program, the costs of providing these services would be met solely by County funds. The reimbursement revenue from TCM totaled \$86,314.00 for Public Health and \$41,377.00 for the Public Guardian year to date for fiscal year 2012-2013.

COMMITTEE: This item did not go to Committee due to time consideration.

FISCAL IMPACT: Approval of the Medi-Cal Targeted Case Management Provider Participation Agreement will result in the reimbursement of costs that will otherwise be met by County funds.

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MEDI-CAL TARGETED CASE MANAGEMENT PROVIDER PARTICIPATION AGREEMENT

Name of Provider: County of Yuba

Provider #58-1318

1. STATEMENT OF INTENT

- A. The Articles of this Provider Participation Agreement (PPA), hereinafter referred to as the Agreement, set out the responsibilities of the qualified local governmental agency, named above and hereinafter referred to as Provider, and California Department of Health Care Services (DHCS), hereinafter referred to as the State or DHCS, relative to the provision of Targeted Case Management (TCM) services to eligible Medi-Cal beneficiaries.
- B. The Articles begin with STATEMENT OF INTENT and end with AGREEMENT EXECUTION.
- C. The mutual objectives of the Provider and DHCS are defined in, and governed by, 42 U.S.C. Section 1396n(g).

2. TERM OF AGREEMENT

The term of this Agreement is from July 1, 2013, through June 30, 2018.

3. CONTACT PERSONS

- A. The contact persons during the term of this Agreement are:

Department of Health Care Services Geri Baucom, Chief Administrative Claiming Local & School Services Branch Telephone: (916) 552-9615 Fax: (916) 324-0738 Email: Geraldine.baucom@dhcs.ca.gov	Provider Name: Suzanne Nobles, Director Telephone: (530) 749-6271 Fax: (530) 749-6281 Email: snobles@co.yuba.ca.us
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- B. Direct all inquiries to:

Department of Health Care Services	Provider
Administrative Claiming Local & School Services Branch Targeted Case Management Unit Attention: Candace Banks Suite 71.3024 MS 4603 P.O. Box 997436 Sacramento, CA, 95899-7417 Phone: (916) 552-9051 Fax: (916) 324-0738 Email: Candace.banks@dhcs.ca.gov	Yuba County (58) Cynthia Journagan MAA/TCM Coordinator Health & Human Services Department 5730 Packard Avenue, Suite 100 Marysville, CA 95901 Phone: (530) 749-6279 Fax: (530) 749-6281 Email: cjournagan@co.yuba.ca.us

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

4. PROVIDER RESPONSIBILITIES

By entering into this Agreement, the Provider agrees to:

- A. Comply with all applicable federal and State directives, as periodically amended, including but not limited to: Title XIX of the Social Security Act; Titles 42 and 45 of the Code of Federal Regulations (CFR); California Medicaid State Plan; Chapters 7 and 8 of the California Welfare and Institutions (W&I) Code (commencing with Section 14000); Title 22 of the California Code of Regulations (CCR) (commencing with Section 50000); 42 CFR Sections 413.20, 413.24, 433.32, 433.51; State issued policy directives, including Policy and Procedure Letters (PPLs); Federal Office of Management and Budget (OMB) Circular A-87.
- B. Ensure all applicable State and federal requirements, as identified in paragraph 4.A., are met in providing TCM services under this Agreement.
- C. Failure to ensure that all State and federal requirements are met shall be sufficient cause for DHCS to deny or recoup payments to the Provider, and/or terminate this Agreement.
- D. Ensure all applicable State and federal requirements are met with regard to Expense Allowability / Fiscal Documentation:
 - 1) TCM Summary Invoices, received from a Provider and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
 - 2) Supporting documentation of all amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this Agreement to permit a determination of expense allowability.

- a) If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to generally accepted accounting principles or practices, all questioned costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable.

E. By November 1 of each year:

- 1) Submit an annual TCM Cost Report for the prior fiscal year (FY) ending June 30th to:

<u>Regular U.S. Postal Service Mail:</u>	<u>Overnight or Express Mail:</u>
Department of Health Care Services Audits & Investigations Audit Review & Analysis Section 1500 Capitol Avenue, MS 2109 P.O. Box 997417 Sacramento, CA 95899-7417	Department of Health Care Services Audits & Investigations Audit Review & Analysis Section 1500 Capitol Avenue, MS 2109 Sacramento, CA 95814

- 2) Email the prescribed electronic copies of the annual TCM Cost Report to DHCS using the following email address:

dhsaitcm@dhcs.ca.gov

- F. Accept payments as reimbursement in full as received for TCM services pursuant to this Agreement. Payments are subject to be reviewed and audited by DHCS and CMS.
- G. Comply with confidentiality requirements as specified in 42 U.S.C. Section 1396a (a)(7), 42 CFR Section 431.300, W&I Code Sections 14100.2 and 14132.47, and Title 22 CCR Section 51009.
- H. Submit TCM Summary Invoices in accordance with 42 CFR 433.51, Title 22 CCR Sections 51185, 51271, 51272, 51351, 51351.1, 51365, 51535.7, and 51492, and ensure TCM Summary Invoices are postmarked within 12 months from the date of service.
- I. Provide, for audit purposes and in accordance with State issued policy directives, including PPLs, all records in support of allowable TCM services. These must be maintained for the greater of (a) three fiscal years after the end of the quarter the LGA receives reimbursement from DHCS for the expenditures incurred, or (b) three fiscal years after the date of submission of the original or amended TCM

cost report, whichever is later pursuant to W&I Code Section 14170. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit shall be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater until appeals have finished.

1) Records must fully disclose:

- a) The name and Medi-Cal number or the beneficiary identification code of the person receiving the TCM service.
- b) The name of the Provider of TCM services and person providing the service.
- c) The date and place of service delivery, and the nature and extent of the TCM service provided.

2) The Provider shall furnish said records and any other information regarding expenditures and revenues for providing TCM services, upon request, to the State and to the federal government.

J. Be responsible for the acts or omissions of its employees and/or subcontractors.

- 1) The conviction of an employee or subcontractor of the Provider, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal TCM Program. Failure to exclude a convicted individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.
- 2) Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid program or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal TCM Program. Failure to exclude a suspended or excluded individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.

- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal TCM Program, when such license, certificate, or registration is required for the provision of Medi-Cal TCM services. Failure to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted from the provision of Medi-Cal TCM services may constitute a breach of this Agreement.
- K. Execute a Memorandum of Understanding (MOU) with Medi-Cal Managed Care Health Plan(s) serving beneficiaries in the same county as the Provider when the Provider is in a Geographic Managed Care, Two-Plan Managed Care, or County Organized Health System county in accordance with State issued policy directives, including PPLs and federal directives, all as periodically amended. The MOU will serve to define the respective responsibilities between TCM and Medi-Cal Managed Care Health Plans and must include coordination protocols to ensure non-duplication of services provided to beneficiaries in common.
- L. Abide by the following documents, as incorporated herein and made a part of this Agreement by this reference.
 - 1) TCM Special Terms and Conditions (Exhibit D(F)).
 - 2) TCM HIPPA Business Associate Addendum.
 - 3) CCC 307 - Certification.
 - 4) GTC 610 - General Terms and Conditions.
<http://www.ols.dgs.ca.gov/Standard+language>

5. DHCS RESPONSIBILITIES

By entering into this Agreement, DHCS agrees to:

- A. Establish one all-inclusive interim rate for the Provider to claim for TCM services.
- B. Perform settlement reconciliation to reflect the actual costs the Provider incurred in providing TCM services to Medi-Cal beneficiaries.
- C. Review and process TCM Summary Invoices within 24 months from the date of service. Upon review, processing and approval of valid TCM encounters, TCM Summary Invoices shall then be scheduled for payment.
- D. Provide training and technical assistance to enable the Provider to identify costs related to proper invoicing documentation and billing procedures. The State will provide oversight to ensure compliance with the W&I Code Section 14132.44 and all other governing federal and State laws and regulations.

6. AMENDMENT

Should either party, during the term of this Agreement, desire a change or amendment to the Articles of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through a process that is mutually agreeable to both DHCS and the Provider. No amendment will be considered binding on either party until it is approved by DHCS.

7. TERMINATION

Either party may terminate this Agreement, without cause, by delivering written notice of termination to the other party at least (30) days prior to the effective date of termination.

8. GENERAL PROVISIONS

- A. This document constitutes the entire agreement between the parties. Any condition, provision, agreement, or understanding not stated in the Articles of this Agreement shall not affect any rights, duties, or privileges in connection with this Agreement.
- B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- C. The State shall have the right to access, examine, monitor, and audit all records, documents, conditions, and activities of the Provider and its subcontractor related to the TCM services provided pursuant to this Agreement.
- D. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties herein, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- E. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- F. DHCS intends to avoid any real or apparent conflict of interest on the part of the Provider, subcontractors, or employees, officers and directors of the Provider or

subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Provider to submit additional information or a plan for resolving the conflict, subject to DHCS' review and prior approval.

1) Conflicts of interest include, but are not limited to:

- a) An instance where the Provider or any of its subcontractors, or any employee, officer, or director of the Provider or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
 - b) An instance where the Provider's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- 2) If DHCS is or becomes aware of a known or suspected conflict of interest, the Provider will be given an opportunity to submit additional information or to resolve the conflict. A Provider with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the contract. DHCS may, at its discretion upon receipt of a written request from the Provider, authorize an extension of the timeline indicated herein.

9. FISCAL PROVISIONS

Reimbursement under this Agreement shall be made in the following manner:

- A. Upon the Provider's compliance with all provisions pursuant to W&I Code Section 14132.44, Title 22 CCR Division 3 (commencing with Section 50000), and this Agreement, and upon the submission of a TCM Summary Invoice, based on valid and substantiated information, DHCS agrees to process the TCM Summary Invoice for reimbursement.
- B. Transfer of funds is contingent upon the availability of federal financial participation (FFP).
- C. The Provider shall verify the certified public expenditure (CPE) from the Provider's General Fund, or from any other funds allowed under federal law and

regulation, for Title XIX funds claimed for TCM services performed pursuant to W&I Code Section 14132.44. DHCS shall deny payment of any TCM Summary Invoice submitted under this Agreement, if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for TCM costs shall not duplicate, in whole or in part, claims made for the costs of direct patient services.

- D. It is mutually agreed that if the Budget Act for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event DHCS shall have no liability to pay any funds whatsoever to the Provider or to furnish any other considerations under this Agreement and the Provider shall not be obligated to perform any provisions of this Agreement.
- E. If funding for any FY is reduced or deleted by the Budget Act for purposes of the TCM Program, DHCS shall have the option to either cancel this Agreement, with no liability occurring to DHCS, or offer an agreement amendment to the Provider to reflect the reduced amount.

10. LIMITATION OF STATE LIABILITY

- A. Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing TCM services pursuant to W&I Code Section 14132.44, for the disallowed claim or claims, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services, DHCS shall recoup from the Provider, upon written notice, amounts equal to the amount of the disallowance and interest in that FY for the disallowed claim or claims. All subsequent TCM Summary Invoices submitted to DHCS applicable to any previously disallowed claim or claims, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).
- C. Notwithstanding paragraphs 10.A. and B., to the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services provided by a nongovernmental entity under contract with, and on behalf of the Provider, DHCS shall be held harmless by the Provider for 100 percent of the amount of any such federal audit disallowance and interest, for the disallowed claim or claims, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).

- D. The Provider agrees that when it is established upon audit that an overpayment has been made, DHCS and Provider shall follow current laws, regulations, and State issued policy directives, including PPLs for the proper treatment of identified overpayment.
- E. DHCS reserves the right to select the method to be employed for the recovery of an overpayment.
- F. Overpayments may be assessed interest charges, and may be assessed penalties, in accordance with W&I Code Sections 14171(h) and 14171.5, respectively.

[Remainder of page is left intentionally blank.]

11. AGREEMENT EXECUTION

The undersigned hereby warrants that s/he has the requisite authority to enter into this Agreement on behalf of County of Yuba (Local Governmental Agency) and thereby bind the above named Local Governmental Agency to the terms and conditions of the same.

Provider Authorized Contact Person's Signature

Andy Vasquez
Print Name

Chair, Yuba County Board of Supervisors
Title

915 8th Street, Marysville, CA 95901
Address

Date

California Department of Health Care Services
Authorized Contact Person's Signature

Geri Baucom
Print Name

Chief, Administrative Claiming Local & School Services Branch
Title

Department of Health Care Services
Name of Department

1501 Capitol Avenue, MS 4601, Sacramento, CA 95899-7413
Address

Date

FISCAL YEARS:

2013/2014

2014/2015

2015/2016

2016/2017

2017/2018

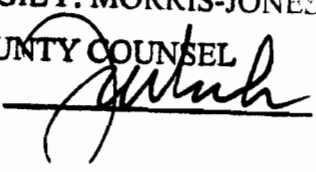
APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: 

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

Special Terms and Conditions

(Only applicable to federally funded Medi-Cal Targeted Case Management Provider Participation Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract" has the same meaning as "agreement" and the term "Contractor" has the same meaning as "Provider".

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this agreement unless the provisions are removed by reference on the face of the agreement, the provisions are superseded by an alternate provision appearing elsewhere in the agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Subcontract Requirements
3. Audit and Record Retention
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6. Confidentiality of Information
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Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDHS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDHS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDHS, the Contractor may request in writing to CDHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

1. Subcontract Requirements

- a. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDHS, make copies available for, inspection, or audit.
- b. CDHS assumes no responsibility for the payment of subcontractors used in the performance of the agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this agreement.
- c. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- d. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement and this exhibit.
- e. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, his/her records (1) for a period of three years after termination of (Agreement Number) and final payment from CDHS to Contractor, and (2) for such longer period, if any, as is required by applicable statute, to permit CDHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

- f. Unless otherwise stipulated in writing by CDHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

2. Audit and Record Retention

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDHS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in

any subcontract related to performance of this agreement. (GC 8546.7,

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
 - (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

3. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

5. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDHS program contract manager all requests for disclosure of such identifying information not emanating from the client or

person.

- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than CDHS without prior written authorization from the CDHS program contract manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

7. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDHS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDHS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDHS program contract manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations
- d. Unless otherwise stipulated in writing by CDHS, all dispute, grievance and/or appeal correspondence shall be directed to the CDHS program contract manager.
- e. There are organizational differences within CDHS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDHS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.
- f. Grievances regarding processing or payment of claims for services rendered shall be processed in accordance with W&I Code section 14104.5.

8 Debarment and Suspension Certification

- a. By signing this agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDHS program funding this contract.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDHS may terminate this agreement for cause or default.

9. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

10. HIPAA Business Associate Addendum

Recitals – STANDARD RISK

- a. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- b. The California Department of Health Services ("CDHS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health

and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

- d. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- e. As set forth in this Agreement Contractor, here and after, is the Business Associate of CDHS that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDHS and creates, receives, maintains, transmits, uses or discloses PHI.
- f. CDHS and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- g. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- h. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

I. Permitted Uses and Disclosures of PHI by Business Associate

- (1) **Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDHS, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDHS.
- (2) **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - A. ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - B. ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to CDHS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDHS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDHS.

II. Responsibilities of Business Associate

Business Associate agrees:

- (1) ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- (2) ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDHS; and to prevent use or

disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDHS with its current and updated policies.

- (3) **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of CDHS at the end of the contract period. These steps shall include, at a minimum:
- A. Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and
 - B. Complying with the safeguard provisions in the Department's Information Security Policy, embodied in Health Administrative Manual (HAM), sections 6-1000 et seq. and in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), sections 4840 et seq., in so far as the security standards in these manuals apply to Business Associate's operations. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDHS.

- (4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- (5) **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDHS, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.
- (6) **Availability of Information to CDHS and Individuals.** To provide access as CDHS may require, and in the time and manner designated by CDHS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDHS (or, as directed by CDHS), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDHS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDHS health plans; or those records used to make decisions about individuals on behalf of CDHS. Business Associate shall use the forms and processes developed by CDHS for this purpose and shall respond to requests for access to records transmitted by CDHS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- (7) **Amendment of PHI.** To make any amendment(s) to PHI that CDHS directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDHS.
- i. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDHS, or created or received by Business Associate on behalf of CDHS, available to CDHS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDHS or

by the Secretary, for purposes of determining CDHS's compliance with the HIPAA regulations.

- (8) **Documentation of Disclosures.** To document and make available to CDHS or (at the direction of CDHS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- (9) **Notification of Breach.** During the term of this Agreement:
- A. **Discovery of Breach.** To notify CDHS immediately by telephone call plus email or fax upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDHS contract manager, the CDHS Privacy Officer and the CDHS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDHS ITSD Help Desk. Business Associate shall take:
- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, to notify the CDHS contract manager(s), the CDHS Privacy Officer, and the CDHS Information Security Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- C. **Written Report.** To provide a written report of the investigation to the CDHS contract managers, the CDHS Privacy Officer, and the CDHS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- D. **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDHS contract managers, the CDHS Privacy Officer, and the CDHS Information Security Officer shall approve the time, manner and content of any such notifications.
- E. **CDHS Contact Information.** To direct communications to the above referenced CDHS staff, the Contractor shall initiate contact as indicated herein. CDHS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

CDHS Contract Manager	CDHS Privacy Officer	CDHS Information Security Officer
See the Agreement for Contract Manager information	Privacy Officer c/o Office of Legal Services California Department of Health Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhs.ca.gov Telephone: (916) 445-4646	Information Security Officer Information Security Office P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: dhsiso@dhs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

- (10) **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of CDHS under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:
- A. Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDHS under this Agreement and use or disclose PHI.
 - B. Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
 - C. Business Associate shall retain each employee's written certifications for CDHS inspection for a period of three years following contract termination.

III. Obligations of CDHS

CDHS agrees to:

- (1) **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that CDHS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices: <http://www.dhs.ca.gov/privacyoffice>.
- (2) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- (3) **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDHS has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- (4) **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDHS.

IV. Audits, Inspection and Enforcement

From time to time, CDHS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDHS Privacy Officer in writing. The fact that CDHS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDHS's:

- (1) Failure to detect or

- (2) Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDHS's enforcement rights under this Agreement and this Addendum.

V. Termination

- (1) **Termination for Cause.** Upon CDHS's knowledge of a material breach of this Addendum by Business Associate, CDHS shall:
 - A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDHS;
 - B. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
 - C. If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- (2) **Judicial or Administrative Proceedings.** Business Associate will notify CDHS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDHS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDHS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- (3) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from CDHS (or created or received by Business Associate on behalf of CDHS) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VI. Miscellaneous Provisions

- (1) **Disclaimer.** CDHS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- (2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDHS's request, Business Associate agrees to promptly enter into negotiations with CDHS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDHS may terminate this Agreement upon thirty (30) days written notice in the event:
 - A. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDHS pursuant to this Section or
 - B. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDHS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

- (3) ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDHS at no cost to CDHS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDHS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- (4) ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDHS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- (5) ***Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- (6) ***Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- (7) ***Survival.*** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- (8) ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

CCC-307

CERTIFICATION

APPROVED AS TO FORM


ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Provider to the clause(s) listed below with the exception of clauses 4 and 6 which do not apply to this Agreement. This certification is made under the laws of the State of California.

As used in this certification, the term "Contractor" shall also mean "Provider".

<i>Provider/Bidder Firm Name (Printed)</i> Yuba County Health and Human Services		<i>Federal ID Number</i> 94-6000549
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Andy Vasquez, Chair, Yuba County Board of Supervisors		
<i>Date Executed</i> 	<i>Executed in the County of</i> Yuba County	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

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

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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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

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

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: June 18, 2013

SUBJECT: Resolution of the Board Authorizing the execution of documents related to the Transitional Housing Placement-Plus (THP-Plus) Program

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing the Chair to accept funds and execute any pertinent documents, including new agreements and amendments, related to the Transitional Housing Placement Plus (THP-Plus) Program is recommended.

BACKGROUND: On June 2, 2009, the Board of Supervisors approved Yuba County's plan for its THP-Plus Program, which provides contracted services to assist young adults, aged 18-24 years of age, who were former foster youths, in locating affordable housing and providing them with supportive services in preparation for their future.

DISCUSSION: The Yuba County Board of Supervisors has passed and adopted Resolution Numbers 2010-23, 2011-79, and 2012-15 authorizing the implementation of a transitional housing program and authorizing the use of a "generic" agreement in the form of a template incorporated by reference. Due to changes in the insurance provisions, the agreement needs to be revised again this year. Approval of this Resolution will eliminate the use of the "generic" agreement and authorize the Chair to execute pertinent documents related to the THP-Plus Program, including new and amended agreements.

COMMITTEE: The Human Services Committee recommended approval on June 4, 2013.

FISCAL IMPACT: Approval of this Resolution will not impact County general funds. The THP-Plus Program is funded entirely by Local Revenue 2011 Realignment funding.

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

RESOLUTION AUTHORIZING THE CHAIR)
TO ACCEPT FUNDS, ON BEHALF OF THE)
HEALTH AND HUMAN SERVICES)
DEPARTMENT, FROM THE STATE OF)
CALIFORNIA DEPARTMENT OF SOCIAL)
SERVICES TRANSITIONAL HOUSING)
PLACEMENT-PLUS COMMENCING) RESOLUTION NO. _____
STATE FISCAL YEAR 2013/14 AND)
AUTHORIZE THE CHAIR TO EXECUTE)
ANY PERTINENT DOCUMENTS RELATED)
TO THE PROGRAM)
_____)
)
)

WHEREAS, on March 9, 2010, the Yuba County Board of Supervisors passed and adopted Resolution Number 2010-23, authorizing the Yuba County Health and Human Services Department to implement a transitional housing program, authorized the chairman to accept funds and authorized the execution of agreements, in the form incorporated therein by reference, with agencies approved to receive funds commencing in state fiscal year 2009/2010; and

WHEREAS, since the adoption of Resolution Number 2010-23, the Yuba County Health and Human Services Department found it necessary to make additional amendments and changes to the “template” Agreement for Professional Services that

was adopted in Resolution Number 2010-23 and subsequently amended in Resolution Numbers 2011-79 and 2012-51; and

WHEREAS, it is in the interest of efficient and effective county government to discontinue the use of the "template" Agreement for Professional Services originally adopted in Resolution Number 2010-23 and subsequently amended in Resolution Numbers 2011-79 and 2012-51.

NOW, THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors, that the THP-Plus program will no longer utilize the "template" Agreement for Professional Services referenced in Resolution Numbers 2010-23, 2011-79 and 2012-51 commencing with State Fiscal Year 2013/14.

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors that the Chair of the Board of Supervisors is hereby authorized to execute, upon review and approval of County Counsel, documents as required by the THP-Plus program; and further the Chair is granted permission to execute any pertinent documents related to this program including agreements, memorandums of understanding, or amendments.

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors, that the Chair of the Board is hereby authorized to accept and authorize the transfer and allocation of funds allocated by the State of California to Yuba County through its Health

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///

///

and Human Services Department for its THP-Plus Program commencing with State Fiscal Year 2013/14 and each State Fiscal Year thereafter.

