

BOARD OF SUPERVISORS

AGENDA

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



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

JULY 16, 2013

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
 - 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/Human Resources and Organizational Services
 - 1. Approve temporary transfer extension of incumbent to the Interim Information Technology Manager position until October 31, 2013. (278-13)
 - B. Health and Human Services
 - 1. Approve agreement with GraceSource Inc. for differential response services and authorize Chair to execute. (Human Services Committee recommends approval) (279-13)
 - IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
 - V. **COUNTY DEPARTMENTS**
 - A. Administrative Services
 - 1. Approve Master Lease Agreement with Presidio Technology Capital and the Initial Quarterly Addendum and authorize the Chair to execute; and adopt resolution authorizing the Purchasing Agent to execute subsequent documents as necessary to complete the acquisition of technology assets under this agreement. (Ten minute estimate) (280-13)
 - B. Community Development and Services
 - 1. Adopt Transportation Master Plan 2013-2017 including recommended projects, funding sources and work scheduled subject to formal approval of projects and funding. (Ten minute estimate) (281-13)
 - C. County Administrator
 - 1. Approve memorandum of understanding with Law Enforcement Management Supervisory Association and authorize Chair to execute. (Ten minute estimate) (282-13)

2. Approve memorandum of understanding with Deputy Sheriff's Association and authorize Chair to execute. (Ten minute estimate) (283-13)

VI. **CORRESPONDENCE** - (284-13)

- A. Notice from State Fish and Game Commission regarding proposed Commercial Herring Regulations.
- B. Letter from Agricultural Commissioner enclosing Yuba County Agricultural Crop Report for 2012.

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

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

- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - PPOA and County of Yuba

IX. **ADJOURN**

11:00 A.M. Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. Consider agreement with Salvation Army for residential substance abuse treatment services for CalWORKs customers and their families - Health and Human Services (Ten minute estimate) (285-13)

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

PUBLIC INFORMATION

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

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

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

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

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

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

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

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

End



CONSENT

AGENDA

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
 Martha Wilson, Director, Human Resources / Risk Management
Date: July 16, 2013
Re: Extension of temporary appointment

Recommendation

Approve the recommendation to extend the temporary transfer of incumbent of the interim Information Technology Manager until no later than October 31, 2013.

Background

With the departure of the Assistant Director of Administrative Service and the ongoing reorganization of the Information Technology (IT) Division, an Information Technology employee was temporarily transferred into an Interim Information Technology Manager position to manage the day-to-day operations of the IT function; a role previously performed by the Assistant Director of Administrative Services.

Discussion

The incumbent assumed the temporary role on April 16, 2013 and has been in the interim position for nearly 90 days. Under the provisions of the YCEA Master Labor Agreement Article 31, Section 31.03 the County is allowed to make a 90 day temporary appointment without further authorization. Additional time in this classification must be approved by the Board of Supervisors pursuant to Article 15, Section 3 of the Yuba County Merit Resolution.

Administrative Services anticipates the need for this interim position for up to another four months to allow the County Administrator sufficient time to complete their recruitment for a Chief Information Officer (CIO). This interim appointment would cease upon the employment of the CIO.

Committee

This action has bypassed committee due to the time sensitivity of the extension.

Fiscal Impact

The continuation of this temporary assignment will not have a fiscal impact as this position is currently funded by the CIO vacancy and the incumbent's regularly allocated position.

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The County of Yuba

279-13

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



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: July 16, 2013

SUBJECT: Execute First Amendment to the Agreement with GraceSource Inc. for Differential Response Services under the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and County Children's Trust Fund (CCTF) Programs

RECOMMENDATION: Board of Supervisors approval of the Agreement between Health and Human Services and GraceSource Inc. for the period of November 1, 2011 through June 30, 2014 to provide Differential Response Services under the combined CAPIT, CBCAP and CCTF programs is recommended.

BACKGROUND: The Health and Human Services Department is the public agency designated to administer the CAPIT, CBCAP and the CCTF. These state and federal funds are designated to be used to support community-based efforts to develop, operate, expand and enhance programs and activities to prevent child abuse and neglect, as well as strengthen and support families to reduce the likelihood of child abuse and neglect. Through a request for proposal released in 2011, GraceSource Inc. was competitively awarded the CAPIT/CBCAP/CCTF grant funds to provide Differential Response Services.

DISCUSSION: GraceSource Inc. has been successfully providing Differential Response Services under the CAPIT/CBCAP/CCTF grant since November 2011. On May 1, 2013, the Child Abuse Prevention Council and Children's Council made the recommendation to extend the current contract for one fiscal year. The extension of the current contract allows for the completion and approval of the Child Welfare Services System Improvement Plan (SIP) which addresses how prevention activities are coordinated and how services will be provided through community based child abuse prevention services.

COMMITTEE: The Human Services Committee recommended approval on July 9, 2013.

FISCAL IMPACT: Approval of this Agreement will not impact the County General Fund.

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**FIRST AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND
GRACESOURCE INC.**

This is the First Amendment to the Agreement ("AGREEMENT") between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and GraceSource Inc. ("CONTRACTOR"), entered into on November 1, 2011, for the provision of child abuse prevention services for the "Child Abuse Prevention, Intervention and Treatment" (CAPIT) and "Community Based Child Abuse Prevention" (CBCAP) Programs, and "Children's Trust Funds" (CTF) for Differential Response (DR) services. This First Amendment amends the terms of the Agreement effective November 1, 2011 in the following manner:

This First Amendment amends Provision 2. TERM. To read in its entirety as follows:

2. TERM.

Commencement Date: November 1, 2011

Termination Date: June 30, 2014

The term of this Agreement shall become effective on July 1, 2013 and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

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

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be 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.

This First Amendment amends Provision Attachment B-Payment, B.1 BASE CONTRACT FEE., and B.2 attached and incorporated herein, to read in its entirety as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a monthly contract fee per family not to exceed One Thousand Dollars (\$1,000.00) in accordance with the rate specified below, based upon the cost justification specified in Attachment "H" – Cost Justification:

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Three Hundred Sixty Thousand Two Hundred and Forty-Six Dollars (\$360,246.00) without a formal written amendment to this Agreement approved by the COUNTY as specified below:

November 1, 2011 through June 30, 2013	\$240,246.00
July 1, 2013 through June 30, 2014	\$120,000.00
Total	\$360,246.00

B.2 CONTRACTOR understands that payment for services rendered pursuant to this Agreement must be paid by COUNTY no later than June 10, 2014. For services rendered during the months of July, 2013 through May, 2014, CONTRACTOR shall submit a monthly invoice in the format as specified in Attachment "G" – Invoice Format after the completion of services but no later than the tenth (10th) day of the month following the provision of services. 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.

In the month of June, 2014 CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment "G" – Invoice Format based upon the estimated cost of services to be rendered no later than June 10, 2014. CONTRACTOR shall submit a final invoice based upon the actual cost of services rendered no later than July 10, 2014. COUNTY 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, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

This First Amendment amends Attachment E-INSURANCE PROVISIONS attached and incorporated herein, to read in its entirety as follows:

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

This First Amendment amends Attachment F- CONFIDENTIALITY PROVISIONS AND STATEMENT attached and incorporated herein, to read in its entirety as follows:

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

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

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of

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

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Kathy Cole, Yuba County Privacy Officer

Phone: (530) 749-6382 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us
Fax: (530) 749-6281

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

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

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

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

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

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies

should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

Roy Martin, Executive Director

(Print Name and Title)

This First Amendment amends Attachment H- COST JUSTIFICATION attached and incorporated herein, to read in its entirety as follows:

ATTACHMENT H

COST JUSTIFICATION

COST JUSTIFICATION WORKSHEET 2013-2014 AMENDED

PERSONNEL EXPENSE

SALARY		% of	Salary	Annual	
Position	Name	Time to Service	per month	Amount to Service	In-kind
DR Coordinator	Terri Gentile	75.0%	\$ 2,340	\$ 28,080	
GSI Case Manager	To be hired	75.0%	\$ 1,560	\$ 18,720	
GSI Case Manager	To be hired	75.0%	\$ 1,560	\$ 18,720	
GraceSource Executive Director	Roy Martin	12.0%	\$ 728		\$ 8,736
Total Salaries				\$ 65,520	\$ 8,736

BENEFITS		% of	Rate	Annual	
Position	Type	Time to Service	per month	Amount to Service	In-kind
DR Coordinator	FICA/MediCare	75.0%	\$ 179.08	\$ 2,149	
	SUI/ETT	75.0%	\$ 21.58	\$ 259	
	Worker's Comp	75.0%	\$ 70.25	\$ 843	
	Health Ins.	n/a	n/a	n/a	
GSI Case Manager	FICA/MediCare	75.0%	\$ 119.42	\$ 1,433	
	SUI/ETT	75.0%	\$ 21.58	\$ 259	
	Worker's Comp	75.0%	\$ 46.83	\$ 562	
	Health Ins.	n/a	n/a	n/a	
GSI Case Manager	FICA/MediCare	75.0%	\$ 119.42	\$ 1,433	
	SUI/ETT	75.0%	\$ 21.58	\$ 259	
	Worker's Comp	75.0%	\$ 46.83	\$ 562	
	Health Ins.	n/a	n/a	n/a	
GraceSource Executive Director	FICA/MediCare	75.0%	\$ 55.75	n/a	\$ 669
	SUI/ETT	75.0%	\$ 21.58	n/a	\$ 259
	Worker's Comp	75.0%	\$ 21.92	n/a	\$ 263
	Health Ins.	n/a	n/a	n/a	n/a
Total Benefits				\$ 7,759	\$ 1,191
Total Personnel Expense				\$ 73,279	\$ 9,927