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:

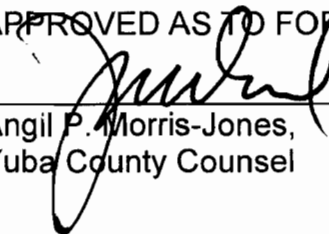
ABSTAIN:

County of Yuba

Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:



Angil P. Morris-Jones,
Yuba County Counsel

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

RESOLUTION AUTHORIZING)
AMENDMENTS AND CHANGES TO)
THE AGREEMENT FOR PROFESSIONAL)
SERVICES FOR THE TRANSITIONAL)
HOUSING PLACEMENT PLUS)
PROGRAM (THP-PLUS) THAT WAS)
ADOPTED BY REFERENCE IN)
IN RESOLUTION NO. 2010-23)
AND SUBSEQUENTLY AMENDED)
IN RESOLUTION NO. 2011-79)

RESOLUTION NO. 2012-51

WHEREAS, on March 9, 2010, the Yuba County Board of Supervisors passed and adopted Resolution No. 2010-23, authorizing the Yuba County Health and Human Services Department to implement a transitional housing program and further authorized the chairman to accept funds and authorize the execution of agreements with agencies approved to receive funds commencing in the state fiscal year 2009/2010 and authorize the Director of the Yuba County Health and Human Services Department to execute, on behalf of the County of Yuba, agreements in the form incorporated therein by reference; and

WHEREAS, on September 13, 2011, the Yuba County Board of Supervisors passed and adopted Resolution No. 2011-79, authorizing amendments and changes to the Agreement for Professional Services that was adopted in Resolution No. 2010-23; and

WHEREAS, since the adoption of Resolution No. 2011-79, the Yuba County Health and Human Services Department found it necessary to make additional

by reference in Resolution No 2010-23 which included but was not limited to, grammatical editing, title changes and the addition of a signature line.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors authorizes the amendments and changes that were made to the generic Agreement for Professional Services that was attached and incorporated by reference in Resolution No 2010-23.


PASSED AND ADOPTED this 13 day of September, 2011, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES: Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

NOES: None

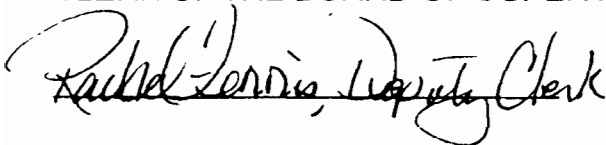
ABSENT: None

YUBA COUNTY BOARD OF SUPERVISORS



Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS



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

By Maria Bryant-Pelard
YUBA COUNTY COUNSEL

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

IN RE:

**AUTHORIZE HEALTH AND HUMAN)
SERVICES DEPARTMENT TO)
IMPLEMENT A TRANSITIONAL)
HOUSING PROGRAM AND FURTHER,)
AUTHORIZE THE CHAIRMAN TO)
ACCEPT FUNDS AND AUTHORIZE THE)
EXECUTION OF AGREEMENTS WITH)
AGENCIES APPROVED TO RECEIVE)
FUNDS COMMENCING IN STATE)
FISCAL YEAR 2009/2010 AND TO)
EXECUTE ANY PERTINENT)
DOCUMENTS RELATED TO THIS)
THIS PROGRAM OR TO THOSE)
AGREEMENTS)**

RESOLUTION NO. 2010-23

WHEREAS, statistics show that children raised in foster care systems often experience later difficulties living independently and face greater risk of financial hardship, homelessness, early pregnancy, unemployment, substance abuse, mental health and/or legal problems, and risk of incarceration; and

WHEREAS, the Yuba County Board of Supervisors, through the Children's Council and Children's Report Card, has embraced the goal of obtaining approval and funding for, and implementing

a Transitional Housing Program – Plus for young adults who are former Yuba County foster youth to assist them to overcome these difficulties and risks; and

WHEREAS, the California Department of Social Services Manual of Social Services Standards Section 30-913 through 30-920 sets forth the regulations governing the Transitional Housing Program – Plus (hereinafter “THP-Plus”); a transitional housing program for young adults, aged 18-24, who are former foster youth and who have emancipated from the child welfare or probation system; and

WHEREAS, the goal of the THP – Plus program is to provide, through contracted services, a safe living environment while helping participants gain education and employment training and improve life skills to enable them to achieve self-sufficiency; and

WHEREAS, the State of California makes funds available to counties to implement a THP – Plus program, upon the state approval of a county THP – Plus plan; and

WHEREAS, these funds have been applied for through the development of the County of Yuba Transitional Housing Placement Program for Emancipated Youth (THP – Plus) Plan for Implementation, which was approved by the Board of Supervisors on June 2, 2009, and which describes how Yuba County, through its Health and Human Services Department, will, through the coordination between its Child Welfare Services and Probation Department staff and contracted services, provide eligible participants who are former foster and probation youth with housing and supportive services designed to assist them in fulfilling the goals of their individual Transitional Independent Living Plans (TILP) and better prepare them for independence; and

WHEREAS, upon approval of Yuba County's Transitional Housing Placement Program, the State of California has allocated \$338,279.00 to Yuba County to assist eligible participants in Fiscal Year 2009-2010 at a maximum rate of up to \$2,748.00 per participant per month and it is anticipated that Yuba County will be allocated the same funding for Fiscal Year 2010-2011; and

WHEREAS, Yuba County, through its Health and Human Services Department, has solicited proposals from the four local agencies capable of meeting and providing the transitional housing and supportive services required by Yuba County for its THP – Plus program; and

WHEREAS, Environmental Alternatives, Inc., Children's Hope Foster Family Agency, and Triad Family Services have each submitted letters of interest for providing services under Yuba County's THP – Plus program and it is recommended that the Board of Supervisors approve its Health and Human Services Department entering into agreement with these agencies to provide transitional housing and supportive services under Yuba County's THP – Plus program to selected participants based upon their individual needs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Health and Human Services Department to implement a THP – Plus Program in accordance with the County's approved Transitional Housing Placement Program for Emancipated Youth (THP – Plus) Plan and further authorizes the Director of the Health and Human Services Department to execute, upon the review and approval of the County Counsel, agreements in the form attached hereto and incorporated herein by this reference and any amendments thereto with agencies approved by the Yuba County Board of Supervisors by this Resolution for funding to implement its THP – Plus program and to execute any pertinent documents related to this program.

BE IT FURTHER RESOLVED by the Board of Supervisors that the Chairman of the Board of Supervisors is hereby authorized to accept and allocate funds allocated by the State of California to Yuba County through its Health and Human Services for its THP-Plus Program commencing with State Fiscal Year 2009/2010 and any State Fiscal Year thereafter.

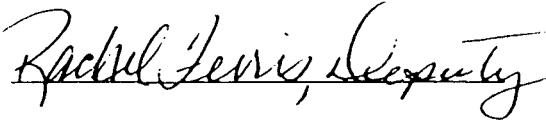
PASSED AND ADOPTED this 9 day of March, 2010, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES: Supervisors Vasquez, Nicoletti, Griego, Abe and Stocker

NOES: None

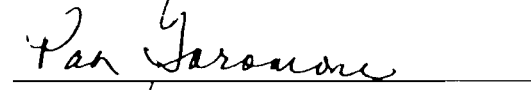
ABSENT: None

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS



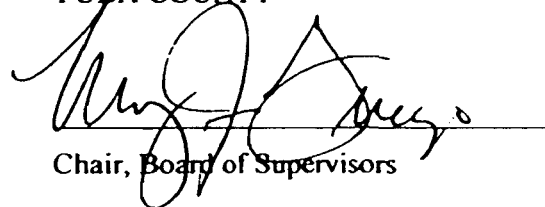
Rachel Lewis, Secretary

APPROVED AS TO FORM:
COUNTY COUNSEL
ANGIL MORRIS-JONES



Pam Garza

YUBA COUNTY



Chair, Board of Supervisors

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and _____ ("CONTRACTOR") for the provision of services under the Transitional Housing Placement Plus Program ("THP-Plus"); a transitional housing placement program for eligible former Child Welfare Services or Probation foster youth, aged 18 – 24, with the aim of providing a safe living environment while helping youth to achieve self-sufficiency.

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-7 through A-8.

2. TERM.

Commencement Date:

Termination Date:

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

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-9.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

(Name of Position, not person) , is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

Attachment E – Insurance Provisions
Attachment F - Participant Agreement
Attachment G – Individual Participant Fee Schedule and Cost Justification
Attachment H – Invoice Format

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 201__.

“COUNTY”
COUNTY OF YUBA

“CONTRACTOR”

Suzanne Nobles, Director
Yuba County Health and Human
Department

(Name) _____,
(Title)

Tax I.D. No. _____

Authorized pursuant to Board
Resolution No. _____

INSURANCE PROVISIONS APPROVED

Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil Morris-Jones
County Counsel

ATTACHMENT A

A.1 PROGRAM OVERVIEW.

THP – Plus is a transitional housing placement opportunity for former foster youth, aged 18-24. The goal of the program is to provide a safe living environment while helping participants achieve self-sufficiency so that they can improve life skills prior to leaving the foster care support system. Participants may live alone, with roommates in apartments, or in single-family dwellings, with regular support provided by CONTRACTOR staff and YCHHSD Social Worker and Independent Living Program (ILP) Coordinator staff. Support services include regular visits to participants' residences, educational guidance, employment counseling, instruction and monitoring of budgeting and household expenses, and assistance reaching emancipation goals as outlined in the participants' Transitional Independent Living Plan (TILP).

A.2 TARGET POPULATION.

The target population for the COUNTY's THP-Plus program is those young adults who have emancipated from foster care, group home care, or probation and who desire continued support in order to be successful adults. To be considered for admission, an applicant must be:

- a. Emancipated from foster/probation care after having been in foster care placement between the ages of 16 to 18 and having participated in the Independent Living Program during that time;
- b. At least 18 years of age, but not yet 24 years of age;
- c. Actively pursuing school, vocational training, or COUNTY approved goals;
- d. Actively pursuing the goals of a Transitional Independent Living Plan (TILP) approved by YCHHSD's Independent Living Program;
- e. Willing to maintain a substance-free lifestyle;
- f. Has not previously participated in a THP-Plus program for a cumulative total of 24 months;
- g. Willing to enter into and abide by a contract with the CONTRACTOR that details the rights and responsibilities of each party, as specified in Attachment F – Participant Agreement; and

the county of the applicant's last dependency has an approved THP-Plus plan.

A.3 PARTICIPANT APPLICATION AND SELECTION.

A.3.1 Referrals to THP – Plus shall be made by self-referral by the potential participant or initiated by YCHHSD’s ILP Coordinator or Social Worker staff, COUNTY’s Probation Department staff, foster care agencies or providers, or other community-based organizations.

A.3.2 All referrals to THP – Plus shall be submitted to YCHHSD’s ILP Coordinator, who will take the following actions for each potential participant:

- a. Determine the applicant’s eligibility to participate in THP – Plus.
- b. If eligible, consult with the applicant to identify their current strengths and needs as they relate to their TILP.
- c. Refer eligible applicants to the CONTRACTOR.
- d. Assist applicants in completing the application process required by CONTRACTOR.

A.3.3 Upon receiving the referral, CONTRACTOR shall take the following actions for each applicant:

- a. Review the applicant’s letter of interest, application, applicant’s TILP, and references, if appropriate.
- b. With a THP-Plus Program Team consisting of CONTRACTOR staff and one or more members of YCHHSD’s Social Worker or COUNTY’s Probation Department staff, complete one or more interviews with applicant to discuss the applicant’s goals and how the THP – Plus program may assist the applicant in meeting those goals.
- c. Consult with the THP-Plus Program Team and review the applicant’s strengths and needs identified in the applicant’s TILP.
- d. Decide to accept or reject the application. If an application is rejected, CONTRACTOR shall notify the applicant of the rejection in writing, stating specific details that support the CONTRACTOR’s decision, with a courtesy copy to YCHHSD’s ILP Coordinator.

A.4 HOUSING MODEL.

Both COUNTY and CONTRACTOR recognize that high quality, consistent supportive services targeted to meet the needs of the individual participant are essential to a successful THP-Plus program. Both permanent and transitional housing units may be used by CONTRACTOR, depending on the individual participant's needs and abilities. The overall goal shall be to secure housing that becomes a permanent living situation for the participant; therefore, CONTRACTOR shall strive to enable progress towards a more permanent arrangement.

The THP-Plus program supportive services provided by the CONTRACTOR may utilize any one of the following housing models, depending upon the needs and skills of the individual participant:

- a. Single Site Transitional Model – Participants live in housing at a single location owned or leased by the CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- b. Scattered-Site Transitional Model – Participants live in housing located in multiple locations in the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- c. Scattered Site Permanent Model – Participants live in housing located in multiple locations within the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant may continue to live in the rental at the conclusion of the participation in the THP-Plus program.
- d. Host Family Model – Participants live in a family setting with a relative, current or former foster family, or other consistent caring adult who has been screened and approved by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. Whether or not the participant moves out of the host family setting at the conclusion of the participation in the THP-Plus program is determined on an individual basis.

In the host family model, the housing unit will be owned or leased by the host family. For the other housing models, the housing units will be owned or leased by CONTRACTOR. If leased, CONTRACTOR will sublease the housing unit to the participants. In all models, CONTRACTOR is expected to:

- a. Locate and utilize suitable and safe housing in areas near public transportation lines and with adequate educational, vocational, and employment opportunities.
- b. Utilize apartments, single-family dwellings, or condominiums that are transitional homes where participants may continue to live following their completion of THP – Plus, while preparing to live independently in safe housing they can afford; and
- c. Afford participants the opportunity to keep their household furnishings following their conclusion of their participation in THP – Plus.

A.5 CONTRACTOR'S SPECIFIC SCOPE OF SERVICES AND DUTIES.

A.5.1 SUPPORTIVE SERVICES.

Due to the individualized needs of each participant, CONTRACTOR shall develop a customized approach for each participant. In developing supportive services, it is important to remember that these supportive services are for participants who are legally adults, but who still require youth-focused services. CONTRACTOR agrees to provide each participant with the nurture, treatment, and training suited to his/her needs. In providing supportive services, CONTRACTOR shall:

- a. Coordinate with YCHHSD's ILP Coordinator to assist in creating a seamless transition from the minor's TILP to the participant's THP – Plus TILP and utilize the YCHHSD's ILP Coordinator and Social Worker staff, as well as other community and public partners as appropriate, to support the participant's THP – Plus TILP.
- b. Assist each participant in identifying their needs and developing their THP – PLUS TILP, which shall include goals for the participant's education and employment, in addition to involvement with the participant's biological family, as well as other friends, associates, and adults. Submit an initial THP – Plus TILP to COUNTY within sixty (60) days from the date of placement, which will include information provided by COUNTY's Independent Living Program. On a regular basis, but at least

annually thereafter, review each participant's THP – Plus TILP with each participant and, as needed, review each participant's THP – Plus TILP with the THP – Plus Program Team and update the THP – Plus TILP to clarify participants' goals.

- c. Provide Social Worker staff whose duties will include:
 - 1) Case management of THP-Plus participants;
 - 2) Coordination and networking between interested parties relating to the YCHHSD's Independent Living Program; and
 - 3) 24-hour crisis intervention and support
- d. Provide each participant with a 24-hour emergency telephone number.
- e. If appropriate, assist participants in obtaining individual or group therapy, either directly or through a referral to community resources, and ensure that participants get to all medical appointments.
- f. As part of the THP – Plus Program Team, assist participants in finding and establishing appropriate medical care.
- g. If appropriate, provide educational advocacy and support, including linkages to Yuba College Foster Youth services, with the goal of the participant obtaining a high school diploma, GED, or High School Proficiency prior to completion of the THP – Plus program. CONTRACTOR understands that participants without a high school diploma are required to be enrolled in and attend a program leading to a high school diploma, high school equivalency, or a GED.
- h. Encourage and assist participants in seeking college or other post-high school training to better prepare for their future, including assisting participants in applying for college or trade school admission and applying for any scholarship or grants for which they may be eligible, as well as connecting participants with community resources designed to provide and ensure student support. CONTRACTOR understands that participants with a high school diploma are required to be enrolled in and attend job readiness training, vocational education, or college classes. CONTRACTOR further understands that participants on a vocational or work related track will attend formal, on-the-job or skill-building trainings that increase the participants' opportunities for success.

- i. Provide job readiness training and support, including linkages to Workforce Investment Act (WIA) partners, One-Stop Centers, California Youth Connection (CYC), AmeriCorps Mentor Program, Yuba College, and other appropriate employment resources.
- j. Ensure that participants attending school less than full-time meet their requirement to work a minimum of 20 hours per week. CONTRACTOR further understands that participants who are enrolled and attending at least 12 units at a college or vocational training program may have their minimum required work hours adjusted through consultation with the THP – Plus Program Team.
- k. Provide services that build and support relationships with a trusted adult, family, and the community that will continue to be a resource for the participant in the future.
- l. Conduct regular reviews at six-month intervals, or more frequently as appropriate, regarding the participant's progress and submit ongoing written outcome evaluations of the participant's progress on a quarterly basis to COUNTY.
- m. Ensure that each participant deposits a set amount of their income from employment into an interest-bearing savings account each month, as specified by the participant's individual budget developed between the participant and the THP – Plus Program Team. It is understood by both parties that the savings account shall be a joint account and that CONTRACTOR, or its designee, shall be listed as one of the account holders. CONTRACTOR will ensure that withdrawal limits are established for each participant to take care of their essential expenses and that larger item purchases shall be made by a joint decision between the participant and CONTRACTOR. CONTRACTOR further agrees to consult frequently with participants about budgeting and planning for their needs.
- n. CONTRACTOR shall provide to the participant for deposit any funds retained on behalf of a participant into an interest-bearing savings account in a bank of savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Both parties understand and agree that the principal and interest shall be distributed by CONTRACTOR to the

participant when he/she leaves the program or earlier, if permitted by THP – Plus guidelines.

- o. Act as a public benefits advocate and assist participants in applying for any public benefits they may be entitled to, such as General Assistance (GA), Food Stamps, Supplemental Security Insurance (SSI), Medi-Cal, etc.
- p. Provide special considerations and assistance for pregnant or parenting participants, which may include, but is not limited to: assistance securing child care, domestic violence concerns, parenting education and support, maternity provisions, and specialized services for children, such as assistance with immunization, well child visits, and school enrollment.
- q. Assist the participant in finding affordable permanent housing during the participant's last six months in the program, if the participant is not already in permanent housing at that time. It is understood by both parties that affordable housing is housing that costs no more than 30 per cent of the participant's gross income.
- r. Provide adult mentors who will follow participants for a minimum of two (2) years following their completion of the THP – Plus program and ensure the provision of aftercare services, which shall include support groups and referrals to community resources, such as individual and group therapy, individual and group instruction, and life skills programs. Both parties understand and agree that these adult mentors may be, but are not limited to, volunteers from the community who commit to ensuring the continued success of the participant.
- s. Continue to conduct outcome evaluations of the participant every six months for two (2) years following the participant's completion of the THP – Plus program and provide reports on these outcome evaluations to COUNTY on a quarterly basis. It is understood by both parties that the participant will earn an incentive to be provided by CONTRACTOR upon the completion of these follow-up evaluations.
- t. Give COUNTY prior notice of at least seven (7) days of intent to discharge the participant unless it is agreed upon with COUNTY that less notice is necessary.

A.5.2 In providing services under THP – PLUS, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with each participant, as specified in ATTACHMENT F – Participant Agreement. CONTRACTOR shall provide to COUNTY a copy of each Participant Agreement it enters into with COUNTY's participants.

A.5.3 ADDITIONAL DUTIES OF CONTRACTOR.

CONTRACTOR further agrees to:

- a. Follow admission requirements related to medical screening, physical examination, medical testing, and immunization.
- b. Develop an understanding of the responsibilities, objectives, and requirements of COUNTY as regards the participant and work collaboratively in planning for the participant.
- c. Maintain communication and coordination with YCHHSD's Children's Services Assistant Program Manager, or his/her designee, as regards services to be provided by CONTRACTOR.
- d. Work toward moving the participant towards self-sufficiency and permanent housing as the participant progresses through the THP – Plus program.
- e. Conform to all legal requirements of the THP – Plus program.
- f. Comply with the regulations promulgated pursuant to the THP – Plus program and, if said regulations are amended or revised, comply with such amendment or revision.
- g. Comply with the findings and recommendations of any audits and/or State reviews.
- h. Cooperate as requested with COUNTY for the purposes of providing statistical information regarding client-based data collection and outcomes relating to the services rendered under this Agreement.
- i. Submit at least one press release to media outlets (local newspaper, radio, newsletter, etc.) describing the THP – Plus program success, including a

description of CONTRACTOR's partnership with COUNTY for this program.

- j. Provide certification that Civil Rights/Non-Discrimination training has been provided to all CONTRACTOR staff within 60 days of contract initiation.
- k. Provide regular on-the-job trainings to CONSULTANT's THP-Plus Program Team members, so that they may better assist the THP – Plus participants. Such trainings will include, but are not limited to:
 - 1) Principles of nutrition, food preparation and storage, and menu planning.
 - 2) Housekeeping and sanitation principles.
 - 3) Provision of client care and supervision, including communication.
 - 4) Availability of community services and resources.

A.5.4. CONTRACTOR's CERTIFICATION REQUIREMENTS.

CONTRACTOR understands and agrees that CONTRACTOR must be in compliance with the requirements of the THP – Plus program regulations as set out in Welfare and Institutions Code Section 16522.1 ss. (h) (1) – (21). Provided below are the 36 requirements for reference:

- a. The THP – Plus program will only serve eligible youth. (Section 16522.1 (a) (1))
- b. The THP – Plus program will not discriminate on the basis of race, gender, sexual orientation, or disability (pursuant to Welfare and Institutions Code Section 16522.1 (a) (1)) and that youths who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medication shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- c. The CONTRACTOR 's THP – Plus program plan includes a description of the THP – Plus application process and selection criteria for participation .
- d. The CONTRACTOR's THP – Plus program plan includes a description of the program and how it will ensure that participants live independently

and accomplish the goals described in the participants' STEP/THP – Plus TILP.

- e. The CONTRACTOR will, with the assistance of a COUNTY designee, assist each participant in the completion of their goals and activities described in their STEP/THP – Plus TILP.
- f. The STEP/THP – Plus TILP is updated for each participant at least annually by the tenant, COUNTY, and other appropriate individuals, as needed to reflect necessary changes.
- g. Participants in the THP – Plus program have the right to be free from arbitrary or capricious rules, the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result), and the right to a grievance procedure.
- h. The participants' right to confidentiality is respected. This right applies to dissemination, storage, retrieval, and acquisition of identifiable information. The CONTRACTOR will not release information about a participant's receipt of services without a written release from the participant.
- i. The participant's right to privacy is respected. Information will be requested of participants only when the information is specifically necessary for the provision of services. Participants in the THP – Plus program will not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- j. Participants in the THP – Plus program will be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- k. Participants in the THP – Plus program are given a choice regarding what services to access and the location of the services (on-site or off-site), as long as the goals of the STEP/THP – Plus TILP are being met.
- l. The CONTRACTOR will comply with California landlord/tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.)