COST JUSTIFICATION WORKSHEET 2013-2014 AMENDED CONTINUED

<u>OPERATING EXPENSE</u>	<u>Methodology</u>	<u>Service</u>	<u>In-kind</u>
Bookkeeping	Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.	\$ 1,200	
Communications	Program cost based on historical usage of telephone and internet and costs of telephone equipment. Based on stand-alone program.	\$ 3,900	
Duplicating/Publishing	Program cost based on providing marketing materials and duplication of project materials for similar projects. Based on stand-alone program.	\$ 1,050	
Maintenance	Program cost based on maintenance of equipment and facilities for similar projects. Based on stand-alone program.	\$ 150	
Facilities	Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Based on stand-alone program.	\$ 4,700	
Group Activities	Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Based on stand-alone program.	\$ 480	
Office Supplies	Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Based on stand-alone program.	\$ 900	
Office Equipment	Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.	\$ -	
Training	Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.	\$ 1,200	
Travel/Lodging/Per Diem	Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.	\$ 9,600	
Rent	100 sq.ft. x \$1.00/sq.ft. x 100%FTE x 12 mos. x 4 AC members 200 sq.ft. x \$1.00/sq.ft. x 75%FTE x 12 mos. X 1 DR Coord.		\$ 6,600
Total Operating Expense		\$ 23,180	\$ 6,600

COST JUSTIFICATION WORKSHEET 2013-2014 AMENDED CONTINUED

SUBCONTRACTORS

Victor Services

Methodology

\$ 10,214 \$ -

INDIRECT

Methodology

\$ 7,327

DIRECT

Methodology

Direct costs associated with services delivered to families including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated at 10 case plans/month * 12 months * \$50 each occurrence.

\$ 6,000

TOTAL ANNUAL AMOUNT TO SERVICE

\$ 120,000 \$ 16,527

Methodology

COST PER SERVICE UNIT

Total /12 mos./10 families/month

\$ 1,000.00

All remaining provisions of the Agreement between the County of Yuba and GraceSource Inc. entered into on November 1, 2011 and subsequent amendments to that agreement shall remain in full force and effect.

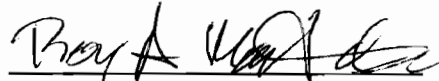
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement for Professional Services this _____ day of _____, 2013.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

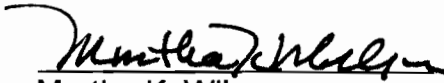
Board of Supervisors


Roy Martin, Executive Director
Tax I.D. No. 942576604

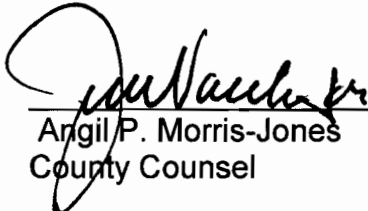
ATTEST:

INSURANCE PROVISIONS
APPROVED:

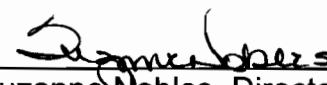
Donna Stottlemeyer,
Clerk of the Board of Supervisors

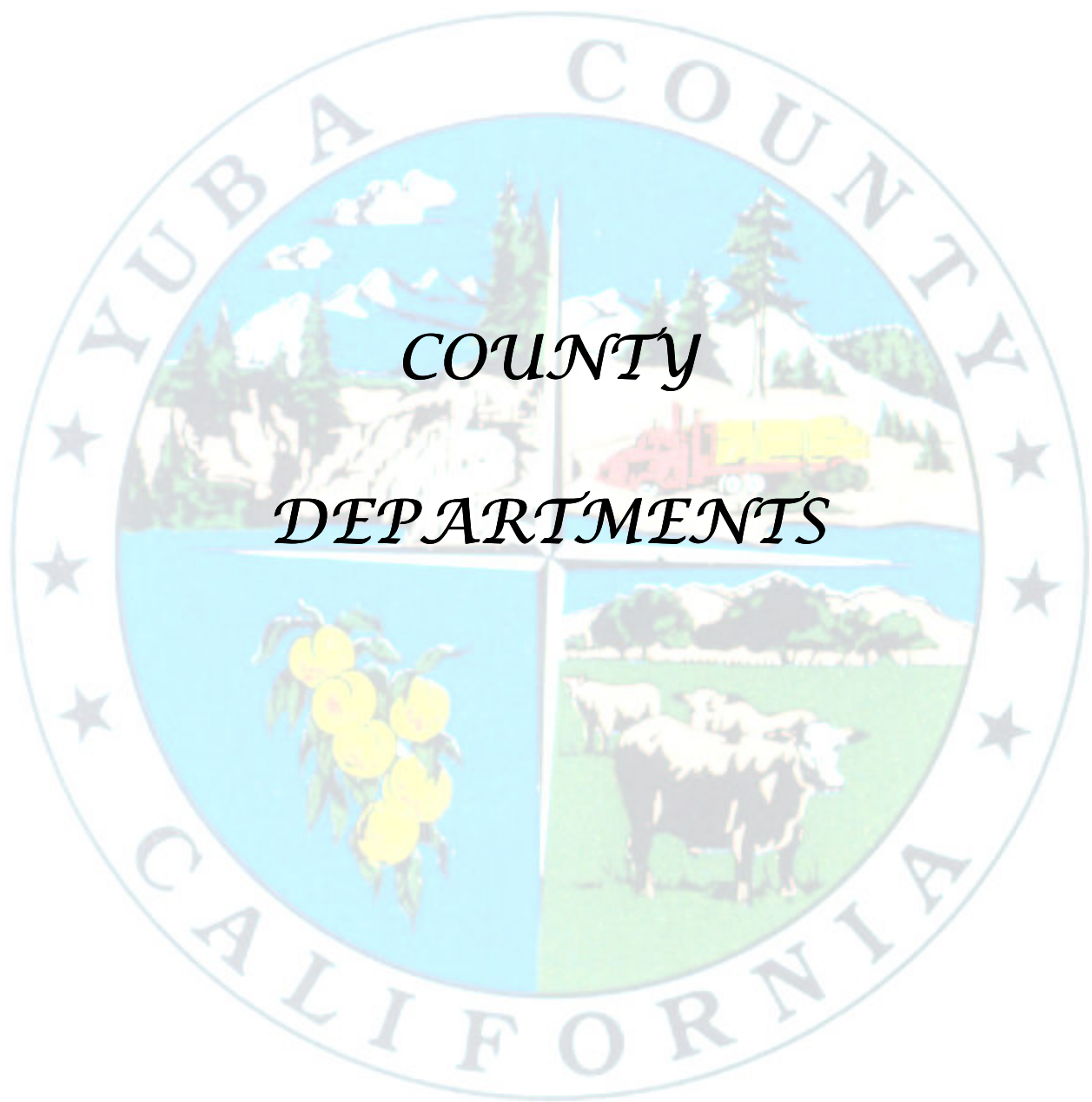

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Argil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:


Suzanne Nobles, Director
Yuba County Health and
Human Services Department



COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator *RB*
From: Doug McCoy, Director, Administrative Services
Date: July 16, 2013
Re: Information Technology Network Refresh

Recommendation

Recommend approval of the Master Lease Agreement with Presidio Technology Capital and authorize the Board Chair to sign, approval of the Quarterly Addendum, and approval of the attached Resolution giving the Purchasing Agent authorization to sign subsequent documents necessary to complete the acquisition of technology assets under this agreement.

Background

The Information Technology Team in Administrative Services has been working for over a year on a plan to refresh and reinvigorate our computer network. As we have shared with the Board on previous occasions, the majority of our current network is reaching the end of its lifespan. The positive benefit of having so much equipment out of date is it allows us to implement a completely new design that will fundamentally change the way we conduct business. And that is what we're presenting today.

County IT has engaged with Presidio Networked Solutions, one of the leading Technology firms in the nation and experts in the field of network design. Together we have come up with program design to address the needs of our organization, and one that addresses many of our current structural deficiencies.

What we are bringing forward is an essential shift in our network design that positions the County for a solid foundation now, and a platform to support our growth for the short and long term. And we propose to do this in a cost effective and efficient way.

This new network design addresses our connectivity between buildings, enhances our redundancy / back-up capabilities, and provides a more robust platform that supports every single user in the organization.

Discussion

The cost to replace the necessary equipment represents a significant expense; at approximately \$1.8 million. Your Board has already approved a portion of this work (\$427,463) occurring at Health & Human Services, using their specific funding mechanism.

What IT proposes for addressing the rest of the County network is to lease this equipment rather than buy it as we have done previously. Leasing allows us to realize a lower upfront cost, lets us better manage our monthly costs, and positions us for a regular replacement cycle.

Beginning with the budgeting process for this new fiscal year, departments were asked to set aside \$40 per allocated position per month. This will be placed into a separate, dedicated account established by the Auditor to fund the leasing of the network equipment. This revenue stream will be used solely to fund the lease costs of this replacement network equipment.

Committee

Because of the time sensitivity of this project, we have brought this request directly to the full Board.