- m. The CONTRACTOR's functions of property management and of service provider shall not be blended. The THP – Plus program plan shall clearly define the roles and responsibilities of each part of the CONTRACTOR's organization.
- n. Criminal record clearances shall be required for all CONTRACTOR employees.
- o. Strict employment criteria will be used by CONTRACTOR regarding any employee's age, drug/alcohol history, experience in working with the population, criminal background, etc...(Section 16522.1(2) (b))
- p. CONTRACTOR shall provide employees training and ensure that all employees are trained and capable of working with former foster youth.
- q. The CONTRACTOR's THP – Plus program shall be clearly distinguishable from those that should be licensed as an Adult Residential Care Facility under Health and Safety Code Section 1502(a) (1) or 1503.5(a).
- r. CONTRACTOR will comply with all applicable Federal, State, and local housing laws and with fire clearance requirements.
- s. Applicable provisions of the Welfare and Institutions Code Section 16522.1 regarding THP – Plus requirements are incorporated into the THP – Plus program plan. There requirements include, but are not limited to, the following:
 - 1) Education requirements (Section 16522.1(h) (1))
 - 2) Work requirements (Section 16522.1(h) (2), Section 16522.1(k))
 - 3) Savings requirements (Section 16522.1(h) (3))
 - 4) Personal safety (Section 16522.1(h) (4))
 - 5) Visitors (Section 16522.1(h) (5))
 - 6) Emergencies (Section 16522.1(h) (6))
 - 7) Medical Requirements (Section 16522.1(h) (7))
 - 8) Disciplinary measures (Section 16522.1(h) (8))
 - 9) Child care (Section 16522.1 (h) (9))
 - 10) Pregnancy (Section 16522.1 (h) (10))
 - 11) Curfew (Section 16522.1 (h) (11))
 - 12) Household cleanliness (Section 16522.1(h) (12))

- 13) Use and system for payment of utilities, telephone, and rent (Section 16522.1 (g))
 - 14) Budgeting (Section 16522.1 (h) (14))
 - 15) Care and disposition of furnishings 9Section 16522.1 (h) (15))
 - 16) Decorating of apartments (Section 16522.1(h) (16))
 - 17) Cars (Section 16522.1(h) (17))
 - 18) Lending or borrowing money (Section 16522.1(h) (19))
 - 19) Dating (Section 16522.1(h) (20))
 - 20) Ground rules for termination. Examples include: harboring runaways, illegal activities, injury to others, causing community disruption or engaging in nuisance behavior (Section 16522.1(h)(21))
- t. The housing provided to participants has reasonable access to schools, employment-appropriate supportive services, shopping, and medical care.
 - u. No more than two participants in the THP – Plus program share a bedroom.
 - v. When funds are retained by the CONTRACTOR on behalf of the participant, CONTRACTOR shall ensure that these funds are deposited in an interest-bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the THP-Plus program, or earlier if permitted by the THP – Plus program guidelines.

A.6 COUNTY's DUTIES AND RESPONSIBILITIES.

The scope of COUNTY's duties and responsible include the following:

- a. To meet the goals of the participant's TILP, coordination between YCHHSD's Independent Living Program and CONTRACTOR's services offered to the participant will be monitored by the YCHHSD's ILP Coordinator to create a seamless transition for the THP – Plus participant.
- b. To assist in 24-hour crisis intervention and support provided by CONTRACTOR, YCHHSD will provide:

- 1) Access to an On-Call professional;
 - 2) Resource referral to Sutter-Yuba Mental Health Services; and
 - 3) 24-hour access to Mental Health Professional.
- c. YCHHSD will use the regular reports on individual participants' progress and outcomes provided by CONTRACTOR to evaluate the effectiveness of its THP – Plus program, using an evaluation framework provided by the California Department of Social Services which will include the following outcomes:
- 1) Educational attainment
 - 2) Career and employment development
 - 3) Vocational training'
 - 4) Job placement and retention
 - 5) Daily living skills
 - 6) Substance abuse prevention
 - 7) Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
 - 8) Housing and household management
 - 9) Consumer and resource use
 - 10) Interpersonal/social and self-development skills
 - 11) Survival skills
 - 12) Computer/Internet skills.

A.7. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.8. MANNER SERVICES ARE TO BE PERFORMED.

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

A.9. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR an amount not to exceed (Written) (\$) during the term of this Agreement. The maximum amount of payment is based upon the total cost of placements using a rate of up to \$2,748.00 per month per individual placement, as agreed upon by both parties using the following procedure:

- a. Prior to placement, CONTRACTOR shall determine the THP Plus Program services to be provided to each participant and submit a completed Individual Participant Fee Schedule and Cost Justification (Attachment G) for each participant to COUNTY for review and approval.
- b. COUNTY shall review each submitted Individual Participant Fee Schedule and Cost Justification and either: 1) indicate approval by the authorized representative signing and dating the document and returning a copy of the approved form to CONTRACTOR or, 2) indicate denial by the authorized representative stating the reason for such denial and signing, dating, and returning a copy of the denied form to CONTRACTOR.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed (Written) (\$) without a formal written amendment to this Agreement approved by both parties.

B.2 FISCAL PROVISIONS.

B2.1 For the months of _____ through _____, CONTRACTOR shall submit monthly detailed invoices for payment of services rendered in the format specified in Attachment H-Invoice Format. Invoices shall be submitted after completion of services or no later than the tenth (10th) day of the month following provision of services. COUNTY understands and agrees that CONTRACTOR may be unavoidable delayed in submitting invoices rendered prior to _____ and agrees to accept those invoices for those months, if submitted no later than the last day of _____. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

B2.1.1 Any participant who received services under the THP-Plus Program for less than the entire month, CONTRACTOR shall determine the amount to be invoiced by prorating the monthly rate for that participant by the number of days in which services were provided for in that month.

B2.2 For the month of June, 201____, CONTRACTOR shall submit a monthly detailed invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the estimated costs of services to be rendered in June, 201____ no later than June 10th. CONTRACTOR shall submit a final detailed invoice based on actual costs of services rendered for June, 201_ no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

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

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

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.13 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.7 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.8 CONFIDENTIALITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

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

C.9 RECORDKEEPING. CONTRACTOR shall maintain fiscal controls using generally accepted practices and shall establish such fiscal controls and funding accounting procedures as required by THP – Plus, the State of California, and COUNTY regulations to assure the proper disbursement or, and account for, funds paid to CONTRACTOR under this AGREEMENT and the THP – Plus program.

C.10 GENERAL ASSURANCE. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of the expenditure of public funds under this Agreement and to avoid any favoritism, questionable, or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

C.11 AUDIT. The following audit requirements shall apply from the effective date of this Agreement until six (6) years after COUNTY's final payment under this Agreement:

- a. CONTRACTOR shall allow COUNTY's authorized representatives to inspect, audit, and copy records as needed to evaluate and verify any invoices, payments, and claims that CONTRACTOR submits to COUNTY or that any payee of CONTRACTOR submits to CONTRACTOR in connection with this Agreement. "Record" includes but is not limited to correspondence, accounting records, subcontractor files, change order files, and other supporting evidence relevant to the invoice, payment, or claim.

- b. The Federal Government, COUNTY, State of California or its designee shall have the right to observe, monitor, and/or evaluate all conditions and activities of CONTRACTOR and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded by this Agreement.
- c. CONTRACTOR shall maintain such program and fiscal records and make such program statistical and fiscal reports as required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding the timely completion and submission of the required reports.
- d. CONTRACTOR agrees to retain all records pertinent to all grants and agreements under THP – Plus, including financial, statistical, property, and participant records and supporting documentation. CONTRACTOR will receive written approval from COUNTY prior to the destruction of any records.

C.12 PROPERTY. Property procured with THP-Plus funds will be used for the purposes of the THP – Plus program. CONTRACTOR will adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property, including an annual physical inventory.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by

CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the

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

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

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

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the

property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully

complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

- | | | |
|---|---|--|
| 1. General Liability:
(including operations,
products and completed
operations.) | <u>\$ 1,000,000</u> | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | <u>\$1,000,000</u> | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |

- | | | |
|---|---------------------------|---|
| 4. Employer's Liability: | <u>\$1,000,000</u> | Each accident, <u>\$1,000,000</u> policy limit bodily injury by disease, <u>\$1,000,000</u> each employee bodily injury by disease. |
| 5. Professional Errors and Omissions Liability (if required): | <u>\$1,000,000</u> | Per occurrence. |

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.6 Sub-Contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

**ATTACHMENT F
PARTICIPANT AGREEMENT**

- F. 1 In providing services under THP – PLUS, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with the participant that details the rights and responsibilities of each party, including, but not limited to, the following:
- a. Specifies commencement and termination dates of the contract which shall coincide with the CONTRACTOR's current Agreement with COUNTY for services under the THP Plus Program. In no event shall the CONTRACTOR's contract with a participant commence prior to the CONTRACTOR's Agreement with COUNTY nor continue beyond the termination date of the CONTRACTOR's Agreement with COUNTY. Further, in no event shall the CONSULTANT's contract with a participant provide any participant more than a cumulative of 24 months of services under the THP Plus Program.
 - b. Specify that in the event that the participant's contract terminates, the participant must reapply for any future services under the THP Plus Program and that any such applications will be accepted on a first come, first serve basis.
 - c. The system for payment of participant's ongoing expenses, such as utilities, telephone, and rent;
 - d. The amount of an adequate allowance to be provided to the participant to purchase food and other necessities;
 - e. The household furnishings to be provided to participant and the terms of disposition of such furnishings when the participant completes the program;
 - f. The process of evaluation of the participant's progress throughout the program and the process of reporting this progress to COUNTY;
 - g. The requirement of each participant under the age of 21 to actively participate in an approved independent living program and, with the assistance of CONTRACTOR, to develop and complete TILP goals and activities;
 - h. Linkage to job training through Workforce Investment Act partners, the One Stop Center, Yuba College, and other appropriate employment resources;
 - i. The acknowledgement that participants may not discriminate on the basis of race, natural origin, gender, sexual orientation, or disability; and

j. The following policies:

- 1) Education Requirements, as described in Provision A.5.1, subsection e. and f. above.
- 2) Work Expectations, as described in Provision A.5.1, subsection h. above.
- 3) Savings Requirements, as described in Provision A.5.1, subsection j. above.
- 4) Personal Safety, which requires that each participant's residence will be locked and windows closed, when the participant is not present and at night.
- 5) Visitation, which allows participants to have visitors, subject to the following guidelines:
 - i. Participants may not have overnight visitors without advance permission from the THP – Plus Team.
 - ii. Participants may have no more than two visitors in the residence without advance permission from the THP – Plus Team.
 - iii. Visitors must leave by the established curfew.
 - iv. Visitors may not participate in any conduct that is disorderly, creates a nuisance, or is illegal.
 - v. Visitors may not be in possession of weapons of any kind.
 - vi. Visitors may not be in possession or under the influence of alcohol. No visitor may be in the possession or under the influence of illicit drugs.
 - vii. Participants are responsible for ensuring that their visitors know and follow the established guidelines.
- 6) Emergencies, which shall specify that, in case of emergency, participants will call 911 and, as soon as practical, notify CONTRACTOR of the nature and disposition of the emergency.
- 7) Medical, which shall specify that the participant is required to have a physical examination annually and a dental examination every six months. This policy shall also require that all medications (over-the-counter and prescription) are to be kept in properly labeled containers and that the participant is responsible for obtaining appropriate instructions from the prescribing physician or the pharmacist to ensure proper handling and self-administration. The policy will also inform the participant that he/she will be requested to sign a release of information for medical information.
- 8) Disciplinary Measures, which will state that discipline will be used to help participants make positive decisions and that consequences for violating THP-Plus program rules will be natural, logical, and progressive and may range from limiting a participant's curfew or visitor privileges up to, and

including, termination from the program. The policy will include the option of constructing a new THP – Plus TILP should problems persist and the participant resists positive and healthy choices. The policy will further inform the participant that discipline will be imposed after CONTRACTOR reviews the violation with the participant and consults with the THP – Plus Program Team and that illegal activities will be reported to the proper authorities and that the participant has the right to be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature.

- 9) Child Care, which specifies that the participant will be primarily responsible for child care and that CONTRACTOR staff will assist the participant in searching out and evaluating child care alternatives.
- 10) Pregnancy, that specifies that education will be offered to the participant on the prevention of unwanted pregnancies and sexually transmitted diseases through abstinence and safe sex practices. Further, the policy shall state that a participant who becomes pregnant may continue the program if progress is maintained and program guidelines are met and that, in that instance, CONTRACTOR staff will assist the participant in obtaining necessary prenatal medical care, parent education, and other appropriate services for pregnant women and new mothers.
- 11) Curfew, which specifies CONTRACTOR guidelines and that may be adjusted by prior arrangement with CONTRACTOR. Additionally, the policy will inform the participant that all participants are required to sleep in their own residence unless prior arrangements have been made with the THP-Plus Program Team.
- 12) Household Cleanliness, which specifies that the participant will maintain a lean living space performing chores including, but not limited to, taking out garbage, washing dishes, vacuuming carpets, sweeping floors, cleaning bathrooms, and washing clothes and that the participant shall allow the THP-Plus Program Team access to their residence for periodic inspections to ensure the premises meet the minimum standards of cleanliness.
- 13) Use of utilities and telephone, if appropriate.
- 14) Budgeting, which specifies that the participant will complete and follow a monthly budget prepared with the assistance of CONTRACTOR staff which will include, but is not limited to, rent, utilities, food, clothing, transportation, and savings. The policy will further state that the budget will specify how much of each item will be subsidized by the THP – Plus program and how much will come from the participant's earnings; with the participant's financial requirement being need-based and determined

by the participant's income, school load, child care, etc. and the goal being to increase the participant's ability and responsibility to live independently.

- 15) Care of Furnishings, which specifies that the participant will be responsible for the reasonable care of all the furnishings in his/her residence.
- 16) Household decorations, if applicable.
- 17) Cars, which specifies that the participant may own and operate a car provided that: 1) the participant has a valid California driver's license; 2) obtains insurance coverage that meets the state mandated minimum requirements, and 3) can demonstrate that the participant can afford this type of expense. The policy will state that CONTRACTOR staff will assist the participant if the participant wishes to acquire a car as part of their budgeting process and help the participant to plan carefully for the expenses of vehicle ownership, including loan payments, insurance, registration, fuel, and maintenance but that, in no event and under no circumstance, do the CONTRACTOR, its officials and board members, and its employees or the COUNTY, its elected officials and board members, and its employees accept any liability for participants who choose to drive.
- 18) Lending or Borrowing Money, which specifies that the participant is responsible for all of their personal debt. Additionally the policy will state that CONTRACTOR will educate the participant on the importance of establishing and keeping a good credit rating and, as part of this training, the participant shall request and review a credit report to make sure the information is accurate. Should any discrepancies be found, appropriate steps will be taken by the participant to clear up the inaccuracy in the credit report.
- 19) Dating, which specifies that the participant may date but must follow all established rules, including curfew, visitors, underage drinking, and abstinence from illicit drugs.
- 20) Grounds for Termination, which states that the intent and goal of the THP – Plus program is to help build, strengthen, and sustain the self-reliance and independence of the participant as the participant transitions into a responsible adult living within the community. Further, that every effort will be made to help the participant make positive choices and that termination or removal of the participant from the program is considered a course of last resort. Additionally, the policy shall state that the decision to remove or terminate a participant from the program will be made in consultation with the THP – Plus Program Team and that violations that could result in termination include, but are not limited to:

- i. Illegal activities, including but not limited to using and/or possessing illicit drugs and underage drinking.
 - ii. Repeated violation of program rules.
 - iii. Lack of effort in achieving educational or vocational goals.
 - iv. Lack of cooperation with the THP – Plus Program Team.
 - v. Behavior that is dangerous to the participant or to others.
 - vi. Continued refusal to take medications – Participants will be encouraged to take medications as prescribed by their doctor. If the failure to take such medications results in destructive or self-injurious behavior, law enforcement will be summoned immediately. Continued refusal by the participant to take medications resulting in destructive behavior may result in termination from the program.
- 21) Due Process, which specifies that services for participants will not be discontinued without due process and only after reviewing the grounds for discontinuance with the participant and in consultation with the THP – Plus Program Team, unless the discontinuance is due to the expiration of the term of the participant’s contract and the participant is required to reapply for any future services under the THP-Plus Program.
- 22) Free from Arbitrary and Capricious Rules, which states that the participant will not be subject to arbitrary or capricious rules and that rules will be made only after consultation with the THP – Plus Program Team. Further, that the justification or rationale for all rules will be explained to the participant and that if a participant feels a rule is arbitrary or capricious, he/she may appeal to the CONTRACTOR or to COUNTY.
- 23) Right to Confidentiality, which states that all information and records obtained from or regarding the participant are confidential and will be held private and that CONTRACTOR shall be responsible for safeguarding the confidentiality and privacy of such information and records.
- 24) Right to Privacy, which states that the participant shall have a right to privacy and that CONTRACTOR will respect that right. Further that, except for an emergency, CONTRACTOR will not enter the participant’s residence without permission; however, it is also understood by all parties that the participant has the responsibility to allow reasonable access under program guidelines.

ATTACHMENT G
INDIVIDUAL PARTICIPANT FEE SCHEDULE AND COST JUSTIFICATION

COUNTY shall reimburse CONTRACTOR up to the maximum amount payable as specified in Attachment B, Provision B.1 BASE CONTRACT FEE for THP-Plus services rendered for (Name of Participant), based upon the following monthly rate agreed upon by both parties. CONTRACTOR understands and agrees that in no event shall the monthly rate of service for the participant exceed \$2,748.00.

Participant:		Provider:	
Effective Date of Rate:		Rate:	
BUDGET			
Personnel Expenses:		Monthly Cost	
	Housing Specialist/Property Manager		
	Social Worker and Social Worker Supervision		
	Payroll Taxes and Benefits		
	Subtotal		
Program Expenses:			
	Rental Subsidy		
	Savings/Emancipation Fund Deposit		
	Grocery, cleaning supplies, etc.		
	Utility Assistance		
	Transportation Assistance		
	Other Program Expenses (i.e. personal necessities, clothing, recreation, laundry, etc.)		
	Subtotal		
Indirect Expenses			
	Indirect Costs *		
Total Budget (Rate)			

*Indirect Costs: Contractor shall provide a breakout of costs, which may include the cost of other program related operating expenses such as: evaluation expenses, audit expenses, office supplies, office rental, insurance, professional development of staff, office utilities, and program management. Total amount claimed for indirect cost shall not exceed 15% of the total costs salaries and benefits claimed for personnel expenses.

_____ Approved

_____ Denied

 Authorized Official for COUNTY

 Date

Reason for Denial: _____

ATTACHMENT H
INVOICE FORMAT

Contractor's Name:
Contractor's Address:
Contact Name & Phone Number:

Period of Service:

Participant Name	Rate	# of Days Prorated if applicable	Amount
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
Invoice Grand Total			_____

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signature

Date

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

The foregoing instrument is a correct copy
of the original on file in this office
ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

By Rachel Herrin, Secretary
Date: March 9, 2010

The County of Yuba

239-13

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



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

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: June 18, 2013

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

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing the Health and Human Services Department to enter into agreement with the California Department of Aging for the MSSP grant for the period of July 1, 2013 through June 30, 2014, and further, authorizing the Chair to accept funds and execute documents as required by the grant is recommended.

BACKGROUND: Since July 2001, Yuba County has entered into agreement with the California Department of Aging for the MSSP grant. The objective of MSSP is to provide services to eligible frail and elderly Yuba County clients in order to avoid or delay institutional placement of these clients in a nursing facility. This is a renewal of the MSSP grant for the period of 2013 through 2014.

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

COMMITTEE: The Human Services Committee recommended approval on June 4, 2013.

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

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

RESOLUTION AUTHORIZING YUBA)	
COUNTY HEALTH AND HUMAN SERVICES)	
DEPARTMENT TO ENTER INTO)	
AGREEMENT WITH THE STATE OF)	
CALIFORNIA FOR THE MULTIPURPOSE)	
SENIOR SERVICES PROGRAM FOR THE)	Resolution No. _____
TERM OF JULY 1, 2013, THROUGH JUNE 30,)	
2014, AND AUTHORIZE THE CHAIR TO)	
EXECUTE DOCUMENTS AS REQUIRED BY)	
THE AGREEMENT AND ANY PERTINENT)	
DOCUMENTS RELATED TO THIS)	
PROGRAM AND TO AUTHORIZE THE)	
ACCEPTANCE OF FUNDS)	
_____)	

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

WHEREAS, it is in the best interests of the residents of the County of Yuba for enable eligible frail and elderly citizens to live independently.

NOW, THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors as follows: Submission of a Standard Agreement (Agreement Number MS-1314-36) to the California Department of Aging for the Multipurpose Senior Services Program grant is hereby authorized.

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

Twenty-Two Thousand, Eight Hundred Twenty Dollars) for the period of July 1, 2013 through June 30, 2014; to execute, upon review and approval of County Counsel, documents as required by the grant contract for the stated period; to authorize and execute the transfer and allocation of funds for the stated period; and further the Chair is granted permission to amend contracts for additional or lesser funding under this grant if the allocation, or a portion thereof, is awarded.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

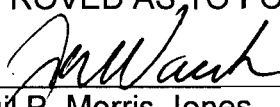
County of Yuba

Chair

ATTEST: DONNA STOTTLEMEYER,
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



Angil P. Morris-Jones,
County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

MS-1314-36

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

2. The term of this Agreement is: July 1, 2013 Through June 30, 2014
3. The maximum amount of this Agreement is: **\$ 222,820**
 Two hundred twenty-two thousand eight hundred twenty and 00/100 dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 10 page(s)

Exhibit B – Budget Detail and Payment Provisions 6 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

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

☒ Exhibit - D* Special Terms and Conditions

AGING-MS-413

Exhibit E – Zipcodes

1 page(s)

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

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

CONTRACTOR

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

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

BY (Authorized Signature)

DATE SIGNED(Do not type)

**APPROVED AS TO FORM**

PRINTED NAME AND TITLE OF PERSON SIGNING

Chair, Yuba County Board of **ANGEL P. MORRIS-JONES**

ADDRESS

PO. Box 2320 MARYSVILLE CA 95901

COUNTY COUNSEL
BY: **STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Dyanne Macias, Manager, Contracts and Business Services Section

ADDRESS

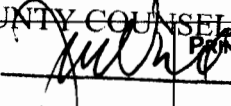
1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
 Services Use Only

☐ Exempt per:

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

CERTIFICATION		
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.		
APPROVED AS TO FORM		
CONTRACTOR/VENDOR NAME: COUNTY of YUBA	ANGIL P. MORRIS-JONES COUNTY COUNSEL	CONTRACT NUMBER: MS-1314-36
AUTHORIZED SIGNATURE:	BY: 	PRINTED NAME AND TITLE OF PERSON SIGNING: Chair, Yuba County Board of Supervisors
<p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none">• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.• all access codes which allow access to confidential information will be properly safeguarded.• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.• CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor.		