General Fund Impact

As discussed above, the cost of this refresh is spread across the organization through a \$40/month per allocated position. It has already been budgeted by Departments. Total lease value of what is before you today is estimated to be \$1,476,315. Lease payments for the four year lease will be fully covered by this collected revenue stream.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE MASTER
LEASE AGREEMENT WITH PRESIDIO TECHNOLOGY
CAPITAL AND AUTHORIZING THE BOARD CHAIR TO
SIGN, APPROVING THE QUARTERLY ADDENDUM,
AND AUTHORIZING THE PURCHASING AGENT
TO SIGN SUBSEQUENT DOCUMENTS NECESSARY
TO COMPLETE THE ACQUISITION OF TECHNOLOGY
ASSETS UNDER THE AGREEMENT.**

WHEREAS, the current Yuba County local area network equipment has reached its end of support and can no longer support the County's needs; and

WHEREAS, Yuba County Administrative Services IT Division has consulted with Presidio Networked Systems to conduct an assessment of the County's existing network and to provide a recommended design and subsequent quote to provide a holistic solution and upgrade to the County local area network (LAN); and

WHEREAS, Presidio has recommended the County replace the equipment that is out of date or no longer supported by the manufacturer; and

WHEREAS, in anticipation of this work Administrative Services has worked with Departments to budget an added \$40 per allocated position per month to cover the cost of this project; and

WHEREAS, leasing the replacement equipment offers the County the greatest flexibility for equipment replacement; and

WHEREAS, Administrative Services has worked closely with the Auditor to define specific accounts as well as a process to collect this revenue,

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby authorizes:

- The Board Chair to execute the Master Lease Agreement with Presidio Technology Capital, and
- Authorize the Chair to execute the first Quarterly Addendum, and
- Authorize the Yuba County Purchasing Agent to sign any subsequent forms, purchase orders, or other documentation necessary to accomplish this acquisition.

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

AYES:

NOES:


ABSENT:

ABSTAIN:

CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



Master Equipment Lease Agreement

BETWEEN:	Presidio Technology Capital, LLC (the "Lessor") 2 Sun Ct. Norcross, GA 30092
AND:	County of Yuba (the "Lessee") 915 8th St, Ste 119 Marysville, CA 95901 Attention: Doug McCoy Telephone: 530-749-7880
DATED:	6/1/2013

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Sales Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) business days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Sales Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Nonappropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Sale Value" or "FMSV" shall mean the value of each Item of Property for sale, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Sale Value of the Property, such Fair Market Sale Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget

This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

year.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder.

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Nonappropriation has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Rental Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate.

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Property Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property. Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02 Tax Benefits: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless.

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions, attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.

- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and interest, with such interest accruing on principal amounts outstanding from time to time. The rate of such interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the interest exceeds such maximum, then at Lessor's option, if permitted by law, the interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE (A) WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE AND (B) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. Lessee shall pay when due and shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement (together with interest and penalties thereon and including, without limitation, sales, use, gross receipts, personal property, real property, real estate excise, ad valorem, business and occupational, franchise, value added, leasing, leasing use, documentary, stamp or other taxes) imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee). Whenever this Lease terminates as to any Property, Lessee shall, upon written request by Lessor, advance to Lessor the amount estimated by Lessor to be the personal property or other taxes on said item which are not yet payable, but for which Lessee is responsible. Lessor shall, at Lessee's request, provide Lessee with Lessor's method of computation of any estimated taxes. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall name Lessor as sole loss payee. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b)

This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or purchase may be retained by Lessee. In the event Lessee elects to replace the Property, Lessor's interest in such replacement property shall be free and clear of all liens and encumbrances of every kind or nature whatsoever, and the Property Schedule shall continue in full force and effect as though such Loss had not occurred, except that the replacement property shall become Property for all purposes of the Property Schedule in lieu of the replaced Property.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Supplier's Warranties. During the Lease Term, Lessor hereby assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Purchase, Extension And Option Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following purchase and extension options at the expiration of the Lease Term, or any Extension Term, to: (i) purchase all, but not less than all, Property for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof; (ii) renew this Lease on a monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (iii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (ii) above.

Payment of the Purchase Option Price, applicable sales taxes, together with all other amounts due and owing by Lessee under the Lease (including, without limitation, Rental Payments) during such Lease Term shall be made on the last day of the Lease Term in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Property ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR MAY SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS AND WARRANTIES.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property,

This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) In the event that the Supplier erroneously invoices Lessee for the Property, Lessee agrees to forward said invoice to Lessor immediately. Lessee acknowledges that the Property is, and shall at all times remain, the property of Lessor, and that Lessee has no right, title or interest therein or thereto except as expressly set forth in this Lease.

(b) **Personal Property Tax.** Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall assemble and return the Property to Lessor by delivering such Property F.A.S. or F.O.B. to such location or such carrier (packed for shipping) as Lessor shall specify. Lessee agrees that the Property, when returned, shall be in the condition required by Section 8.01 hereof. All components of the Property shall have been properly serviced, following the manufacturer's written operating and servicing procedures, such that the Property is eligible for a manufacturer's standard, full service maintenance contract without Lessor's incurring any expense to repair or rehabilitate the Property. If, in the opinion of Lessor, any Property fails to meet the standards set forth above, Lessee agrees to pay on demand all costs and expenses incurred in connection with repairing such Property and restoring it so as to meet such standards. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death of any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

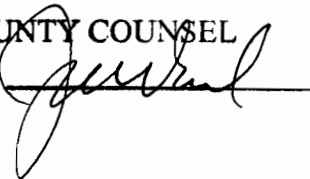
14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Presidio Technology Capital, LLC
By: _____
Name: _____
Title: _____

Lessee: County of Yuba
By: _____
Name: _____
Title: _____

Attest:
By: _____
Name: _____
Title: _____

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

PRESIDIO

TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC · TWO SUN COURT · NORCROSS, GA. 30092-9204

THIS QUARTERLY ADDENDUM (the "Agreement"), which is entered into as of _____ between Presidio Technology Capital, LLC ("Lessor") and County of Yuba (Lessee"), is intended to modify and supplement the Master Equipment Lease Agreement between Lessor and Lessee dated June 1, 2013 (the "Master Equipment Lease Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Equipment Lease Agreement.

Quarterly Addendum

1. LESSEE NAME & ADDRESS: County of Yuba
915 8th St
Suite 119
Marysville, CA 95901
Federal Tax ID No: 94-6000549
State Incorporated: CA
State ID No: _____
2. QUARTERLY ADDENDUM START DATE: 06/1/2013 (Date Lessee can start ordering equipment or services)
3. MASTER EQUIPMENT LEASE AGREEMENT WITH: County of Yuba
4. MASTER EQUIPMENT LEASE AGREEMENT DATE: 06/1/2013
5. To confirm the agreement between County of Yuba. ("Lessee") and Presidio Technology Capital, LLC ("Lessor"), provided Lessee does not suffer a material adverse change (as hereinafter defined), Lessor will lease to Lessee, and Lessee will lease from Lessor, up to \$2,000,000.00 of Tier 1 Computer Equipment or such other computer equipment as agreed to by the parties (the "Property"), between the Quarterly Addendum Start Date ("Agreement") and 06/30/2014 (the "Agreement Term"). Notwithstanding the foregoing, the Agreement Term is the maximum duration of this Agreement, and is subject to quarterly credit approval. The Agreement Term may be modified at any time in Lessor's sole discretion. Lessee will be notified in advance of each quarter of the amount for which Lessee is credit approved for the following quarter of the Agreement Term.
6. During the Agreement Term, Lessee may, from time to time, obtain the Property from one or more mutually agreed upon suppliers. Upon delivery to and acceptance by Lessee (as described below), such Property will become subject to the Master Equipment Lease Agreement dated 06/1/2013 between Lessee and Lessor. Notwithstanding any provision in the Master Equipment Lease Agreement to the contrary, Lessee will have conclusively accepted the Property upon the Approval Date which shall be defined as the earlier of (1) the date Lessee submits to or otherwise approves for payment by Lessor the invoice for the Property or (2) executes and delivers an Acceptance Certificate.
7. Within five (5) days prior to the last day of each quarter during the Agreement Term, Lessor will submit to Lessee, and Lessee will execute and return to Lessor, a Property Schedule and Acceptance Certificate (plus such other documents reasonably requested by Lessor) for the Property delivered to and accepted by Lessee during the prior calendar quarter (excluding, however, the Property delivered during the last five (5) days of the quarter, which will be included on the next Property Schedule). Each Property Schedule will set forth the following terms (unless Lessee and Lessor agree to other terms than those outlined below in a mutually executed letter setting forth such terms, and any such alternative terms will be confirmed and acknowledged in a separate Property Schedule):
 - 7.1 Each Property Schedule for Cisco Lan Equipment will have a Rental Period of 48 months plus a 3 month transition period(s) and will provide for monthly payments, which payments shall commence on the last day of such calendar month.
 - 7.1 (i) The monthly Payment for Cisco Lan Equipment will be equal to the total property cost times the Adjusted Lease Factor. The Adjusted Lease Factor will be determined as of the Acceptance Date and will be equal to (.021638) (the "Base Lease Factor") plus/minus .000044 for every ten basis point difference between the 4 year SWAP Rate as of June 20, 2013 (1.16%) and the same rate as of the Acceptance Date.
 - 7.2 Each Property Schedule for EMC Storage Equipment will have a Rental Period of 48 months plus a 3 month transition period(s) and will provide for monthly payments, which payments shall commence on the c day of such calendar month.
 - 7.2 (i) The monthly Payment EMC Storage Equipment will be equal to the total property cost times the Adjusted Lease Factor. The Adjusted Lease Factor will be determined as of the Acceptance Date and will be equal to (.023197) (the "Base Lease Factor") plus/minus .000044 for every ten basis point difference between the 4 year SWAP Rate as of June 20, 2013 (1.16%) and the same rate as of the Acceptance Date.