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

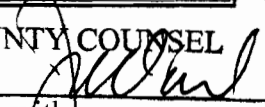
CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization.

CCC-307

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> Yuba County Health and Human Services Department		94-6000549
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Chair, Yuba County Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> YUBA	APPROVED AS TO FORM ANGIL P. MORRIS-JONES COUNTY COUNSEL BY: 

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Exhibit A – Scope of Work

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1314-36 in accordance with this Agreement. The number of client months under this Agreement is 780.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

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

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Section/Unit: Business Services and Contracts	Section/Unit:
Attention: Don Fingado	Attention: Erma Thurman
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: PO. Box 2320 Marysville CA 95901
Phone: (916) 419-7157	Phone: (530) 749-6356
Fax: (916) 928-2500	Fax: (530) 749-6244
Email: don.fingado@aging.ca.gov	Email: ethurman@co.yuba.ca.us

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

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

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

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

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's fiscal intermediary, Xerox State Health Care, LLS (Xerox).

ARTICLE III. MSSP PROGRAM OPERATIONS

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

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to their assigned CDA analyst a copy of the organization chart within 30 days of the execution of this Agreement.
2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in the Waiver. The care management team shall determine client eligibility based on the criteria specified in Article I, Section O,

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

paragraph 2 in Exhibit D, which is attached and hereby incorporated by reference, and assure that appropriate services are provided to the client. This team shall work with the client throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the client and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the client's care plan goals.
4. The contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP site manual as well as participate in required trainings.

B. Care Plan

1. The Contractor's care management team shall conduct the client assessments and work with the client, family, and others to develop a care plan covering the full range of required social and health services. The care management team shall continue to work with the client to assure that she/he is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. The Contractor shall pay allowable claims from authorized subcontractors/vendors of waiver services rendered to clients in conformance with an authorized care plan.

C. Services

1. The Contractor's care management team shall first explore informal support available to the client through family, friends, the volunteer community, and use of available publicly funded services. If the avenues for alternative resources prove insufficient, the care management team may purchase services as authorized under the Waiver with the required documentation. Descriptions of Waiver Services are contained in Exhibit D, Definition of Services Provided Under Waiver, which is attached and hereby incorporated by reference.
2. The Contractor shall maintain written subcontractor/vendor agreements for the following minimum array of Waiver Services at all times during the term of this Agreement:
 - a. Adult Day Support Center (ADSC) and Adult Day Care (ADC)
 - b. Housing Assistance
 - c. Supplemental Personal Care Services
 - d. Care Management

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- e. Respite Care
- f. Transportation
- g. Meal Services
- h. Protective Services
- i. Special Communications

D. Case Files

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

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

E. Management Information Systems (MIS)

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

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- a. Client name, MSSP client number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information
 - b. Tracking of waiver services and costs
 - c. Enrollment and termination dates
 - d. Provider Index Report
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time
 4. Generate reports as required by the State
 5. Submit to CDA by the 5th of the month, the end-of-month client count for the preceding month. The end-of-month client count consists of the number of clients actively enrolled in MSSP on the last (business) day of the reporting month. This does not include client cases closed (or terminated) during the reporting month. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances
 6. Verify all service data within 90 calendar days of the date of service. The Contractor shall submit this data to CDA by the 15th calendar day of the following month (105 days from the end of the month of services)
 7. Submit (Waiver) service claims to the DHCS Medi-Cal Fiscal Intermediary, Xerox, per instructions stated in the Medi-Cal Provider Manual

F. Caseloads

The Contractor shall maintain a caseload of no less than 95 percent or more than 105 percent of the specified annual total "active client count" included in the Scope of Work, Exhibit A, Section 1. In the event of budget reductions, CDA will issue an amendment specifying the revised caseload requirements. Caseloads are categorized as:

1. "Active client count" is the total number of clients served during each month. This will be the number of clients as of the first of the month, plus the number enrolled during the month
2. "Unduplicated client count" is defined as the total number of clients served for the fiscal year at the close of business on the last day of the fiscal year. A client is only counted once, even if the client terminates and re-enrolls during the fiscal year

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

G. Bilingual and Linguistic Program Services

1. Needs Assessment

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

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

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

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

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
- (1) Methodologies used
 - (2) The linguistic and cultural needs of non-English or LEP groups
 - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310)
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement (22 CCR 98310, 98313).

2. Provision of Services

- a. The Contractor shall take reasonable steps based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - (1) Interpreters or bilingual providers and provider staff
 - (2) Contracts with interpreter services
 - (3) Use of telephone interpreter lines
 - (4) Sharing of language assistance materials and services with other providers
 - (5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
 - (6) Referral to culturally and linguistically appropriate community service programs
- c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits (22 CCR 98211).
- d. The Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement (22 CCR 98310).
- e. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor (22 CCR 98324).
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR 98370)

3. Compliance Monitoring

- a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients.
(22 CCR 98310)
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services.
(22 CCR 98310)

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions.
(22 CCR 98314)
4. Notice to Eligible Beneficiaries of Contracted Services
 - a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed.
(22 CCR 98325)
 - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 et seq. (22 CCR 98326)
 - c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (22 CCR 98211, 98310, 98340)

H. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of clients they are charged to serve during medical or natural disasters: a pandemic; earthquake; fire; flood; or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients in the event of natural disasters or other public emergencies.
3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors/vendors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.
4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- b. Techniques to obtain vital information from older individuals who require emergency assistance
 - c. Written emergency procedures for all staff that have contact with older individuals
- 5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
- 6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

I. Other Provisions

- 1. A client ceases to be a "client" and the Contractor is relieved of all obligations to provide and arrange for services to him/her under this Agreement when the client has been given ten (10) days prior notice of termination, where appropriate, and when the client has exhausted his/her appeal rights.
- 2. The Contractor shall administer a subcontractor/vendor appeal and adjudication process. This process shall assure fair consideration and disposition of subcontractor/vendor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor; there is no level of review by CDA. The Contractor's subcontractor/vendor appeal and adjudication process must be included in all subcontractor/vendor contracts.
- 3. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that client inquiries and requests for service(s) receive prompt response.
- 4. "Catchment Area", defining the region to be served under this Agreement, is attached hereto as part of Exhibit E and is incorporated by reference.
- 5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontractor/vendor agreements.
- 6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
- 7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief within 35 days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

ARTICLE I. INVOICING AND PAYMENT

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

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

- 1. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total Contract amount. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and this Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA
- 2. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, DHCS or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request
- 3. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
- 4. Repayment of advances will be recovered from claims submitted to the DHCS fiscal intermediary, Xerox, after January 1st of each fiscal year and be collected at 50 percent of each claim submitted until the amount advanced is repaid. If the Contractor has insufficient client enrollment to permit repayment of the advance for that year through claims submitted to the DHCS fiscal intermediary, the Contractor may at any time be required to repay to DHCS all or any part of the funds

ARTICLE I. INVOICING AND PAYMENT (Continued)

advanced hereunder to ensure that the unliquidated balance of the advance payment is repaid

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with the Scope of Work, Exhibit A, of this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

In State:

- Mileage-
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) –
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure when DHCS or CDA determine: costs are not in compliance with this Agreement; are unrelated or inappropriate to contract activities; inadequate supporting documentation is presented; prior approval was required but was either not requested or not granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2013-14

ARTICLE II. FUNDS (Continued)

5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
 1. The Contractor or subcontractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 92.22(l)] for administrative expenses.
 2. Non-profits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
 - a. The recipients receive less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and nonfederal cash resources.

ARTICLE III. BUDGET AND BUDGET REVISION

- A. Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

B. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
 - a. Terminate the Contract pursuant to Exhibit D, Article XIII, A
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
 2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.
- C. The Contractor shall be reimbursed for expenses only as itemized in the approved Site Budget, which is attached and hereby incorporated into this exhibit.
- D. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.
- E. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contract. Indirect costs shall not exceed 15 percent of direct salaries plus benefits.
- F. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the amount is greater than 5 percent. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. The contractor must obtain prior written approval from CDA to transfer funds out of the waiver service category.
- H. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the

ARTICLE IV. DEFAULT PROVISIONS (Continued)

unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

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



Legal Entity Name	Yuba County Health and Human Services Department		Site Number	36	Date Submitted to CDA/ESSP	25-Feb-13
Fiscal Year 2013-2014						
A. Care Management						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	SWCM	Knox	\$52,762	0.000%	0.820	\$43,265
2	PHN	Sesek	\$75,286	0.000%	0.500	\$37,633
3			\$0	0.000%	0.000	\$0
4			\$0	0.000%	0.000	\$0
5			\$0	0.000%	0.000	\$0
6			\$0	0.000%	0.000	\$0
7			\$0	0.000%	0.000	\$0
8			\$0	0.000%	0.000	\$0
9			\$0	0.000%	0.000	\$0
10			\$0	0.000%	0.000	\$0
11			\$0	0.000%	0.000	\$0
12			\$0	0.000%	0.000	\$0
13			\$0	0.000%	0.000	\$0
14			\$0	0.000%	0.000	\$0
15			\$0	0.000%	0.000	\$0
16			\$0	0.000%	0.000	\$0
17			\$0	0.000%	0.000	\$0
18			\$0	0.000%	0.000	\$0
19			\$0	0.000%	0.000	\$0
20			\$0	0.000%	0.000	\$0
21			\$0	0.000%	0.000	\$0
22			\$0	0.000%	0.000	\$0
23			\$0	0.000%	0.000	\$0
24			\$0	0.000%	0.000	\$0
25			\$0	0.000%	0.000	\$0
26	Subtotal Care Management Salaries					\$80,898
27	Care Management Benefits					\$21,322
28	Total Care Management (CM) FTE 1.32					
29	Total Care Management					\$102,220
B. Care Management Support/Administration						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Site Administrator	Baker	\$112,886	0.000%	0.050	\$5,644
31	SCM	McCleary	\$77,331	0.000%	0.100	\$7,733
32	Clerical Support	Paterno	\$35,583	0.000%	0.235	\$8,382
33			\$0	0.000%	0.000	\$0
34			\$0	0.000%	0.000	\$0
35			\$0	0.000%	0.000	\$0
36			\$0	0.000%	0.000	\$0
37			\$0	0.000%	0.000	\$0
38			\$0	0.000%	0.000	\$0
39			\$0	0.000%	0.000	\$0
40			\$0	0.000%	0.000	\$0
41			\$0	0.000%	0.000	\$0
42	Subtotal CMS/Administration Salaries					\$21,729
43	CMS/Administration Benefits					\$9,306
44	Total CMS/Administration FTE 0.385					
45	Total CMS/Administration Salaries					\$31,035
C. Operating Costs						
46	Communications, Postage, Reprographics					\$1,693
47	Consultation, Professional Services					\$733
48	Equipment Cost equal to or greater than \$500 per Unit					\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$3,923
50	Facility, Rent & Operations	Unit Cost per Square Foot/Week	Square Feet	Utilities		\$14,311
51	Insurance					\$733
52	Library Purchases, Membership Dues, Subscriptions					\$468
53	Recruitment Costs					\$0
54	Temporary Help					\$0
55	Training without Associated Travel Costs					\$200
56	Travel					\$984
57	Indirect Costs (Indirect Costs/Base) - 15% maximum			8%		\$10,947
58	Base = Salaries & Benefits (29)+(45)					\$133,255
59						\$0
60						\$0
61	Total CMS/Administration Operating Costs					\$33,859
62	Total CMS/Admin (45)+(61)					\$64,895
63	Total Waived Services					\$55,705
D. Total Budget Amounts						
64	Fiscal Year 2013-2014 ((29)+(62)+(63))					\$222,820
By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.						
Full Name		Title	Date	Check box to indicate agreement with information provided in report.		
Shirley Baker		Site Director	February 26, 2013	<input checked="" type="checkbox"/>		
Approved by:		Date				
For CDA Use Only.		2/28/13				
Analyst Signature		Date				

3/10/13
MB

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

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

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

- O. "Xerox" means Xerox State Health Care, LLC, the Medi-Cal fiscal intermediary.
- P. "OMB" means federal Office of Management and Budget.
- Q. Multipurpose Senior Services Program Medi-Cal Qualified.

<u>AID</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
<u>CODE</u>		

1. CASH GRANT

10	AGED	SSI/SSP Aid to the Aged – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons age 65 or older.
20	BLIND	SSI/SSP Aid to the Blind – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy blind persons of any age.
60	DISABLED	SSI/SSP Aid to the Disabled – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons who meet the federal definition of disability.

2. PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS

***16	AGED	Aid to the Aged-Pickle Eligibles – Persons age 65 or older who were eligible for and receiving SSI/SSP and Title II Benefits concurrently in any month since April, 1977, and were subsequently discontinued from SSI/SSP but would be eligible to receive SSI/SSP if their Title II cost-of-living increases were disregarded. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with the provisions of the <u>Lynch v. Rank</u> lawsuit.
***26	BLIND	Aid to the Blind-Pickle Eligibles – Persons who meet the federal criteria for blindness and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See aid code 16 for definition of Pickle Eligibles.

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

***66 DISABLED Aid to the Disabled-Pickle Eligibles –
Persons who meet the federal definition of disability
and are covered by the provision of the Lynch v. Rank
lawsuit. See aid code 16 for definition of Pickle
Eligibles.

**NOTE: This also includes persons who were discontinued from cash grant
status due to the 20 percent Social Security increase under Public Law 32-336.
These persons are eligible for Medi-Cal benefits as public assistance recipients
in accordance with CCR, Title 22, Section 50247.

3. MEDICALLY NEEDY, NO SHARE OF COST

<u>AID</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
<u>CODE</u>		

14	AGED-MN	Aid to the Aged-Medically Needy – Persons age 65 or older who do not wish or are not eligible for a cash grant but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
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24	BLIND-MN	Aid to the Blind-Medically Needy – Persons who meet the federal definition of disability and do not wish or are not eligible for a cash grant, but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
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64	DISABLED- MN	Aid to the Disabled-Medically Needy – Persons who meet the federal definition of disability and do not wish or are not eligible for a cash grant, but are eligible for Medi-Cal only. No Share of cost required of the beneficiaries.
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4. MEDICALLY NEEDY, SHARE OF COST

17	AGED-MN SOC	Aid to the Aged-Medically Needy, Share of cost- See Aid Code 14 for definition of AGED-MN. Share of cost is required of the beneficiaries.
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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

<u>AID</u> <u>CODE</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
27	BLIND-MN SOC	Aid to the Blind-Medically Needy, Share of cost- See Aid Code 24 for definition of BLIND-MN. Share of cost is required of the beneficiaries.
67	DISABLED MN-SOC	Aid to the Disabled-Medically Needy, Share of Cost – See Aid Code 64 for definition of Disabled-MN. Share of cost is required of the beneficiaries.

***NOTE: As a result of the implementation of the IHSS Plus waiver, the special program codes of 1F, 2F, and 6F that were paired with the 17, 27, and 67 aid codes are no longer valid Medi-Cal aid codes as of November 1, 2005. MSSP sites are only required to serve clients with the aid codes of 17, 27, or 67 who were active as of November 1, 2005 or were subsequently re-determined into aid codes 17, 27 or 67.

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

1H	AGED	Aged persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this new program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal.
6H	DISABLED	Disabled persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal.

6. INSTITUTIONAL DEEMING

1X	NO SOC	Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules.
1Y	SOC	Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of

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

spousal impoverishment rules. Share of cost is required of the beneficiaries. These recipients are identified apart from the regular Medi-Cal SOC population by the Special Program Aid Code of 1F.

7. CONTINUED ELIGIBILITY – REDETERMINATION

<u>AID</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
<u>CODE</u>		

1E	AGED	Continued eligibility for the Aged - Former SSI beneficiaries who are aged until the county redetermines their eligibility.
2E	BLIND	Continued eligibility for the Blind - Former SSI beneficiaries who are blind until the county redetermines their eligibility.
6E	DISABLED	Continued eligibility for the Disabled - Discontinued SSI beneficiaries who are disabled until the county redetermines their eligibility.

8. CONTINUED ELIGIBILITY – REDETERMINATION

1D	AGED	Continued eligibility for the Aged – Discontinued IHSS Residual beneficiaries who are aged until the county redetermines their eligibility.
2D	BLIND	Continued eligibility for the Blind Discontinued IHSS Residual beneficiaries who are blind until the county redetermines their eligibility.
6D	DISABLED	Continued eligibility for the Disabled - Discontinued IHSS Residual beneficiaries who are disabled until the county redetermines their eligibility.

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

P. Definition of Services Provided Under the Waiver

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915 (c) Home- and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

1. **ADULT DAY SUPPORT CENTER (1.0):** This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:
 - Need, but do not have, a caretaker available during the day
 - Are isolated and in need of social stimulation
 - Need a protective setting for social interaction
 - Need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.
2. **ADULT DAY CARE (1.1):** Will be provided to MSSP clients who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the client's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons 18 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.
3. **HOUSING ASSISTANCE (2.2, 2.3, 2.4, 2.5 AND 2.6):** These services are necessary to ensure the health, welfare, and safety of the client in his or her physical residence or home setting. As specified in the client's plan of care, services may include provision of physical adaptations and assistive

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

devices, emergency assistance in situations which demand relocation and assistance to restore utility service. Housing Assistance services include:

- a. **MINOR HOME REPAIRS AND MAINTENANCE (2.2):** Minor Home Repairs do not involve major structural changes or repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special client needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.
- b. **NONMEDICAL HOME EQUIPMENT (2.3):** Includes those assistive devices, appliances and supplies which are necessary to assure the client's health, safety and independence. This service includes the purchase or repair of nonmedical home equipment and appliances such as refrigerators, stoves, microwave ovens, blenders, kitchenware, heaters, air conditioners, fans, washing machines, dryers, vacuum cleaners, furniture (i.e., couches, lamps, tables, chairs mattresses, bedding, and emergency supply kits and goods) under the following circumstances:
 - i. The client is receiving Deinstitutional Care Management services, and the items are required to facilitate discharge from the institution to a community residence
 - ii. The client's assessment identifies the need for this service including how it is a necessary support if the client is to remain in the community, and the care plan specifies the required item(s)
 - iii. In either circumstance, the following criteria must be met and documented in the case record:

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

- (a). The items are unobtainable through other resources, and their purchase would be a financial hardship for the client
 - (b). The items are necessary to preserve the client's health, improve functional ability and assure maximum independence, thereby preventing elevation to a higher level of care and avoiding more costly institutionalization
 - c. **EMERGENCY MOVE (2.4):** Involves facilitating a smooth transition from one living situation to another. Eligible clients are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the client's possessions. Activities may include materials and labor necessary for such moves.
 - d. **EMERGENCY UTILITY SERVICE (2.5):** Allows for payment of utilities only when the client has no other resources to meet this need. Additionally, the client must be at risk to receive a shut-off notice and the potential shut off of utility services would place the health and safety of the client in jeopardy.
 - e. **TEMPORARY LODGING (2.6):** Allows for payment of hotel or motel lodging for those clients, usually from rural areas, who must travel long distances and stay overnight for medical treatments not available in their home area. Lodging rates shall not exceed State per diem limits; these limits vary depending on geographic area.
4. **SUPPLEMENTAL CHORE (3.1):** Is for purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the Elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

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

This service is for purposes of household support for those services above and beyond those available through the State Plan. Examples include:

- a. The MSSP client has not yet been assessed for IHSS, and needs services in the interim until IHSS services can be arranged
- b. The regular IHSS provider is not available, and IHSS cannot provide a substitute
- c. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, every effort will be made to negotiate with IHSS towards an increase in those services before authorizing expenditure of waiver funds

5. **SUPPLEMENTAL PERSONAL CARE (3.2):** This service is provided to individuals whose needs exceed the maximum amount available under the State Plan or who are temporarily without a provider. This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL). These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Client instruction in self-care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves.

Purchase of personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship. These items include supplies not covered under the State Plan.

When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

When a personal care service is to be performed by an unlicensed health care worker permissible duties will be limited to those allowed by the

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

worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification, if applicable.

Personal care service providers may be paid while the client is institutionalized. This payment is made to retain the services of the care provider and is limited to seven (7) calendar days per institutionalization.

6. **SUPPLEMENTAL HEALTH CARE (3.3):** Addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.
7. **SUPPLEMENTAL PROTECTIVE SUPERVISION (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the client's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.
8. **SUPPLEMENTAL PROFESSIONAL CARE ASSISTANCE (3.9):** This service is covered by Medicare and requires the client to have a skilled need and physician's order on file. Supplemental professional care assistance is a comprehensive skilled service delivered by a certified home health aide (CHHA). The CHHA works under the supervision of a registered nurse employed by a certified home health agency.
9. **CARE MANAGEMENT:** Assists clients in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the client's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of client level of care and the monthly review of plans of care.

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

- a. **SITE-PROVIDED CARE MANAGEMENT (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based clients with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow up components of the program. Although the primary care manager will be either a senior services counselor or health practitioner, both professionals will be fully utilized in carrying out the various case management functions. Care records must document all client contact activity each month.
 - b. **PURCHASED CARE MANAGEMENT (4.3):** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients have the right to request care management by qualified outside subcontractors/vendors. In some cases of temporary need, the site may retain an outside subcontractor/vendor to provide the services of a care manager. If either of these two situations arises, the site must ensure that there is no overlap between Site- Provided Care Management (50) and Purchased Care Management (4.3). Any duplication of these services will be subject to recovery and will be collected through formal channels administered by DHCS Payment Systems Division, Recovery Section. Additional case-specific resources may be purchased from social, legal/ paralegal specialists in the community in order to augment the resources and skills of site-based case managers. Examples include the purchase of more skilled diagnostic and consultant services by social, and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public benefits or assistance are also covered.
10. **DEINSTITUTIONAL CARE MANAGEMENT (DCM) (4.6):** This service is used ONLY with individuals who are institutionalized. It allows care management and waiver services to begin up to 180 days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

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

- a. Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community
- b. Where an established MSSP client is institutionalized and MSSP services are necessary for the person to be discharged back into the community

In either situation, all services (monthly Administration and Care Management, plus any purchased services) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the waiver, all services provided are combined into one unit of DCM and billed at the end of the month the decision is made to cease MSSP activity.

11. **RESPIRE (5.1, 5.2):** The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the client's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver.

As dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

12. **TRANSPORTATION (6.3 [ESCORT, HOUR] AND 6.4 [ONE-WAY TRIP]):** These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Medicaid Plan which is limited to medical services or clients who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

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

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for the elderly and handicapped).

Escort services will be provided when necessary to assure the safe transport of the client. Escort services may be authorized for those clients who cannot manage to travel alone, and require assistance beyond what is normally offered by the transportation provider. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

13. **NUTRITIONAL SERVICES (7.1, 7.2, and 7.3):** These services may be provided daily, but are not to constitute a full nutritional regimen (three meals a day). [42 CFR 440.180 (b)]
 - a. **CONGREGATE MEALS (7.1):** Meals served in congregate meal settings for clients who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress, due to losses associated with aging. This service should be available to MSSP clients through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.
 - b. **HOME DELIVERED MEALS (7.2):** Meals for clients who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

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

- c. **Food (7.3):** Provision of food staples is limited to purchase of food to facilitate and support a client's return home following institutionalization, and to food purchases which are medically required.

If oral nutrition supplements (ONS) are to be purchased using waiver service funds, the following actions must occur and be documented in the client record:

- The NCM must assess the client's nutritional needs and determine that an ONS is advisable
- The use of home-prepared drinks/supplements did not benefit the client's health
- All other options for payment of an ONS have been exhausted (client, family, etc.)

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three months. If an ONS needs to be continued beyond the three month timeframe, a physician order must be obtained.

Since an ONS is no longer a covered Medi-Cal benefit for most clients, sites are **not** required to submit a TAR or obtain a denial. The physician order must be renewed on an annual basis or as needed.

14. **PROTECTIVE SERVICES (8.3, 8.4, and 8.5):** These services include protection for clients who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.
- a. **SOCIAL SUPPORT (8.3):** Includes periodic telephone contact, visiting or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for client participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the client's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some clients' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful

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

relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

- b. **THERAPEUTIC COUNSELING (8.4):** Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the client's care plan.

The MSSP has found that therapeutic counseling is essential for preventing some clients from being placed in a nursing facility (NF).

This service may be utilized in situations where clients or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the client in the community, or allow the client to cope with increasing impairment or loss.

- c. **MONEY MANAGEMENT (8.5):** This service assists the client with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

- 15. **COMMUNICATIONS SERVICES (9.1 and 9.2):** Clients who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the client's plan of care.

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

- a. **COMMUNICATION/TRANSLATION/INTERPRETATION (9.1):** The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking clients, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

- b. **COMMUNICATION/DEVICE (9.2):** The rental/purchase of 24-hour emergency assistive services, or installation of a telephone, to assist in communication (excluding monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those clients who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

- i. 24-hour answering/paging
- ii. Beepers
- iii. Medic-alert type bracelets/pendants,
- iv. Intercoms
- v. Life-lines
- vi. Wander-alerts
- vii. Monitoring services
- viii. Light fixture adaptations (blinking lights, etc.)
- ix. Telephone adaptive devices not available from the telephone company
- x. Other electronic devices/services designed for emergency assistance.

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the client has no telephone, or for the isolated client who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the client has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

1. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. The Contractor agrees to make reasonable efforts to ensure that all subcontractors/vendors are properly licensed, certified, or have valid permits for the services being provided.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964)

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC. Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion,

ARTICLE II. ASSURANCES (Continued)

age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).
4. The Contractor agrees to include these requirements in all vendor/subcontractor agreements it enters into with vendors/subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors/vendors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties.
2. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CDA and such conflict may constitute grounds for termination of the Agreement.
3. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to void this Agreement without liability, or at its discretion to deduct from the

ARTICLE II. ASSURANCES (Continued)

Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State Income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors/vendors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)
 - b. Davis-Bacon Act (40 USC 276a-7) (29 CFR, Part 5)
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8)
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When a Contract or vendor agreement provides funding for construction and non-construction activities, the Contractor or vendor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

For Contracts in excess of \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)
2. Clean Water Act, as amended (33 USC 1368)

ARTICLE II. ASSURANCES (Continued)

3. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.)
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Presidential Executive Order 11738).
5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors/vendors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default
2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either the Contractor or Contractor's subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor/vendors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of an approved resolution, order, or motion referencing this Agreement

ARTICLE II. ASSURANCES (Continued)

number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number. These documents must also identify the action taken.

2. Documentation in the form of a resolution, order, or motion by the Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the entity's Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. The staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be either a public entity or private non-profit corporation. If a private nonprofit corporation, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors/vendors providing services under this Agreement shall be of sound financial status. Any private subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure of a corporation to maintain good standing with the Secretary of the State of California shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting/vendor corporation shall result in suspension or termination of the subcontract/vendor agreement until satisfactory status is restored.

N. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

ARTICLE II. ASSURANCES (Continued)

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts or vendor agreements at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services to clients.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, CA 95834.

ARTICLE IV. COMMENCEMENT OF WORK

The Contractor shall not begin work in advance of receiving written notice that the contract is approved. Work performed in advance of approval may be considered as having been done at the Contractor's risk as a mere volunteer and the State has no obligation to pay for work performed in advance of approval of the Agreement.

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS

- A. The Contractor is responsible for carrying out the terms of the Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any subcontractor/vendor agreements. The Contractor shall not delegate or

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS (Continued)

contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.

- B. In the event any subcontractor/vendor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XXI, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontractor/vendor agreements for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California.
- E. Copies of subcontractor/vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors/vendors in accordance with Article XII of this Exhibit D, Section E.
- G. The Contractor shall require language in all subcontractor/vendor agreements to require all subcontractors/vendors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor/vendor in the performance of this Contract.
- H. The Contractor shall ensure that all potential vendors of Waiver Services complete a CDA-approved Vendor Application. The subcontractor/vendor selection process shall be based upon equitable criteria, provide for adequate publicity, screen out potential subcontractor/vendors who are not qualified to provide the needed services, and provide for awards to the lowest responsible and responsive bidder(s). Vendor Agreements for Waived Services shall consist of standard format language consistent with this Contract.
- I. Subcontractor/Vendor Agreements shall require all vendors to report immediately in writing to the Contractor any incidents of fraud or abuse to clients, in the delivery of services, in subcontractor/vendor operations.
- J. The Contractor shall require language in all subcontractor/vendor agreements to require all subcontractors/vendors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS (Continued)

1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5.

- K. The Contractor shall require all subcontractor/vendor agreements to comply with the HIPAA Business Associate requirements as it appropriately relates to services rendered.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "FINAL ACCOUNTING RECONCILIATION" (CDA Closeout) to the audited financial statements, letters of agreement, insurance documentation in accordance with Article XII of this Exhibit, Memorandums and/or Letters of Understanding and client records) of its activities and expenditures hereunder in a form satisfactory to CDA and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or DHCS' Audit Branch; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement or by Sections B and C of this Article; or (3) for such longer period as CDA deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another Contractor as directed by CDA.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- E. The Contractor agrees that CDA or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records,

ARTICLE VI. RECORDS (Continued)

accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. The Contractor further agrees to maintain such records for a period of three (3) years or for such a longer period as CDA deems necessary after final payment under the Agreement and until after CDA's Audit Branch has completed an audit.

- F. Client records are to be kept as long as the case is open and active. Following termination, client records will be maintained for a period of six (6) years following the year of case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. REPORTS

- A. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:

1. Quarterly Status Reports

- a. Reports are due no later than the 30th of the month, following the close of the quarter. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances
- b. Reports are a snapshot of the last day of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:
 - Care Management Staffing –Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements
 - Care Management Activity –Including staff turnover, training, quality assurance, client/vendor grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans, client/vendor satisfaction surveys, policy changes, and contract compliance regarding contracted caseload
 - Management Information System –Problems/issues with the Xerox billing system and Xerox technical support
 - Fiscal –Quarterly Waiver Cost Monitoring Report
 - Caseload Count

ARTICLE VII. REPORTS (Continued)

- Staff Roster
- Self-Certified Training

2. Ad Hoc Reports

The Contractor shall submit Ad Hoc Reports as may be required from time to time by CDA. Typical subject areas may include, but are not limited to:

- a. General site operations
- b. Facility and equipment
- c. Emergency care
- d. Availability of care
- e. Client satisfaction
- f. MIS operations
- g. Administrative procedures
- h. Database
- i. Possible noncompliance with this Agreement
- j. Fiscal year closeout

3. Fiscal Closeout Reports

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

- a. Final Accounting Reconciliation form
- b. Closeout Budget
- c. Fiscal Summary Report for the State
- d. Report of Property Furnished/Purchased with Agreement Funds (cumulative CDA 32)
- e. Copy of any Request to Dispose of Property (CDA 248)

CDA will transmit specific closeout instructions to the Contractor in the spring. Closeout reports are due on or before close of business on May 31 of each fiscal year.

4. Monthly Client Count

Reports are due on the 5th of each month. CDA may grant a waiver of the deadline date based on extenuating circumstances.

- B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

ARTICLE VIII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement. All purchases of property not listed in the budget require written approval from CDA.

ARTICLE VIII. PROPERTY (Continued)

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements in Section E below:
1. Has a normal useful life of at least 1 year
 2. Has a unit acquisition cost of at least \$500; (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit.
 3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with CDA funds, and submit electronically to CDA, annually with the Closeout, a cumulative inventory of all property furnished or purchased by the contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version (Excel) of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department, to report property to the Department.

The Contractor shall record the following information when property is acquired:

1. Date purchased – month and year on purchase order or date acquired by transfer.
2. Item/property description (include model number)
3. CDA tag number or other tag identifying it as CDA property

ARTICLE VIII. PROPERTY (Continued)

4. Serial number (if applicable)
 5. Purchase cost or other basis of valuation
 6. Fund source
- F. All reportable property must be physically inventoried on a bi-annual basis.
- G. Disposal of Property
1. Prior to disposal of any property listed on the CDA 32 that was purchased by the Contractor or the subcontractor/vendor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the contractor on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
 2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, photocopiers, faxes, and laptops.
- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. CDA reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by the parties.
- J. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to CDA. CDA reserves the right to require the Contractor to transfer such property to another entity, or to CDA.

ARTICLE VIII. PROPERTY (Continued)

- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, CDA will issue specific written disposition instructions to the Contractor.
- M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of CDA for other purposes in this order:
 - 1. Another CDA program providing the same or similar service or
 - 2. Another CDA-funded program
- N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- O. The Contractor or vendor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Contractor shall include the provisions contained in this Article in all its subcontractor/vendor agreements issued under this Agreement.
- R. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP clients.

ARTICLE IX. ACCESS

The Contractor shall provide access to the federal or State Contractor agency, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or vendor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor assures CDA that it will include this requirement in its subcontractor/vendor agreements or subcontracts.

ARTICLE X. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, and inspections of project premises, as appropriate, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any program, and administrative staff (fiscal, etc.) available during any scheduled process.

ARTICLE XI. AUDIT

- A. The Contractors that expend \$500,000 or more in Federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the : California Department of Aging, Attn: Audit Branch, 1300 National Drive, Suite 200, Sacramento, CA 95834. A copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period whichever occurs first, or, unless a longer period is agreed to in advance by the cognizant or oversight agency.
- B. The Contractor shall perform a reconciliation of the "Final Accounting Reconciliation" (CDA Closeout) to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars.
- D. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
- E. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.
- F. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- G. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- J. The Contractor agrees that CDA, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required and until after CDA's Audit Branch has completed an audit. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract/vendor

ARTICLE XI. AUDIT (Continued)

agreement related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

- K. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE XII. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by CDA in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation contractors and subcontractors/vendors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 – 15
 - \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium

ARTICLE XII. INSURANCE (Continued)

2. The Certificate of Insurance shall provide that the "Department of Aging", State of California, its officers, agents, employees, and servants are included as additional insured, with respect to work performed for the State of California under this Agreement. Professional liability coverage is exempt from this requirement
 3. CDA shall be named the certificate holder and the address must be listed on the certificate
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least 30 days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' compensation liabilities, and if appropriate, auto liability including non-owned auto and/or professional liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and CDA harmless. The subcontractors'/vendors' Certificate of Insurance shall also have the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

ARTICLE XIII. TERMINATION AND TRANSITION PLAN

- A. Termination
1. Termination Without Cause
 - a. The State may terminate performance of work under this Agreement, in whole or in part, without cause if the State determines that a termination is in the State's interest. The State shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective 30 days from the

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

delivery of the Notice of Termination. The Parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.

- b. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination
2. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the contract
3. Terminate all subcontracts/vendor agreements to the extent they relate to the work terminated
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause)
5. Submit a Transition Plan as specified in Section B of this Article XIII

2. Termination for Cause

- a. The State may, by written notice of termination to the Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:
 1. In case of threat of life, health or safety of the public (termination of Agreement shall be effective immediately)
 2. A violation of the law or failure to comply with any condition of this Agreement
 3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
 4. Failure to comply with reporting requirements
 5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by the Department or evidence of a

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

financial condition that endangers performance of this Agreement and/or the loss of other funding sources

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
 7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
 8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
 9. The commission of an act of bankruptcy
 10. Finding of debarment or suspension, Article II J
 11. The Contractor's organizational structure has materially changed
- b. Termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken, the date of termination, the reason for such action and, any conditions of the termination, including the requirement of a transition plan as identified in Section B of this Article XIII. The notice shall also inform the contractor of any right to appeal such decision to the State and of the procedure for doing so.
3. Notice of Termination by Contractor
- The Contractor shall give the Department written Notice of Intent to Terminate at least 180 days prior to the proposed effective date of termination. The notice shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, the Department will work with the Contractor to terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.
4. The Contractor's Obligations Upon Notice of Termination
- a. In the event of termination or anticipated termination of this Agreement, in full or in part, the Contractor shall take immediate steps to ensure the health and safety of clients in the MSSP program managed by the Contractor. Contractor agrees to cooperate in any and all efforts to refer MSSP clients to other local

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

- agencies in order to maintain continuity of services required for each client.
- b. The Contractor shall provide adequate staff and vendor agreements to provide services to clients during the course of client transition to another MSSP site.
 - c. The Contractor shall deliver updated client records to the subsequent MSSP contractor or as directed by CDA upon notice by CDA.
 - d. The Contractor shall provide a current needs assessment for each of its clients to the subsequent MSSP contractor or as directed by CDA.
 - e. The Contractor shall, with assistance from CDA, develop a written Transition Plan, to locate alternative services for each client through another MSSP site or community agency in accordance with Section B of this Article.
 - f. The Contractor shall be responsible for providing all necessary client services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to clients prior to such expiration or termination.
 - g. A full accounting and closeout of the Contractor's existing budget will be required. While it is recognized that the Contractor will require funding to continue client services and operations at a reduced level until the termination of this Agreement, the Contractor and CDA agree that it is also necessary to transfer funding to those MSSP sites that will be assuming responsibility for clients of the Contractor. Therefore, upon demand of CDA, the Contractor will immediately execute a contract amendment to return funds not anticipated to be required for remaining operations.
 - h. The Contractor shall make available copies of medical records, patient files, and other pertinent information, including information maintained by any subcontractor/vendor, necessary for efficient care management of clients, as determined by CDA. Costs of reproduction will be authorized by CDA as an approved expenditure of local assistance administrative funds. In no circumstances will a Medi-Cal beneficiary be billed for this service.

B. Transition Plan

- 1. The Contractor shall submit a Transition Plan to the State within 15 days of delivery of the written Notice to Terminate the Contract. The Transition

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

Plan must be approved by CDA and shall, at a minimum, include the following:

- a. Current client count and identifying client information upon request
 - b. Description of how clients will be notified about the change in their MSSP provider
 - c. Plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services
 - d. Plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals
 - e. Plan to evaluate health and safety of clients in order to assure appropriate placement
 - f. Plan to transfer confidential medical and client records to a new contractor or care management agency
 - g. Plan for adequate staff to provide continued care through the term of the Contract
 - h. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract
 - i. Additional information as necessary to effect a safe transition of clients to other MSSP or community care management programs
2. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
 3. If the Contractor fails to provide and implement a transition plan as required by Section B of this Article XIII, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.
 4. Phase-out Requirements
 - a. Phase-out for this Contract will consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
 - b. Phase-out for the Contract will consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

other services provided to clients pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.

- c. All data and information provided by the Contractor shall be accompanied by letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

ARTICLE XIV. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to, and not in derogation of, any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XVI. REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVII. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, or overnight mail, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department.
- C. A change in a contractor's Site Director requires that a notice be addressed to the MSSP Branch Chief. This notice shall be on the contractor's letter head, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.

ARTICLE XVII. NOTICES

- D. All other notices with the exception of those identified above shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Branch, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVIII. APPEAL PROCESS

In the event of an Agreement dispute or grievance regarding the terms and conditions of this Agreement both parties shall abide by the following procedures:

- A. The Contractor should first discuss the problem informally with the designated CDA Program Analyst. If the problem is not resolved, the Contractor must, within 15 working days of the failed attempt to resolve the dispute with the CDA Program Analyst, submit a written complaint together with any evidence to the Division Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports the Contractor's position, and the remedy sought. The Deputy Director shall, within 15 working days after receipt of the Contractor's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Article XVII of this Agreement. Should the Contractor disagree with the decision of the Division Deputy Director, the Contractor may appeal the decision to the Chief Deputy Director of the California Department of Aging.
- B. The Contractor's appeal of the Division Deputy Director must be submitted within ten (10) working days from the date of the decision of the Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within 20 working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor to review the issues raised on appeal. The Chief Deputy Director shall issue a final written decision within 15 working days of such meeting.
- C. The Contractor may appeal the final decision of the Chief Deputy Director in accordance with the procedures set forth in Title 1 of the California Code of Regulations, Section 1200.
- D. The Contractor shall continue to carry out the obligations under this Agreement during any dispute. Costs incurred by the Contractor or vendor for administrative/court review are not reimbursable by the Department.

ARTICLE XIX. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XIX. DEPARTMENT CONTACT (Continued)

- B. The Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section. 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34).

Information assets include (but are not limited to):

1. Information collected and/or accessed in the administration of the State programs and services
2. Information stored in any media form, paper or electronic

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, and notebook computers) and /or portable electronic storage media (including, but not limited to, discs, thumb, flash drives, and portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, State driver's license or State

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

identification number, financial account numbers, symbols or other identifying characteristics assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor agrees to provide ongoing education and training, at least annually, for all employees and subcontractors who handle personal, sensitive or confidential information. The Contractor's employees and subcontractors will complete the Security Awareness Training module located on the Department's website, www.aging.ca.gov within 30 days of the start date of this Agreement or within 30 days of the start date of any new employee or subcontractor. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. The Contractor shall maintain documentation of training and education provided to their staff and/or subcontractors.
3. All employees, volunteers and subcontractors/vendors who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

E. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024 Form) with this Agreement. This is to ensure that the Contractors/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

F. Software Maintenance

The Contractor shall apply security patches and upgrades, and keep virus software up-to-date on all systems on which State data may be used.

G. The Contractor agrees to comply with the privacy and security requirements of HIPAA as specified in this Agreement.

1. Recitals

- a. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- b. The California Department of Aging (CDA) and/or the California Department of Health Care Services (DHCS) wish to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- d. Under this Agreement, the Contractor is the Business Associate of DHCS/CDA and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS/CDA and uses or discloses PHI.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- e. DHCS/CDA and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- f. The purpose of the Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- g. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

2. Permitted Uses and Disclosures of PHI by Business Associate.

- a. Except as otherwise indicated in this Article, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS/CDA, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS/CDA.
- b. Except as otherwise indicated in this Article, Business Associate may: use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- c. Use PHI to provide data aggregation services to services to DHCS/CDA. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS/CDA with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS/CDA.

3. Responsibilities of Business Associate.

Business Associate agrees:

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- a. To not use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- b. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHCS/CDA; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS/CDA with information concerning such safeguards as DHCS/CDA may reasonably request from time to time.
- c. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- d. To report to DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement.
- e. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHCS/CDA, agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Article into each subcontract or award to such agents or subcontractors.
- f. To provide access as DHCS/CDA may require, and in the time and manner designated by DHCS/CDA (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS/CDA (or, as directed by DHCS/CDA), to an individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHCS/CDA that includes medical and billing records about individuals; enrollment, payment, claims adjudication, and

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

case or medical management systems maintained for DHCS/CDA health plans; or those records used to make decisions about individuals on behalf of DHCS/CDA.

- g. To make any amendment(s) to PHI that DHCS/CDA directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHCS/CDA.
- h. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS/CDA, or created or received by Business Associate on behalf of DHCS/CDA, available to DHCS/CDA or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS/CDA or by the Secretary, for purposes of determining DHCS/CDA's compliance with the HIPAA regulations.
- i. To document and make available to DHCS/CDA or (at the direction of DHCS/CDA) to an individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- j. During the term of this Agreement, to notify DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach, or unauthorized use or disclosure of PHI, and provide a written report of the investigation to the DHCS Privacy Officer within 15 working days of the discovery of the breach or unauthorized use at:

Privacy Officer
C/o Office of Legal Services
California Department of Health Care Services
P.O. Box 942732
Sacramento, CA 94234-7320

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

- k. To train and use reasonable measures to ensure compliance with the requirements of this Article by employees who assist in the performance of functions or activities on behalf of DHCS/CDA under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Article, including termination of employment.

4. Obligations of DHCS/CDA.

DHCS/CDA agrees to:

- a. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:
<http://www.DHCS.ca.gov/hipaa>.
- b. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- c. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS/CDA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS/CDA.

5. Audits, Inspection and Enforcement

From time to time, DHCS/CDA may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Article. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DHCS/CDA Privacy Officer in writing. The fact that DHCS/CDA inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

Associate of its responsibility to comply with this Article, nor does DHCS/CDA's:

- a. Failure to detect or
- b. Detection, but failure to notify the Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of DHCS/CDA's enforcement rights under this Agreement.

6. Termination.

- a. Upon DHCS/CDA's knowledge of a material breach of this Article by Business Associate, DHCS/CDA shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS/CDA
 - (ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Article and cure is not possible or
 - (iii) If neither cure nor termination are feasible, the DHCS/CDA Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services
- b. DHCS/CDA may terminate this Agreement, effective immediately, if
 - (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate has been joined.
- c. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS/CDA (or created or received by Business Associate on behalf of DHCS/CDA) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Article to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous Provisions.