- 7.3 Each Property Schedule for Cisco UCS Equipment will have a Rental Period of 48 months plus a 3 month transition period(s) and will provide for monthly payments, which payments shall commence on the last day of such calendar month.
- 7.3 (i) The monthly Payment Cisco UCS Equipment will be equal to the total property cost times the Adjusted Lease Factor. The Adjusted Lease Factor will be determined as of the Acceptance Date and will be equal to (.021769) (the "Base Lease Factor") plus/minus .000044 for every ten basis point difference between the 4 year SWAP Rate as of June 20, 2013 (1.16%) and the same rate as of the Acceptance Date.
- 7.4 Each Property Schedule for VMware will have a Rental Period of 48 months plus a 3 month transition period(s) and will provide for monthly payments, which payments shall commence on the last day of such calendar month.
- 7.4 (i) The monthly Payment for VMware will be equal to the total property cost times the Adjusted Lease Factor. The Adjusted Lease Factor will be determined as of the Acceptance Date and will be equal to (.023197) (the "Base Lease Factor") plus/minus .000044 for every ten basis point difference between the 4 year SWAP Rate as of June 20, 2013 (1.16%) and the same rate as of the Acceptance Date.
8. Along with and in addition to each original executed Property Schedule and Acceptance Certificate (and such other documents reasonably requested by Lessor), Lessee will deliver to Lessor, within ten (10) days of receipt of an invoice;
- (i) a check for an amount equal to one and a half (1 ½) times of the monthly rental payment, representing an interim period of forty-five (45) days from the Approval Date of the Property to the Acceptance Date under the Property Lease Schedule.
9. Lessee acknowledges and agrees that Lessor's agreement to lease to Lessee the Property is expressly conditioned upon Lessee's commitments as set forth above. Lessee also acknowledges and agrees that Lessor intends to assign to an already identified assignee certain Lessor rights under the Property Schedules to be executed under this Agreement. Such assignee has given contingent credit approval to Lessor for such assignment, with final approval being based upon Lessee's creditworthiness and other business considerations deemed relevant by the assignee at the time of any such assignment. In the event (i) Lessee does not enter into the specified Property Schedule on or before the specified date, (ii) Lessee suffers material adverse change (as hereinafter defined) (iii) Lessor's identified assignee mentioned above should withdraw or revoke its approval for the assignment, for any reason, and Lessor shall be unable to obtain, following commercially reasonable efforts, an alternative assignment under substantially similar terms, or (iv) circumstances arise that would otherwise render you in default under the Master Equipment Lease Agreement, or (v) Lessee is otherwise in breach of this Agreement, Lessor will not be obligated to supply or otherwise pay for any further Property under this Agreement and, upon demand, Lessee will immediately pay to Lessor any rent or other amounts which have accrued through such date and purchase all of the Property from Lessor for a total purchase price equal to the total purchase price paid by Lessor for the Property. In such event Lessor will be entitled to retain all rentals previously paid and receive all rentals billed or otherwise accrued but not paid under this Agreement as its fee, and Lessor will not be liable to Lessee for any damages resulting from exercising any of Lessor's remedies under this Agreement or the Master Equipment Lease Agreement.
10. As used herein, a "material adverse change" shall be deemed to have occurred if circumstances arise that, in Lessor's sole opinion, have or could have a material adverse effect on Lessee's operations or financial condition, could impair Lessee's ability to pay rent under this Agreement or any Property Schedule, or could impair Lessee's ability to perform any of Lessee's other obligations under the terms of this Agreement, the Master Equipment Lease Agreement or any Property Schedule.
11. Lessee hereby grants to Lessor a power of attorney to execute, on Lessee's behalf any and all UCC financing statements deemed necessary by Lessor to protect its interest in the property leased hereunder.
12. With respect to each item of Property that becomes subject to this Agreement, this Agreement shall remain in effect until such item of Property becomes subject to a Property Schedule. Upon such item of Property becoming subject to a Property Schedule, this Agreement shall terminate with respect to such item of Property, and such Property Schedule shall govern.

THIS AGREEMENT IS ISSUED PURSUANT TO THE MASTER EQUIPMENT LEASE AGREEMENT, WHICH LESSEE HAS REVIEWED AND HEREBY REAFFIRM, AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA. LESSEE AGREES THAT THE EQUIPMENT AND LESSEE'S OBLIGATIONS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IT INCORPORATES THOSE OF THE MASTER EQUIPMENT LEASE AGREEMENT.