- a. DHCS/CDA makes no warranty or representation that compliance by Business Associate with this Article, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- b. The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS/CDA's request, Business Associate agrees to promptly enter into negotiations with DHCS/CDA concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHCS/CDA may terminate this Agreement upon 30 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by DHCS/CDA pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS/CDA in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- c. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS/CDA at no cost to DHCS/CDA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS/CDA, its directors, officers or

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

- d. Nothing express or implied in the terms and conditions of this Article is intended to confer, nor shall anything herein confer, upon any person other than DHCS/CDA or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
 - e. The terms and conditions in this Article shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Article shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
 - f. A reference in the terms and conditions of this to a section in the HIPAA regulations means the section as in effect or as amended.
 - g. The respective rights and obligations of Business Associate under Section 6.C of this Article shall survive the termination or expiration of this Agreement.
 - h. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- H. Provisions of this Article shall be included in all contracts of both the contractor/vendor and the subcontractors/vendors where either PHI, confidential, personal, or sensitive information is obtained during the course of carrying out the obligations of this Agreement or any sub-Agreements related to the services required in this Agreement.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

- 1. If any material funded by this Agreement is subject to copyright, CDA reserves the right to copyright such material, and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA (Continued)

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, CDA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

B. Rights in Data

1. The Contractor shall not spend or encumber funds covered by this Agreement on research or publications; or any activities, staff, products, or materials, including analysis and services, supporting research, and publications, unless expressly authorized by the terms of this Agreement. The Contractor shall not publish any document or materials produced or resulting from activities supported by this Agreement unless the copy of the final draft for publication has been sent to the Director of CDA, for approval, at least 60 days before it is to be printed.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. The State may use, duplicate, or disclose in any manner and have or permit others to do so, subject to State and federal law, all subject data delivered under this Agreement.
4. Materials published by or transferred to the Contractor shall: (a) contract from the California Department of Aging; (b) give the name of the state "The materials or product were a result of a project funded by a entity the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging, and that the publication may not be based upon or inclusive of all raw data. "

Exhibit E
Catchment Area
Zip Codes

Yuba County Health and Human Services Department

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

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STAFF REPORT

DATE: June 6, 2013

TO: The Honorable Andy Vasquez, Chairman
Members of the Yuba County Board of Supervisors

FROM: Brynda Stranix, District Director
Yuba-Sutter Economic Development District

SUBJECT: Yuba-Sutter Economic Development District
2013-2014 Comprehensive Economic Development Strategy (CEDS)

BACKGROUND

The updated 2013-2014 Comprehensive Economic Development Strategy (CEDS) was presented to Yuba County Board of Supervisors for approval and adoption May 21, 2013 by Yuba-Sutter Economic Development District. The Board approved the CEDS by resolution 2013-56.

Supervisor Griego requested an amendment to the Yuba County Action Plan within the CEDS to reflect the county's goals in developing and sustaining multimodal transportation delivery modes.

DISCUSSION

Yuba-Sutter Economic Development District amended the 2013-2014 CEDS to include the addition of:

Yuba County Goal 4: Develop and improve alternative and multimodal distribution infrastructure to complement existing rail and truck transportation methods, and to develop sustainable delivery modes for manufacturing, freight, transport, logistics and warehouse industries in Yuba County.

FISCAL IMPACT

We anticipate no fiscal impact as a result of this agenda item.

ACTION REQUESTED

Approve and adopt the 2013-2014 Comprehensive Economic Development Strategy Yuba County Action Plan amendment and authorize its submittal to the United States Department of Commerce, Economic Development Administration as set out in the resolution before you.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA, STATE OF CALIFORNIA

RESOLUTION APPROVING THE)
AMENDMENT TO THE YUBA COUNTY)
ACTION PLAN WITHIN THE 2013-2014)
COMPREHENSIVE ECONOMIC)
DEVELOPMENT STRATEGY FOR)
THE YUBA-SUTTER ECONOMIC)
DEVELOPMENT DISTRICT AS)
PREPARED AND RECOMMENDED BY)
YUBA-SUTTER ECONOMIC)
DEVELOPMENT CORPORATION.)

RESOLUTION NO. _____

WHEREAS, Yuba-Sutter Economic Development District presented the 2013-2014 Comprehensive Economic Development Strategy (CEDS) to Yuba County Board of Supervisors May 21, 2013 for approval and adoption by resolution 2013-56; and

WHEREAS, the Board of Supervisors requested an amendment to the Yuba County Action Plan within the CEDS; and

WHEREAS, said amendment is to include the addition of Yuba County Goal 4: Develop and improve alternative and multimodal distribution infrastructure to complement existing rail and truck transportation methods, and to develop sustainable delivery modes for manufacturing, freight, transport, logistics and warehouse industries in Yuba County;

NOW THEREFORE BE IT RESOLVED, that the Yuba County Board of Supervisors, after reviewing said CEDS amendment, hereby approves the amendment and authorizes its submittal to the Economic Development Administration.

Passed and adopted this ____ day of _____ 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: Clerk of the Board of Supervisors
Donna Stottlemeyer

Chairman

APPROVED AS TO FORM:
County Counsel Angil Morris-Jones



Yuba County Action Plan

No updates to the action plan for Yuba County, Linda County Water District, Olivehurst Public Utilities District or Yuba County Airport were made; updates to Reclamation District 784 projects were made.

GOAL 1: Promote new commercial and industrial development to balance residential development and provide process and manufacturing opportunities for local agricultural commodities, generate revenues, and create local jobs and services for residents by directing public investments in ways that encourage infill, reuse, and intensification of key activity centers and corridors.

RD1	S	Regional Drainage Facility This public works project will provide regional drainage and pumping for the North Arboga Study Area, Plumas Lake Specific Plan Area and Pump Station No. 10. Pump Station 10 is under construction and will provide supervisory control and data acquisition (SCADA) electronic controls. Two additional basins are in planning and other phases await funding.	\$	6,000,000
Y1	S	North Beale Road Revitalization Improvements This public works project consists of implementing the road improvements recommended by the East Linda Revitalization Plan which consists of sidewalks, landscaped medians, street lighting, and parking that would improve the safety of the road for motorists, bicyclists and pedestrians as well as improve the appearance of the road corridor to help attract new and retain existing businesses.	\$	10,000,000
Y2	S	Yuba South Basin Levee Protection This project includes four phases to improve 29 miles of levees along the Yuba River, Feather River, Bear River and Western Pacific Interceptor Canal with the goal of achieving 200-year flood protection for South Yuba County. The first construction work was initiated in September 2004. Phase 1, 2, 3 and a portion of Phase 4 have been completed and certified to meet FEMA requirements. Funding for the improvements are from State Proposition 13 and Proposition 1E, local development fees and landowners, local development fees, Reclamation District 784, Yuba County and the Yuba County Water Agency.	\$	400,000,000
OPUD1	M	Replace Aging/ Failing Water Infrastructure OPUD currently has a great deal of steel water main in Olivehurst. The aging steel main fails regularly due to corrosion.	\$	900,000
OPUD2	M	Mary/ George/ Harvey Sewer and Water Improvements, Olivehurst A public works project that would help in an area with limited water service and no sewer service. This area has chronic problems with septic tank failures and private well contamination.	\$	950,000
OPUD3	M	Well No. 1 and 4 Water Treatment Plant Sludge Handling Upgrade The Nos. 1 and 4 wells water treatment plant currently discharges its iron and manganese that is removed from the potable water into the sanitary sewer system. Due to limits imposed by the state for the discharge from the wastewater treatment plant for iron and manganese OPUD cannot continue to discharge the iron and manganese into the sewer at the current rates and must cease altogether. OPUD would have limited use of a water treatment plant that could potentially serve many new industrial customers in the Melody and Furneaux areas. OPUD will need to lease a small portion of land from the county adjacent to the plant to the west and build a backwash tank to properly collect and dispose of the iron and manganese sludge.	\$	1,000,000
RD2	M	Upper Lateral 15 Bingham Canal Improvements This public works project would replace culvert crossings under county roads that are substandard to improve drainage in the West Linda area and would eliminate need for	\$	1,700,000

the Health and Human Services building detention basin.

Y3	M East Linda Detention Basin	\$ 4,000,000
	This public works project would expand an existing detention pond to serve East Linda and is referred to within the South Yuba County Drainage Plan.	
RD3	M Lateral 15 Improvements	\$ 2,800,000
	This public works project would improve the main Reclamation District 784 lateral that provides drainage for the North Arboga Study Area and Plumas Lake area, and will widen and deepen existing channels to meet future drainage capacity.	
RD4	M East Linda Drainage	\$ 4,500,000
	This public works project would construct a detention pond at Edgewater and replace the Avondale pump station at Rupert. The project improves drainage west of Hammon-ton-Smartsville Road through west Linda by mitigating upstream peak flows. The system would also address flooding issues along the Lindhurst Avenue commercial corridor.	
LOWD1	M Linda Avenue/ Griffith Water Treatment	\$ 5,000,000
	This Linda County Water District project would construct Well No. 17 and a water treatment facility at Linda Avenue at Griffith, to serve the East Linda Specific Plan area.	
Y4	M Erle Road Interchange	\$ 15,000,000
	This public works project would upgrade and expand an existing interchange facility at Erle Road and Highway 70 to provide greater capacity.	
Y5	M Highway 70/ Feather River Boulevard	\$ 18,000,000
	This public works project would provide public interchange access to the Plumas Lake Specific Plan area.	
RD5	L Upper Lateral 13 Improvements	\$ 1,050,000
	This public works project would provide drainage improvements for the northern portion of the Plumas Lake Specific Plan area between Elia Road and Plumas Lake Golf Course and consists of channel improvements and culvert crossing replacements and improvements.	
RD6	L Pump Station No. 7 Upgrades	\$ 1,200,000
	This public works project would provide upgrades to Pump Station No. 7 with SCADA electronic system and redundant pumping to serve Wal-Mart, Feather River Center and the commercial area in Linda.	
RD7	L Pump Station No. 10 Upgrades	\$ 1,500,000
	This public works project would upgrade Pump Station No. 10; provide backup power, and redundant pump for the facility serving the central Plumas Lake Specific Plan area.	
RD8	L Pump Station No. 9 Upgrades	\$ 1,800,000
	This public works project would provide redundant pumping, backup generation and SCADA electronic system to existing Pump No. 9 as required by FEMA for operation during storm events and would protect West Linda and the Lindhurst Avenue commercial area.	
RD9	L Plumas Lake Pond Improvements	\$ 2,750,000
	This public works project would obtain right of ways and channel improvements to convey 100-year storm runoff flows for central Plumas Lake adjacent to the Plumas Lake Golf Course.	

RD10	L	RD784 Facility Relocation and Command Center This public works project would relocate Reclamation District 784 offices and headquarters above the level of potential levee breach to Anderson Road and the new set-back levee. The new site would create a command center and radio tower to serve a drainage and emergency services communication network for police, fire and emergency medical services in the south Yuba and Sutter counties area.	\$	3,000,000
RD11	L	West Linda Detention Basin and Pumping Station This public works project will modify the existing low-lying area into a detention basin and create a pumping station to handle drainage within the West Linda area and create a multi-use recreational field/park that benefits existing low-income residents and businesses.	\$	4,500,000
Y6	L	Yuba River Parkway This public works project would construct a four-lane arterial around the easterly side of Marysville through the East Linda Specific Plan from Highway 65 at McGowan Parkway to Highway 20 at Plantz Road.	\$	150,000,000
GOAL 2: Develop the Highway 65 corridor and Sports and Entertainment Zone area.				
OPUD4	S	Rancho Road/ Highway 65 Commercial and Industrial Area This public works project is necessary to provide a sewer and water line to properties in and around the Rancho Road/ Highway 65 industrial properties to support current and future industrial park development plans.	\$	15,000,000
OPUD5	M	Purple-Pipe Transmission Line in the Rancho Road area OPUD has a fully-compliant waste water treatment facility; discharge water could be used as reclaimed water for irrigation. The reclaimed water could be used for irrigation in the Rancho Road business area or the Magnolia Ranch development area. OPUD would seek grant funding to fund a purple-pipe transmission line to either or both of these two areas. OPUD could provide reclaimed water at a lower price than potable water and would save capacity for potable by not using potable for irrigation. All users of the reclaimed water would realize a savings: parks, landscape strips and schools and, if extended, residences.	\$	2,000,000
Y7	M	Highway 70/ Plumas-Arboga Interchange □ Phase 2 This public works project would link Phase 1 of the Highway 70/ Plumas-Arboga Interchange to the eastern Phase 2 component of the interchange to include a Union Pacific Railroad overpass.	\$	14,000,000
Y8	L	Highway 65 Regional Wastewater Treatment Plant This public works project would provide a new wastewater treatment facility located in the Highway 65 corridor near the Sports and Entertainment Zone area capable of supplementing and/or replacing the existing wastewater treatment plant.	\$	80,000,000
GOAL 3: Continue development of infrastructure to support the success of Yuba County Airport and its airport industrial parks as a strategy to increase the available acreage for industrial/ business park development.				
YA1	S	Site Improvements to Industrial Park Sites No. 3 and 4 This public works project would improve the streets, drainage, and sewer facilities. Eleventh Avenue would be extended from Arboga Road into the airport and Aviation Way would connect Arboga Road to Eleventh Avenue and Sky Harbor Drive, providing access to 30 acres of industrial property.	\$	750,000
YA2	M	Site Improvements to Industrial Park Site No. 2 This public works project would provide street improvements, sewer system improvements, and water system improvements in order to provide access to 14 aviation-related corporate hangar lots, 10 acres of industrial property, and provide emergency	\$	850,000

access to the ~~Alameda~~ crosswind runway. The project area has wetlands issues to address.

YA3	M On-Site and Off-Site Improvements to Industrial Park No. 2	\$	1,500,000
	This project would connect the road that ends at Skyway Drive to a 30-acre industrial park and provide an access road, curbs, gutters, and drainage facilities necessary to serve Industrial Park No. 2.		
YA4	M Yuba County Airport Terminal Building	\$	1,500,000
	This public works project would construct a new 12,000-square-foot Yuba County Airport terminal building. This building would include a parking lot, sewage system, street improvements and landscaping.		
YA5	M Relocate Airport Drainage Ditch	\$	2,500,000
	This would relocate a major drainage ditch that currently cuts through industrial properties, limiting their use. The project proposes to realign the ditch along a new access road allowing a clear security separation for the airport and industrial areas and provides the ability to market additional industrial properties for new capital investment and new employment opportunities.		

GOAL 4: Develop and improve alternative and multimodal distribution infrastructure to complement existing rail and truck transportation methods, and to develop sustainable delivery modes for manufacturing, freight, transport, logistics and warehouse industries in Yuba County.

No projects at this time.



COUNTY
DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



242-13

749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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

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

PLANNING
749-5470 • Fax 749-5434

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

To: Yuba County Board of Supervisors

From: Michael Lee, Public Works Director

A handwritten signature in black ink, appearing to read "Michael Lee", is written over the "From:" line.

Date: June 18, 2013

Subject: Marysville Road Embankment Failure (Slipout) Near the Intersection of Moonshine Road

Recommendation:

Receive update on the Marysville Road Slipout near Moonshine Road, including a repair alternatives analysis, and based on available funding select Alternative 2, Repair Embankment in place with Engineered Geo-stabilization.

Adopt resolution authorizing the Public Works Director to: 1) enter into a grant agreement with the Yuba County Water Agency for \$1,166,512 to cover the construction contract cost of the slipout repair, upon review and approval from County Counsel; and 2) enter into a contract with Staples Construction Company, Inc. for \$1,166,512 to repair the Marysville Road slipout, utilizing the National Joint Powers Alliance, upon review and approval from County Counsel.

Background:

Marysville Road is one of the County's arterial roadways, provides a connection between several small foothill communities, is a link between Highways 20 & 49, and provides access to two national forests as well as New Bullards Bar Reservoir. When New Bullards Bar Dam was constructed, a sizeable portion of Marysville Road required re-alignment to accommodate the reservoir. Upon completion of the new roadway alignment, the County accepted it into the County's maintained mileage. Over the past 40 years since this acceptance, the County has incurred annual maintenance costs as well as periodic costs such as pavement rehabilitation and emergency repairs for this new roadway alignment.

While the County receives fuel tax money to help maintain our 654 miles of maintained mileage, the funding is nowhere near adequate to cover the needs of these roads, and especially not for the new Marysville Road alignment. A good case in point on this funding shortfall is a portion of Marysville Road approximately ¼ mile southwest of the intersection of

Moonshine Road (see attached exhibit) where a sizeable slipout has occurred. This particular section of roadway was re-aligned during the building of New Bullards Bar Dam, and was constructed on a manmade earthen fill section over 45' high. Starting in January 2011, the County discovered that a roughly 250' long stretch of the embankment was failing and had sloughed off, creating a 20' vertical drop along the edge of the roadway. Due to the safety hazard caused by the failure, Public Works acted immediately to restore the failed section of embankment to its original condition. The cost of this repair totaled nearly \$300,000 and since the failure was not associated with a natural disaster, repairs were not eligible for reimbursement from state or federal emergency response funds (such as FEMA or FHWA). The total cost burden had to be covered by the County's fuel tax revenues, which meant that a sizeable portion of the revenues to cover 654 miles of roadway was spent on less than 0.10 miles of roadway.

Discussion:

Since restoring the failed embankment on Marysville Road in 2011 to its originally designed configuration, the embankment has begun to fail a second time. The failure is a slow creep (of up to 1 inch per day) as opposed to the rapid failure that occurred in 2011, however it is still a failure that needs to be addressed. Upon notice of the second failure, Public Works initiated a traffic control plan with barriers to keep traffic on the opposing lane (furthest from the slip plane) as well as stop signs to reduce the potential of the traveling public being affected if the slow creep turned into a rapid failure and a portion of the roadway was lost. In addition, due to the reoccurrence of failure at the same location, Public Works contracted with a geotechnical engineering firm (Taber) to drill and test the embankment material as well as the underlying native soils. It was discovered through this testing that continuing with the original design will ultimately result in subsequent failures. Taber opined that the originally designed Marysville Road realignment project was destined to fail at this location. It wasn't a matter of if, but when.

Upon discovering this information, Public Works immediately began evaluating a range of remediation alternatives for your Board's consideration.

Alternative 1: Allow failure to continue while monitoring movement; close road if/when needed.

While the geotechnical experts have concluded the embankment supporting the road is destined to fail, there is the slight chance that the sloughing of the embankment may stop prior to losing the road. By waiting out the failure, there is a potential to save money, however at some point the failure may cause closure of the road and create a need for a lengthy detour route that involves using Highways 20 & 49 through Nevada County (no short detours) and still require a repair that may cost more than the other alternatives currently available.

Alt. 1 Cost: Minimal, can be absorbed within existing Public Works budget.

Alternative 2: Repair embankment in place with engineered geo-stabilization.

The most promising in-place remediation option appears to be a method referred to as soil nails. Basically, hundreds of up to 30' long "nails" would be shot into the embankment and then tied together with a layer of shotcrete (sprayed concrete) covering the embankment in the area of failure. Repairs under this concept could be initiated and completed in 4 to 6 months, would not require road closure, and would have minor environmental documents/permits. This schedule could be accelerated to 3-4 months if we utilize the National Joint Powers Alliance discussed in more detail in the Recommended Alternative section. Although the repairs are engineered and carry a 5 year performance guarantee, there is some risk of future embankment failure at this or an immediately adjacent location.

Alt. 2 Cost: \$1.2 Million, includes design costs

Alternative 3: Realign ½-mile portion of roadway to more stable ground.

The existing roadway alignment at the location of the slipout is straight and relatively flat. To achieve such an alignment in a mountainous area required a substantially tall embankment. This alternative would essentially put a set of curves back into the roadway by realigning an approximately ½-mile long portion of the road to the west where there are more stable native soils. Most of the realigned roadway would be on Tahoe National Forest lands as well as a small portion on private lands. Creating a new portion of roadway on virgin federal land will require right of way acquisition, environmental documents and permitting, as well as design. Due to these additional steps plus a longer duration of construction than Alternative 2, this Alternative would likely take until the summer of 2014 to complete even if initiated now. Alternative 3 creates a more permanent and tangible solution with less uncertainty or chance of future failure than Alternative 2 (unknown life-expectancy associated with complex geo-stabilized embankment). However, it will provide a less desirable roadway alignment due to the additional curves.

Alt 3. Cost: \$1.5 - 2 Million construction cost, plus design and right of way costs

Alternative 4: Remove embankment and replace with a bridge.

This alternative would remove the uncertainty associated with the embankment and replace the roadway in the same alignment with a traditional bridge. This would negate the need to acquire right of way and reduce environmental permitting when compared to Alternative 3, however the roadway would need to be closed during construction creating a lengthy detour. Due to the need to complete a bridge design and then bid, coupled with the length of construction, this Alternative would likely take until fall of 2014 to complete.

Alt. 4 Cost: \$2 -3 Million, plus design costs

Recommended Alternative:

Considering the costs associated with the various alternatives, without funding help, Public Works would be forced to recommend Alternative 1. We simply do not have enough room in our budget to absorb \$1 million plus. However, since the road was originally built to accommodate Bullards Bar Dam and YCWA relies heavily on Marysville Road for the maintenance of its facilities (as well as those recreating at the reservoir), Public Works approached YCWA with a request to fund the needed road repairs. YCWA staff is recommending to the YCWA Board at its meeting on June 11, 2013, to approve a grant for Public Works to implement Alternative 2, Repair Embankment in-place with Engineered Geostabilization. If this funding is approved, Public Works is recommending to your Board to approve Alternative 2 as the most cost-effective, least public-inconvenience repair methodology for the Marysville Road slipout.

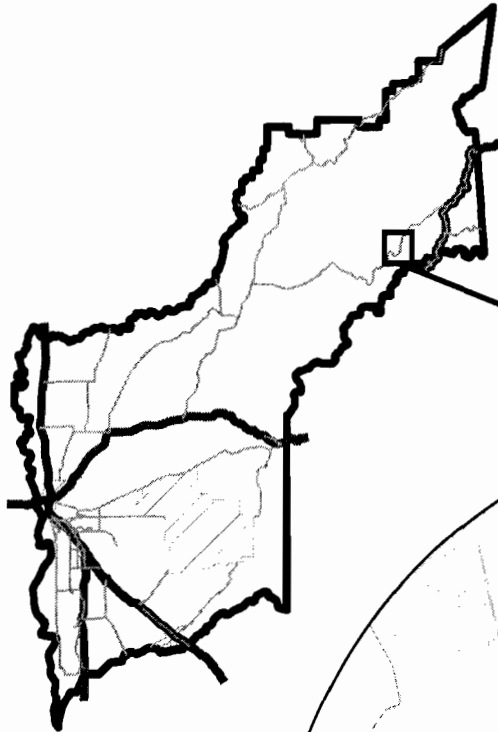
To meet an accelerated timeframe that would allow completion of construction by the end of this summer, Public Works is proposing to hire Staples Construction Company, Inc. through the National Joint Powers Alliance (NJPA). The NJPA is a national service cooperative that creates a business and service alliance between buyers and suppliers to obtain more competitive pricing and choice than individual purchasers might be able to obtain on their own. Essentially, there is a master list of approved contract items with associated unit prices developed for our local area. The contractor selects the appropriate tasks from the master list and multiplies the unit price by the required quantities. By doing this, we can avoid a lengthy bidding process, and design work for the repair is included in the cost of the repair.

Committee Action:

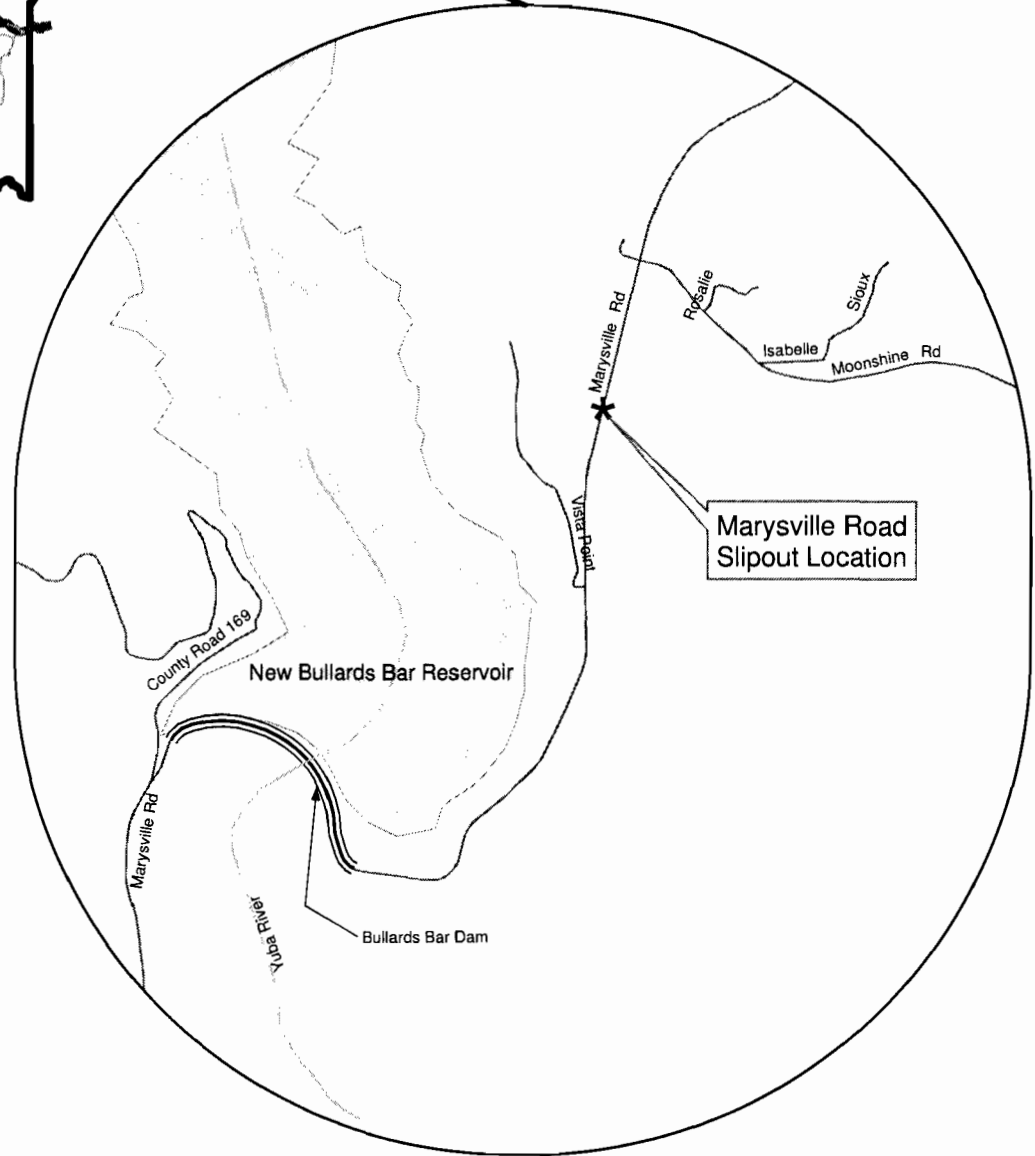
Due to the nature of the request, and this matter previously being discussed with your Board when failure began to occur, this item is being presented directly to the full Board.

Fiscal Impact:

If funding is provided by YCWA, Public Works is recommending Alternative 2. The current bid schedule provided by Staples for Alternative 2 is \$1,166,512. Public Works has requested a grant from YCWA for this amount. Final expenditures and/or cost overruns (change orders) will be presented to YCWA and your Board at the end of the project to clean up final accounting and close out the project.



REGIONAL MAP



SLIPOUT LOCATION

YUBA COUNTY PUBLIC WORKS

LOCATION MAP

MARYSVILLE ROAD SLIPOUT
1.1 MILE NORTH OF BULLARDS BAR DAM

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

**A RESOLUTION ACCEPTING)
GRANT AGREEMENT FROM THE)
YUBA COUNTY WATER AGENCY)
TO COVER THE CONSTRUCTION)
COST OF THE MARYSVILLE ROAD)
SLIPOUT REPAIR, AND AWARDED)
A CONTRACT FOR SAID WORK TO)
STAPLES CONSTRUCTION)
COMPANY, INC. FOR \$1,166,512)
UTILIZING THE NATIONAL JOINT)
POWERS ALLIANCE, AND)
AUTHORIZING PUBLIC WORKS)
DIRECTOR TO SIGN FOR AND)
ADMINISTER BOTH CONTRACTS)**

RESOLUTION NO. _____

WHEREAS, in 2011 an embankment slipout approximately 250 feet long occurred on Marysville Road, approximately ¼ mile southwest of Moonshine Road;

WHEREAS, Public Works does not currently have sufficient funds to cover the cost of repairing the slipout and as such approached the Yuba County Water Agency for a grant since this portion of road was built as part of the Bullards Bar Dam project;

WHEREAS, the Yuba County Water Agency has agreed to award a grant to Yuba County in the amount of \$1,166,512 for repairing the slipout;

WHEREAS, Public Works obtained a construction cost for the slipout repairs from Staples Construction Company, Inc., utilizing the National Joint Powers Alliance, in the amount of \$1,166,512;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba does hereby accept a grant from the Yuba County Water Agency for \$1,166,512 to fund the repair of the Marysville Road slipout.

BE IT FURTHER RESOLVED that the Board of Supervisors finds it in the best interest of the County to award a contract to Staples Construction Company, Inc., utilizing the National Joint Powers Alliance, in the amount of \$1,166,512 for repair of the Marysville Road slipout;

BE IT FURTHER RESOLVED that the Public Works Director of Yuba County is hereby authorized to sign and execute the Grant Agreement and construction contract, upon review and approval of County Counsel, and any and all documents necessary to administer said grant and contract on behalf of the County.

PASSED AND ADOPTED this _____ day of _____
2013, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

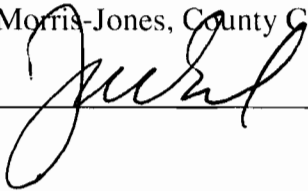
ABSTAIN:

ATTEST: Donna Stottlemeyer
Clerk of the Board

By: _____

Chair

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel

By:  _____

The County of Yuba



Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
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 tcarlquist@co.yuba.ca.us

TO: BOARD OF SUPERVISORS
 FROM: ROBERT BENDORF, COUNTY ADMINISTRATOR *RB*
 RE: PROPOSED BUDGET FOR FY 2013-2014
 DATE: JUNE 18, 2013

RECOMMENDATIONS

It is recommended that the Board of Supervisors:

1. Receive presentation from the County Administrator on the Proposed Budget for FY 2013-2014.
2. Accept the Proposed Budget for FY 2013-2014 and direct staff to make available copies for public review.
3. Adopt the Proposed Budget for FY 2013-2014 as the County's interim spending plan, including position allocation changes, pending formal adoption of the Final Budget.
4. Acknowledge that;
 - a. The Proposed Budget is balanced with estimated revenues and the use of limited one-time funds, therefore is not structurally balanced.
 - b. Actions by the State of California may require adjustments to the Proposed Budget as adopted by the Board.
 - c. Restoration of Proposed Budget reductions will require equivalent reductions in funds from other County priorities.
5. Set dates for FY 2013-2014 Budget Workshops of August 13th and August 20th.
6. Set public hearings for September 17th – 24th for adoption of the Final Budget.

BACKGROUND / DISCUSSION

In January of this year, as reported to the Board of Supervisors, the estimated deficit for the General Fund was stated as approximately 2.8 million dollars. A majority of the deficit is due to salary increases for most of the workforce, increases in health and pension costs, minimal or static general fund revenue levels, and the use of "one-time" funds. The following amounts do not reflect non-general fund impacts:

Health Insurance / Salary / Pension Cost Increases	\$ 2,290,065
One Time Revenues (uses in FY 2012-2013)	\$ 285,000
General Fund Revenue reductions	<u>\$ 228,632</u>
TOTAL	\$ 2,803,697

Budget Process

Each department was asked to submit a budget that absorbed cost increases and any reductions in operating revenues specific to their department. In addition, departments were asked to submit a requested budget in order for the County Administrator to compare resource needs of departmental operations.

In February, the County Administrator and the Auditor-Controller reviewed the cost reimbursement plan. Cost plan reimbursements are paid to central service (mostly General Fund) departments for the services they provide to primarily non-general fund departments (Human Resources, Auditor-Controller, Clerk of the Board, County Administrator, County Counsel, and Administrative Services). A decrease in the cost plan reimbursements to General Fund departments from current fiscal year to the upcoming fiscal year was determined to be approximately \$500,000, which added to the stated deficit.

Upon receiving all departmental budgets, refining revenue estimates for the upcoming fiscal year and determining other potential budget impacts, staff from the County Administrator's office met with each of the departments individually to discuss their budgets, discuss service priorities and workload indicators and to discuss potential solutions.

SIGNIFICANT EXPENDITURE / REVENUE / FUND DESIGNATIONS FOR FISCAL YEAR 2013-2014

Salary and Benefit Increases

The most significant cost increases for the General Fund and non-General Fund for FY 2013-2014, are primarily due to Health Insurance monthly premium increases and salary increases for most County employees.

Health Insurance – The County experienced monthly premium increases in January of 2013 that were much higher than anticipated – 16.9% instead of 8%. Another projected increase of 10% is estimated in January of 2014. Health Plan Premium costs are provided to public agencies by CalPERS Health each June and are effective for the following calendar year.

Salaries - Per contractual obligations, and as a result of a restructured contract nearly three years ago, a 5% salary increase is budgeted for members of the Yuba County Employee's Association (YCEA) and the Probation Peace Officer's Association (PPOA) effective July 1, 2013. All five employee associations were approached last year to discuss whether they would be open to restructuring their contract due to a very slow economic recovery. The Deputy Sheriff's Association, Sheriff's Management / Supervisory Association and the Deputy District Attorney's Association are working to restructure current contracts or develop new contracts at the writing of this memo. YCEA and PPOA began discussions, however have since declined further discussions and requested their contract(s) be adhered to.

It is important to note that your management team consisting of appointed and elected Department Heads, Assistant Department Heads, and mid-managers are unrepresented by any type of association or employee union. Typically, when salary increases are negotiated with represented employees, the Board will apply those increases to unrepresented.

In addition, your management team members all pay approximately 10% more than all employees for health insurance and two years ago took a 5% pay reduction. It is also recommended in the FY 2013-2014 budget that the above members of your management team and confidential employees (mostly Human Resource and

County Administrator employees) NOT receive a salary increase afforded to all other employees on July 1, 2013.

General Fund Reserves

It is recommended that \$288,883 from General Fund Reserves be used to balance the budget. The General Fund Reserve budgeted for FY 2013-2014 is \$1,153,705. The amount budgeted is approximately 5% of the General Fund according to policy. Previous policy was set at 6%, however a policy change is recommended to reduce this amount to 5%.

General Fund Contingencies

This amount is proposed to be \$294,872, which is a reduction of \$300,000 compared to last year.

Use of One-Time, General Fund Revenue

One-time revenue is proposed to be used for ongoing operations in the amount of \$ 544,017 from the General Fund Capital Account.

Reduction in Workforce

For Fiscal Year 2013-2014, some layoffs and transfers are being recommended. Proposed impacts to our workforce include:

- Deleting 5 filled positions
- Deleting 10 vacant positions
- Un-funding 21 vacant positions

It is important to note that once the 21 vacant positions have been unfunded, this will bring the total vacant positions with no funding at 67. 46 unfunded positions for FY 12/13 will be carried forward.

Public Safety

Significant changes have occurred for the upcoming fiscal year and those programs/activities are provided for in more detail in the presentation to the Board of Supervisors as well as contained in the Proposed Budget message as part of the FY 2013-2014 Proposed Budget document.

General Fund Revenues

While some general fund revenue sources have decreased, others are showing some signs of stability. In some cases there are slight increases in revenue estimates compared to this year:

- Secured / Unsecured Property Tax – estimated to be a 1% increase or \$103,228 higher than the previous fiscal year.
- Sales Tax – Increase of approximately \$135,933 based on year end 2012-2013 projections and 2013-2014 estimates from our tax consultants, HdL.

General Fund Carryover Balance

Based on year end projections, carryover fund balance for the General Fund from FY 2013-2014 is estimated to be \$1 million. After the fiscal year is closed, any reduction or increase in this amount will be reported to the Board of Supervisors with Final Budget recommendations.

Total County Budget

The Total County Budget for FY 2013-2014 is \$ 180,284,217, which is an increase compared to the FY 2012-2013 budget. The primary cause of the budget increase is due to additional appropriations requested in the Public Works Road Fund budget for design work for the Feather River Blvd/State Route 70 interchange project and additional appropriations requested from Health & Human Services for required implementation of services related to the Affordable Care Act.

COMMITTEE

The Budget Ad Hoc Committee has reviewed key elements of the Proposed Budget for FY 2013-2014. In addition, budget workshops have been scheduled in August for your Board to receive a budget presentation from each department head.

FISCAL IMPACT

The Proposed Budget for FY 2013-2014 serves as an interim spending plan to implement Board policies and priorities until the Final Budget is adopted. Budget hearings are scheduled in September.



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Deferral of Salary Increases for Unrepresented Employees
DATE: June 18, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors consider deferring salary increases for management, confidential and elected employees until July 1, 2014.

BACKGROUND

The above listed employees are unrepresented, therefore do not negotiate labor agreements that involve salary and benefit issues. Typically, salary increases for these employees are applied through contracts achieved with recognized bargaining units. In other words, what employees receive via their contracts is then applied to managers, elected and confidential employees.

Recognizing difficult economic circumstances over the past several years, this group of unrepresented employees has had salary increases deferred, taken a 5% cut in salary and pay 10% more toward their monthly health insurance premiums.

DISCUSSION

Most employees represented in miscellaneous and safety classifications are due to receive a salary increase on July 1, 2013, 5% and 4% respectively. This was an increase scheduled several years ago, however was deferred. Considering the challenges of the upcoming budget year, staff is recommending the deferral of the salary increase for the unrepresented group for another year to July 1, 2014.

FISCAL IMPACT

If the recommendation is approved, the County will avoid General Fund costs of approximately \$300,000 in Fiscal Year 2013-2014.

ALTERNATIVES

The Board can provide increases to unrepresented employees on July 1, 2013, provide a portion of the increase this year and a portion next year or eliminate the increase.

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The County of Yuba



Office of the County Administrator

Robert Bendorf, County Administrator
 John L. Fleming, Economic Development Coordinator
 Russ Brown, Communication & Legislative Affairs Coordinator
 Grace M. Mull, Management Analyst
 Teena 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
 E-Mail rbendorf@co.yuba.ca.us
jfleming@co.yuba.ca.us
rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

Date: June 18, 2013
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/GM*
By: Grace Mull, Management Analyst
Re: Yuba County Administrative Policy & Procedures Manual

Recommendation

Adopt resolution repealing and enacting section B-3 Budget & Financial Policy of the Yuba County Administrative Policy & Procedures Manual.

Background

The Administrative Policy & Procedures Manual provides guidelines for County staff and leadership in procedural matters affecting all County departments, and should be updated periodically to reflect changes in Board policy and current administrative practice. The manual was last updated in May 2013.

Discussion

The recommended policy for General Fund Reserves has been set at 6% since its adoption in 2008. Since that time, economic circumstances required the County to transfer some of the General Fund Reserves for particular ongoing or one-time County obligations. In consideration of much lower revenue projections and the ability of the Board to designate additional funds to reserves, staff is recommending a more appropriate level be set for the designation of General Fund Reserves.

Current policy states that General Fund Reserves are set at 6%. Staff is recommending a change in policy to 5%, which is still within the recommended "Good" range of 4 % - 8% provided by Standard & Poor's and is acceptable by the County Auditor-Controller and Treasurer Tax-Collector.

Committee

This item was not heard at Committee level as it is included in the recommended actions for the FY 2013-2014 Proposed Budget.

Fiscal Impact

It is estimated that General Fund Reserves will be budgeted at \$1,153,705 for Fiscal Year 2013-2014.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION REPEALING AND ENACTING)
SECTION B-3 BUDGET & FINANCIAL POLICY)
OF THE YUBA COUNTY ADMINISTRATIVE)
POLICY AND PROCEDURES MANUAL)

Resolution No. _____

WHEREAS, the purpose of an administrative manual is to provide guidelines for County staff and leadership in procedural matters affecting all County departments; and

WHEREAS, the current administrative policy and procedures manual was last revised in May 2013 and should be updated periodically to reflect changes in Board policy and current administrative practice; and

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby adopts section B-3 Budget & Financial Policy of the Yuba County Administrative Policy and Procedures Manual as set forth in Exhibit A.

PASSED AND ADOPTED this _____ day of _____, 2013, by the Board of Supervisors of the County of Yuba, by the following votes:

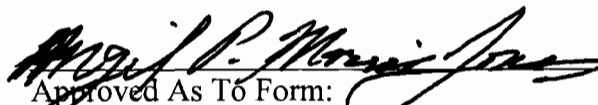
AYES:

NOES:

ABSENT:

By: _____
Andy Vasquez, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors


Approved As To Form:
Angil Morris-Jones, County Counsel

Administrative Policy & Procedures Manual - Summary of Changes June 18, 2013

ATTACHMENT A

[illegible]

Yuba County Administrative Policy & Procedures Manual

Subject: BUDGET & FINANCIAL POLICY	Policy Number: B-3	Page Number: Page 1 of 6
	Date Approved: 02/19/08	Revised Date: 06/18/13

POLICY:

To promote financial stability and long-term planning; to direct the County Administrator's Office in development and management of the County Budget; and to provide a context to guide Board decisions during the budget process and throughout the fiscal year.

PROCEDURE:

1. General

The County Administrator shall prepare and submit no later than June 30th of each year, a Proposed Budget for consideration and adoption by the Yuba County Board of Supervisors. A Final Budget will be submitted by the Auditor-Controller for consideration and adoption by the Board of Supervisors in accordance with State law.

- A. The Proposed Budget will incorporate direction and input from the Board of Supervisors and County departments as to County operating and capital needs and priorities.
- B. The Proposed Budget will include the financial status of the County and its key funds, including financial condition and trends, budgetary impacts and liabilities and issues that may impact future County resources.
- C. The Proposed Budget will identify expected sources of revenue and other resources, and recommended program and capital expenditure and reserve uses for the next fiscal year.
- D. The Proposed Budget will include performance information for County programs. Program performance measures will be developed and used for long term planning and decision-making, including future resource allocation and in consideration of new or increased funding requests.

The County Administrator's Office shall provide periodic reviews of revenue and expenditures, identify significant variances from budget, and recommend actions to address shortfalls or unanticipated increases.

The County Administrator's Office shall prepare and/or supervise the preparation of fiscal projections, capital financing plans, costing methodologies, and other studies as will provide for current and future County obligations.

2. Revenues

- A. Ongoing costs will be funded with ongoing revenues to promote fiscal stability, predictability, sustainability and long-range planning.
 - A1. New or increased ongoing revenues will meet current obligations and reduce reliance on one-time funding and fund balance carryover.
 - A2. New programs will identify an ongoing funding source(s) not already obligated for current County operations or for the future costs of current operations.
- B. Budget estimates.
 - B1. Budgeted revenue will not be based on high levels of anticipated growth or be contingent upon the passage of legislation or future actions by the Board of Supervisors.
 - B2. Revenues that are volatile and/or sensitive to changes in the economy should be conservatively estimated.
 - B3. State revenues in the Proposed Budget will be budgeted considering the Governor's January Proposed Budget and May Revise for the upcoming year.
- C. Imposing or adjusting fees or other charges will be periodically evaluated for any service provided by the County where full cost recovery including department and County administration is not currently achieved. Budget estimates will not include fee increases unless the Board of Supervisors has approved the increase.
- D. County administrative (A-87) costs will be charged to budgets in accordance with the annual Countywide Cost Allocation Plan.
 - D1. Funds or budgets that lack sufficient appropriations or reserves to pay A-87 charges, as identified by the Cost Allocation Plan, will prepare and submit a written plan to the Board of Supervisors to ensure future payment.
 - D2. Departments will include estimated A-87 costs in their respective expenditure budgets.
 - D3. A-87 reimbursements may be credited as general purpose General Fund revenues or applied to offset program costs as determined by the Board of Supervisors.
 - D4. Some funds may be specifically excluded from paying part or all of the A-87 costs as determined by the Board of Supervisors.
- E. The County Administrator's Office shall solicit and consider revenue estimates from the Auditor-Controller, and other County departments as appropriate, for major tax and general-purpose revenues and for estimated carryover fund balance in preparation of the Proposed Budget.

- F. Prior to applying for and accepting Federal and State grants, departments must identify current and future implications of either accepting or rejecting the grant. Areas to note are matching fund obligations, non-supplanting requirements, required continuation of the programs after grant funds are exhausted, and if the program is consistent with the County's long-term goals and objectives. Before discretionary program costs are increased, departments should include recovery of department and County administrative costs of at least ten percent of direct costs for state and federal grants.

3. Expenditures

- A. Annual General Fund funding will be given consideration based on the priority needs of the County, as determined by the Board of Supervisors.
- B. Carryover fund balance will be used to fund one-time expenditures, reserves and contingencies and should avoid being used to finance ongoing operational costs.
- C. New position requests will be considered through the budget process and not otherwise during the fiscal year unless urgent circumstances exist.
- D. Partial or fully funded State and/or Federal programs, administered by the County, will be implemented at the level of funding provided by the State or Federal government. County overmatches for departments with maintenance of effort requirements will not increase, and funding levels may be reduced or eliminated.
- E. All requests for new program funding should be accompanied with clear and concise statements of the program's mission, performance objectives and intended measurable outcomes.
- F. Efficiency and economy in the delivery of County services are top priorities; departments are expected to make productivity improvements within their service delivery areas and reduce expenditures for discretionary programs and services.
 - F1. County departments are encouraged to consolidate programs and organizations and consider alternatives for service delivery to reduce costs and the need for increased staffing.
 - F2. In developing recommendations that may require operational reductions, departments should ensure that administrative and non-service areas have been reduced to the maximum extent possible before reducing direct services.
- G. Automation and technology proposals must measurably demonstrate how cost savings will be achieved or how services will improve, along with identifying potential sources of funding.
- H. The County Administrator's Office will annually review rate charges for county internal service funds. Internal services funds are expected to make productivity improvements within their service delivery areas, reduce expenditures for discretionary programs and services, make administrative and non-service area reductions to the extent feasible, consolidate programs and organizations, and consider alternatives for service delivery before cutting direct services or proposing increased rates.

- I. The General Fund's Appropriation for Contingencies should be budgeted at not less than 1.5% of the operating budget. Appropriations for Contingencies should be budgeted in all other funds, at not less than ½ of 1% of operating expenditures. In no event will Appropriation for Contingencies exceed the amount prescribed by law.

4. Capital Budgets

- A. Capital Budgets will include a list of capital construction and road projects with brief descriptions; estimated costs to date and total project costs; planned project costs for at least three future fiscal years or extended projects; length of time to project completion; and proposed funding sources including current funding available.
- B. Capital projects which are not encumbered or completed during the fiscal year, or multi-year projects, will be re-budgeted or carried over to the next fiscal year. Increased project costs for re-budgeted projects must be clearly identified with Final Budget adoption.
- C. Capital projects will not be budgeted unless there are reasonable expectations that resources will be available to pay for them and a financing plan has been developed.
 - C1. Where applicable, assessments, impact fees, user-based fees, and/or contributions, should be used to fund capital projects. Projects benefiting other operating, internal services and enterprise funds shall be funded from those funds on a pro-rata basis.
 - C2. Where alternative sources of financing are not available or sufficient for full funding, and the project is deemed critical for the provision of services or to meet mandated services levels, debt financing may be used. Debt will not be used to finance on-going operational costs, including those incurred due to new facilities.
- D. Project reimbursements to the County Capital Projects Fund shall not exceed actual expenditures, plus 25% of any encumbered contract balances.
 - D1. Administrative Services may request advance funding for any project costing less than \$100,000 when the project has begun.
 - D2. An accounting of all costs shall be made by Administrative Services to the requesting department following project completion.
- E. Departments will prepare replacement schedules and develop and implement financing plans for major capital equipment.

5. Fund Balance (GASB 54 Revised Terminology)

One objective of the Government Accounting Standards Board (GASB) is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of resources reported in governmental funds.

The initial distinction that is made in reporting fund balance information is identifying amounts that are considered *non-spendable*, such as fund balance associated with inventories. This Statement also provides for additional classification as restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

- A. *Restricted Fund Balance* category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. Special Revenue Fund balances, by their nature, will be considered Restricted Funds.
- B. The *Committed Fund Balance* classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision making authority.
- C. Amounts in the *Assigned Fund Balance* classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. Any carryover General Fund balance at the end of each fiscal year that is used as a financing source for the following fiscal year will be considered Assigned Fund Balance.
- D. *Unassigned Fund Balance* is the residual classification for the County's General Fund and includes all spendable amounts not contained in the other classifications.
- E. Unless necessary by other requirements or circumstances, when both restricted and unrestricted fund balances are available for spending, restricted funds will be considered "spent" first. When all classifications within the unrestricted category are available for spending, the order shall be; (1) committed, (2) assigned, (3) unassigned.
- F. The County Auditor-Controller will calculate the fund balances designated within this policy and report the fund balances in the annual financial statement.

6. Reserves & Appropriation for Contingencies

- A. The General Fund's total General Reserve and Designation for Economic Uncertainties should be accumulated over time until 5% of the annual operating budget reserve level is achieved (calculation = appropriations less capital outlay, reserves & contingencies). These funds can also be referred to as *Committed Fund Balance*.
- B. The General Fund's Appropriation for Contingencies should be set at a level to provide for unanticipated increases to the County budget. An analysis to determine potential increases will be completed to determine appropriate level of funding. These funds can also be referred to as *Assigned Fund Balance* and are cancelled at year end and may be re-appropriated in the following fiscal year.
- C. Reserves for self-insurance funds shall be actuarially determined at least every other year. Reserves should be maintained at the 80% confidence level or net estimated losses. These funds can also be referred to as *Committed Fund Balance*.
- D. Loans or transfers to or from internal services and enterprise funds shall be limited to meeting one-time funding requirements in County operating funds, and shall require repayment with interest.

7.

Request to Encumber Funds

- A. A department expressing interest in encumbering funds at the end of the fiscal year must submit a memo to the Auditor-Controller indicating the reason for the request and pertinent account information including the fund, budget and account number. The memo should also include a copy of an outstanding purchase request where applicable. A copy of this memo must be forwarded to the County Administrator's Office.

The County of Yuba


Yuba County Library

Phone: (530) 749-7380
 Fax: (530) 741-3098
 303 Second Street
 Marysville, California 95901



Email: library@co.yuba.ca.us
 Website: <http://library.yuba.org>

To: Board of Supervisors

From: Kevin Mallen – CDSA Director 

Date: June 18, 2013

Subject: Change in Public Hours for the Yuba County Library

Recommendation:

Adopt schedule of hours open to the public for the Yuba County Library, beginning July 1, 2013, as follows:

Mondays	Closed
Tuesdays	12:00pm to 6:00pm
Wednesdays	12:00pm to 6:00pm
Thursdays	12:00pm to 6:00pm
Fridays	12:00pm to 6:00pm
Saturdays	Closed
Sundays	Closed

Background/Discussion:

The Library's current hours open to the public, which have been in effect over the past 2 years, are:

Mondays	Closed
Tuesdays	10:30am to 6:00pm
Wednesdays	10:30am to 6:00pm
Thursdays	12:00pm to 6:00pm
Fridays	12:00pm to 6:00pm
Saturdays	10:30am to 6:00pm
Sundays	Closed

The current hours have served the Library well over the past 2 years, taking full advantage of available workforce by balancing time for needed projects and being open to the public. However, the current hours were predicated on utilizing a workforce of 6 fulltime staff that were supplemented with extra help employees and multiple volunteers. While the Library is still enjoying a continued amount of volunteers, the funding in the CAO recommend budget for FY 2013-14 has been cut coupled with increased costs thereby reducing the number of fulltime staff to 3 people.

To handle the adversity the Library faces having a fulltime staff that is half that of the current fiscal year and a small fraction of years past, it is recommended that the Library change from being open 5 days per week to 4 days per week. Effectively the changed schedule will reduce the hours per week open to the public from 34.5 hours over 5 days to 24 hours over 4 days.

The remaining 3 fulltime staff will have their work schedules changed as well. The revised work schedules coupled with the proposed hours open to the public will create the ability for the remaining staff to split their job duties between back office/facility preparation and public counter/availability and assigned projects. In addition, extra help employees will be needed during public hours on a part time basis to help cover the fulltime staff when they are not available to assist the public (breaks, lunch, sick, vacation, training, etc.).

The Library has undergone significant and continual changes over the past couple of years, from reduced funding and staffing, to leadership change, to changes to the physical collection and location of materials, to a more automated system related to computer use and self check out stations. These changes would not have been successful without the dedicated public service, ingenuity, and at times physical labor provided by all staff involved. The difficulties faced by the FY 2013-14 budget has caused a more significant impact to Library staffing than years past, however the Library with its remaining staff will strive to provide the best services possible with the resources available.

Committee Action:

This item is accessory to the CAO recommend budget for FY 2013-14.

Fiscal Impact:

FY 2013-14 funding levels and costs necessitated the change in hours due to staff reductions to balance the Library budget. For a variety of reasons, operational costs, even at FY 2013-14 reduced staffing levels, will continue to increase in subsequent fiscal years forcing a continued need to either increase funding or reduce costs.

Additional Agenda Material

Item (to Departments
(246-13)

Charles F. R. Johnston, Jr.

719 H Street #A
Marysville, CA 95901-5278

RECEIVED

JUN 12 2013

June 12, 2013

Clerk/Board of Supervisors

Supervisors Andy Vaquez, Jr., John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker

Re: June 18, 2013 agenda item VI C1 – Library

Respectfully request in consideration of the proposed changes to the County library hours of operation, a second look be given to the option of closing the library on Saturdays.

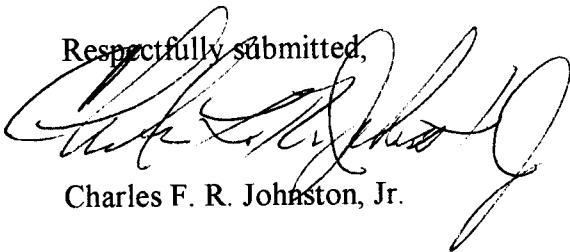
I am making this request more from emotion than actual facts (patron volume, community room bookings, etc.).

As a child, my first excursions from home alone were to the library – on Saturdays. In addition, Saturdays are usually a wonderful time for families to bond together, and the programs and activities the staff have scheduled expand the horizons of our children and remind the adults of a much simpler time.

I know that the decision you have to make is not an easy one. Times are tight everywhere, but would you consider either reducing the hours of operation Tuesday thru Friday or close the library for a second weekday?

Thank you in advance for your kind attention to this matter.

Respectfully submitted,



Charles F. R. Johnston, Jr.



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
 749-5440 • Fax 749-5616

CODE ENFORCEMENT
 749-5455 • Fax 749-5464

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

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

PLANNING
 749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
 749-5430 • Fax 749-5434

TO Board of Supervisors

FROM Kimberly Grimes, Housing Manager *XG*
 Wendy Hartman, Planning Director
 Brynda Stranix, President, Yuba-Sutter Economic Development Corporation

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

DATE June 18, 2013

Recommendation

It is recommended that the Board of Supervisors adopt a resolution to amend its *CDBG Program Income Reuse Plan*, a 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

Currently, Yuba County has two open grants for economic development business assistance loans totaling approximately \$472,000 through the CDBG program. The availability of these funds is time-sensitive and if not disbursed according to the timelines within the awards, will be disencumbered and returned to the State.

However, these grants cannot be utilized at this time due to California Department of Housing and Community Development (HCD) guidelines that require the balance in the Business Assistance Revolving Loan Fund (BA RLA) program income account be \$5,000 or less. The current BA RLA program income account balance is approximately \$46,000 and will continue to grow each month as the current loan portfolio receives payments from its borrowers.

HCD has recently made the County aware of a policy that will allow for a transfer of program income funds from the BA RLA to a Microenterprise Financial Assistance Revolving Loan Fund (Micro RLA) account to bring the BA RLA program income account to within acceptable levels and allow access to the available grant funds.

While the funds are in the Micro RLA they are eligible to be used through a Program Income Waiver Application/Request for other HCD-acceptable projects or programs at the discretion of the county. Or, once these current open grant funds are expended, the program income funds can be used for business assistance or micro loans.

Pursuant to CDBG federal regulations on citizen participation and the county's *Program Income CDBG Reuse Plan*, a hearing and resolution must be used to transfer funds and change the reuse plan's designation of disposition of funds from the BA RLA to the Micro RLA.

The Yuba County Board of Supervisors approved the existing Reuse Plan on April 16, 2013. It has been recommended by HCD that the current Program Income Reuse Plan be updated for the County to allow for access to its grant funds while they are available.

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.

Attachments:

- Resolution
- Legal notice
- PI Reuse Plan

**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, 23, 2013, and

WHEREAS, the California Department of Housing and Community Development (HCD) has recently developed a new request to amend; and

WHEREAS, pursuant to CDBG regulations, the public has been invited to comment on the proposed Guidelines 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 Housing Rehabilitation, Homeownership Assistance and Business Assistance Loan Program Guidelines," 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 _____ by the following
vote:

AYES:

NOES:

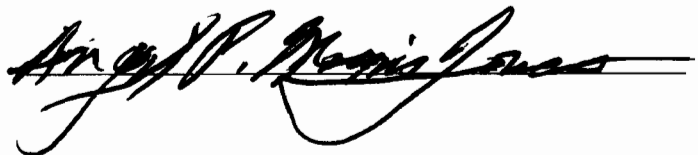
ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



**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, June 18, 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 purpose of the public hearing is to give citizens of the community an opportunity to discuss and comment on the transfer of CDBG program income from the Business Expansion and Retention Revolving Loan Fund to the Microenterprise Financial Assistance Revolving Loan Fund and to amend the Program Income Reuse Plan to change disposition of funds from the BA RLA to the Micro RLA.

- 1) Per CDBG federal regulations on citizen participation and the County's PI current CDBG reuse plan, a hearing and resolution must be used to transfer funds and change the PI reuse plan's designation of disposition of funds from the BA RLA to the Micro RLA.
- 2) The reason for doing the change is to allow the county to expend all its grant funds for BA assistance prior to using any local program income. Once grant funds are expended the PI reuse funds can be used for more BA loans or for micro loans, at the discretion of the county.

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 files on the County's CDBG program, you may call the Community Development and Services Agency at (530) 749-5460 or visit Monday through Friday between 8:00 a.m. and 5:00 p.m. at the address below.

Yuba County Community Development and Services Agency
915 8th Street, Suite 130
Marysville, CA 95901

After the public hearing, if adopted by the Board of Supervisors, the County will proceed with adoption of the resolution and the transfer of funds and amendment to the Program Income Reuse Plan.

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 location of the public meeting is fully accessible to mobility impaired individuals.

In compliance with the Americans with Disabilities Act, the County of Yuba encourages those with disabilities to participate fully in the public hearing process. If you have any special needs to allow you to attend or participate in this public hearing process, please call (530) 749-5460 prior to the public hearing, so that we may accommodate you.

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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): Sub-recipients, 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 proof 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

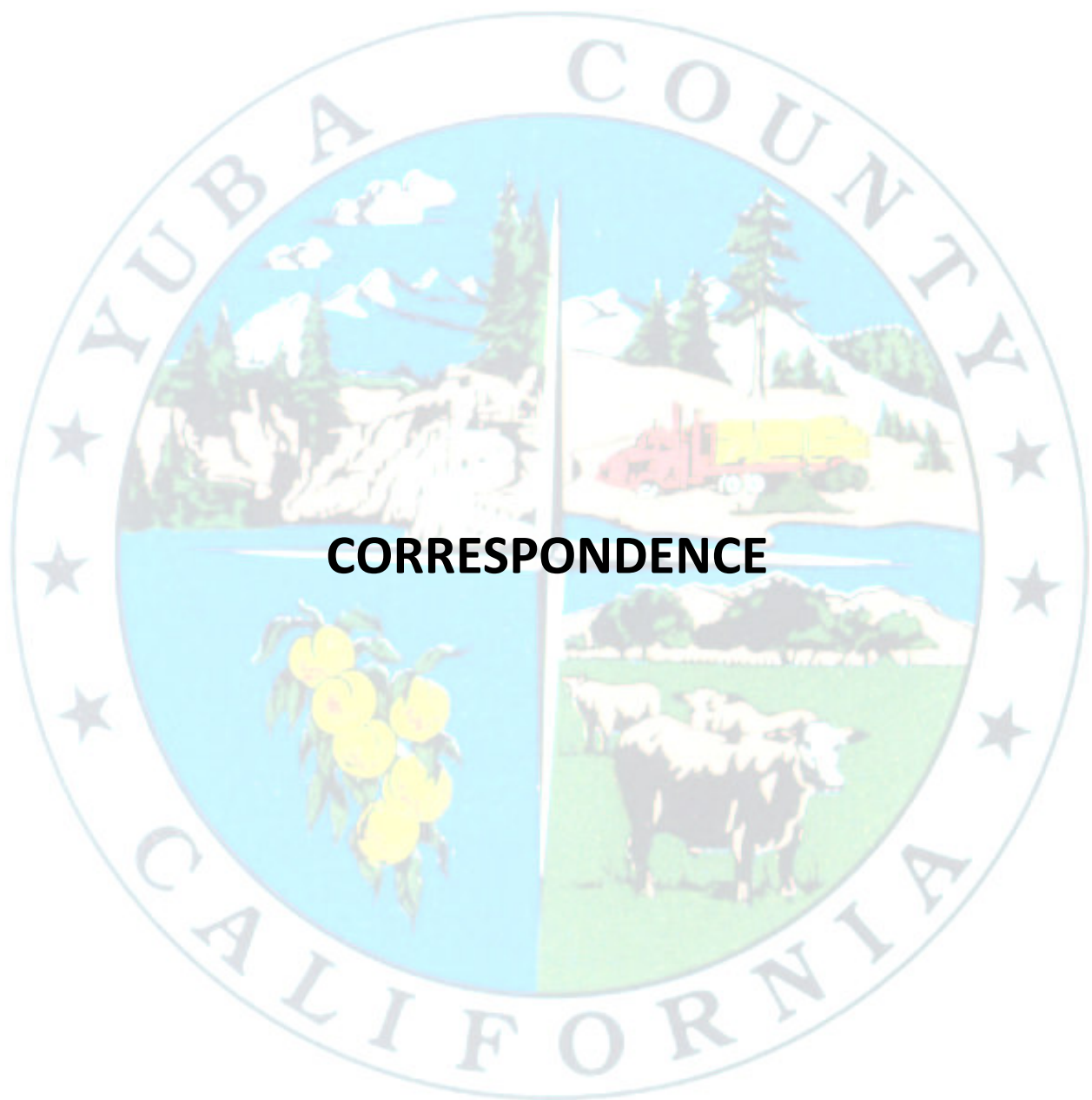
Date Signed

Name and Title of Authorized Representative

Signature of CDBG Section Chief

Date Signed

Name of CDBG Section Chief



CORRESPONDENCE



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MAY 30 2013

Clerk/Board of Supervisors

Law Office of Sarbdeep H. Atwal

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335 Teegarden Ave

Yuba City CA, 95991

To The Yuba County Board of Supervisors,

I am writing this letter to address some concerns that exist presently to the following property as discussed below.

My Family, Heer-Atwal family, are proud residents and property owners in Yuba County for over 50 years. We have Agriculture property that falls within the Plumas lake General Plan, specifically, along the east side of Feather River Blvd adjoining Country Club Road. We recently purchased this property in 2012. Additionally, the Sohal family has purchased property along Feather River Blvd adjoining Country Club Road that are effected by the same issues mentioned in this letter.

The Main issue we are facing involves the ability to farm tree crops, such as walnuts, on these properties that once were designated for residential development under the Plumas Lake General Plan. As you are aware, the demand to grow Walnuts has increased substantially, as foreign market demand for the crop has spiked prices to record highs. Our family and the Sohal family, have each purchased property with the intent to develop the property into a walnut orchard.

As you are also aware, Yuba County has some of the best soils to grow premier farming crops. You will notice this by taking a drive down Feather River Blvd as you will notice peaches, prunes, walnuts, almonds, pecans. Moreover, Yuba County is well known for the quality of our tree crops grown. Thus we must continue make the best and possible use of our soils to reinforce this image globally.

It is our understanding that if we were to proceed in this type of orchard development, without a conditional use permit obtained from Yuba County Staff, we would be in violation of the

ordinance relating to tree crops grown within Plumas Lake General Plan. It is our understanding that currently, per ordinance, we are restrained to only growing "low use type" crops such as wheat, safflower, oats, hay.

We want to emphasize that allowing one to develop walnuts would not hinder any future Residential development, should those days return. Most properties that were sold during the development era between 2003 and 2007 had tree crops existing when they were sold.

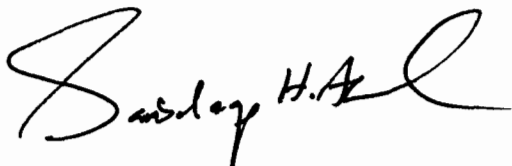
We are graciously asking the Board to take action on these issues. We are requesting before the Board, some type "reconsideration" as it involves to the ordinance issue within the Plumas Lake General plan.

Finally, obtaining a conditional use permit would be new to staff, costly to the applicant, and time consuming to staff and the applicant. We feel there is no reason to expend those valuable resources to an issue that could be addressed and resolved before the Body of Supervisors.

Should you have any questions, please do not hesitate to contact me.

Kind Regards,

Sarbdeep Atwal Esq.

A handwritten signature in black ink, appearing to read "Sarbdeep H.A. Atwal". The signature is fluid and cursive, with the first name "Sarbdeep" being the most prominent part.



Department of Energy
 Western Area Power Administration
 Sierra Nevada Customer Service Region
 114 Parkshore Drive
 Folsom, California 95630-4710

RECEIVED

MAY 31 2013

JUN 3 2013

Clerk/Board of Supervisors

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

RECEIVED BY EACH
 BOARD MEMBER

Dear Chairman Vasquez:

Thank you for sharing the concerns in your letter dated May 21, 2013, regarding the Western Area Power Administration's (Western) position on trees and orchards within its electric transmission line easements. For perspective, approximately 9 acres of potentially impacted walnut orchards in Yuba County are located within Western's transmission line easements.

There seems to be some confusion regarding Western's tree and orchard policy, so to clarify, our policy is:

1. There is no requirement that an orchard owner remove any existing trees. However, based on potential interest in participating in our voluntary buyout program and subject to funding limitations, existing orchard owners have been approached. The buyout program pays landowners the net present value of their orchard trees as well as the cost to remove the trees within the easement. To date, the majority of owners offered this buyout have accepted it. Otherwise, if an orchard owner wants to continue to trim their existing orchard, they may continue to do so provided it is done safely and there is adequate clearance.
2. No new orchards will be permitted in Western's easement areas. This is consistent with Western's legal easement rights.

Your letter states walnut orchards pose no threat to the safe operation of transmission lines. Walnut trees require trimming as their mature height is capable of growing into the unsafe zone of transmission lines. There have been numerous reports of fires, trimming fatalities, and costly outages resulting from trees growing into the unsafe zone and transmission lines. Our position on trees and orchards has been evolving over the last 20 years and is based on many factors, including:

1. Western trimming fatalities and on-going safety concerns of our lineman. In our region alone, we have had two Western employee deaths from tree trimming.
2. Safety and liability concerns with landowners' tree trimmers, including concerns about trimming without proper coordination or proper recognition of the hazard.

JUN 19 2013

BOS CORRESPONDENCE B

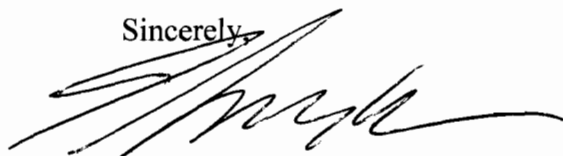
3. Blocked access to our towers, particularly in case of emergency.
4. Increased patrol and trimming costs as landowners do not typically keep up with trimming.
5. Increased crop damage and associated costs if trees must be removed to allow adequate access.
6. New mandatory reliability standards, established under the Energy Policy Act of 2005 (Act), implementing a no-tolerance policy regarding vegetation outages. Under the Act, the Federal Energy Regulatory Commission has the authority to impose substantial fines, up to \$1 million per day, if outages occur pursuant to vegetation and tree related instances.

Based on these factors, Western's position is that orchards do, in fact, interfere with the safe and reliable construction, operation, and maintenance of its transmission facilities. Our goal is to reduce our exposure to these negative factors cited above, while continuing to allow the small number of existing orchard owners to continue trimming their existing orchards located within our transmission line easements, if they choose to do so.

Western discussed our policy and these issues when we met with Yuba County Supervisor, Roger Abe, in March 2013, and in our follow-up discussion in April 2013.

Thank you for the opportunity to provide you with additional information on our program. Should you have additional questions or concerns, please feel free to contact me or Ms. Heidi Miller of my staff at (916) 353-4420.

Sincerely,



Thomas R. Boyko
Regional Manager

cc:

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Barbara Boxer
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

The Honorable John Garamendi
2438 Rayburn House Office Building
Washington, DC 20515

The Honorable Doris Matsui
2434 Rayburn Building
Washington, DC 20515-0506

The Honorable Doug LaMalfa
506 Cannon House Office Building
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The Honorable Mike Thompson
231 Cannon Office Building
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