Presidio Technology Capital, LLC

By: _____
Authorized Signature

Name (Type or Print) Date

County of Yuba

By: _____ <Sign here
Authorized Signature

Name (Type or Print) Date

NONE OF THE PROVISIONS OF THIS SCHEDULE MAY BE WAIVED OR AMENDED EXCEPT IN A WRITING SIGNED BY LESSEE AND LESSOR.

DATE OF ACCEPTANCE BY LESSOR:

Norcross, Georgia

County of Yuba

By: _____ <Sign here
Authorized Signature

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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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B
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

July 16, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: PUBLIC WORKS TRANSPORTATION MASTER PLAN 2013-2017

RECOMMENDATION:

Accept the Public Works recommended projects, funding sources and schedule identified in the Transportation Master Plan 2013-2017 subject to formal approval of the projects and funding in each fiscal year's Public Works budget.

BACKGROUND:

The Transportation Master Plan is a living document that helps Public Works schedule and monitor work load based on anticipated revenues over a 5-year period. The Plan was developed to establish a list of roads to receive surface treatments with local fuel tax funds and capital projects such as road reconstruction or bridge replacement to be funded with local impact fees as well as federal and state fuel tax funds, accompanied with a breakdown of the anticipated funding sources. By identifying anticipated projects and funding sources over a multiyear period, Public Works is able to better manage resources to accomplish the projects identified in the Plan.

It should be noted that the Plan is continually evolving due to the uncertainty associated with transportation funding and oil prices, as well as environmental/permitting issues, whether we are successful at obtaining competitive grants, and other emergencies or unforeseen problems that may arise on roads not currently anticipated. Projects may be delayed or deleted, and new projects added without prior notice or updating of the Plan. Public Works anticipates continuing to update the Plan every year or two.

DISCUSSION:

The Plan anticipates over \$62 million in revenue from the various funding sources over the five year period. However, this number could be significantly reduced depending on various factors, including if/when the State tampers with the local government's share of the gas tax.

The highlights of the Plan include approximately 23 miles of County roads proposed for surface treatments ranging from slurry seals to thin overlays using local fuel tax funds. Approximately 37 miles of County roads will be rehabilitated or substantially improved using state and federal

gas taxes. Approximately \$20 million in development impact fees are proposed for capacity enhancing projects in the County to construct new roads, widen existing roads, install new traffic signals, and construct a freeway interchange. Finally, we are anticipating approximately \$2.5 million in revenue from Measure D to be focused primarily on rehabilitation/reconstruction of primary truck routes in the County.

The section at the end of the Plan summarizes the completed projects our department has accomplished since 2005. This list will be expanded upon during each update of the Plan to keep a written chronicle of our completed road projects.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this is a routine update to a Plan previously reviewed by the Board.

FISCAL IMPACT:

All projects and associated funding are through anticipated non-general fund sources. Actual project costs and funding will be determined through the Public Works budget.



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Board of Supervisors *RB/HC*
FROM: Robert Bendorf, County Administrator
Martha Wilson, Human Resources Director *MW*
Michelle Ridgeway, Human Resources Analyst *me*
DATE: July 16, 2013
SUBJECT: Approve Memorandum of Understanding (MOU) between the
County of Yuba and the Law Enforcement Management /
Supervisory Association

RECOMMENDATION

It is recommended that the Board of Supervisors

1. Approve the attached Memorandum of Understanding between the County of Yuba and the Law Enforcement Management Supervisory Association (MSA) and authorize the Chairman to sign, and
2. Receive the proposed and amend Classification System-Basic Salary/Hourly Schedule which will be presented for adoption for all countywide positions on July 23, 2013.

BACKGROUND

Several months ago, the Board of Supervisors authorized staff to engage in discussions with labor associations in anticipation of this fiscal year. The primary focus of the discussions was to present the challenges of the 2013-2014 fiscal year which focused on three primary areas: 1) The slow economic recovery and relatively static General Fund revenues, 2) Salary increases that were deferred for several years, but now take effect beginning July 1, 2013, for all labor associations and their representative employees, and 3) the rising costs of health insurance premiums. Discussions were initiated and held with all labor associations in an effort to develop options for a balanced FY 2013-2014 budget.

DISCUSSION

MSA members number approximately 20. Per a past Side Letter of Agreement the MSA represented members would receive a cost of living increase of 4% effective July 1, 2013. This 4% increase was originally approved in 2007 as two 3% cost of living increases in successive years and has been not only reduced, but deferred for a number of years through several amendments or side letter agreements.

After numerous discussions, the County and the representatives from the MSA have tentatively agreed to not defer the increase, but rather enter into a new three year Memorandum of Understanding/Labor Agreement beginning July 1, 2013, and ending June 30, 2016. The following is a summary of the Memorandum of Understanding. Furthermore, due to time constraints and limited staff resources, the Comprehensive Memorandum of Understanding between the MSA and the County is in the process of being updated and will be presented to the Board of Supervisors within the next one to two months.

Term of Contract

July 1, 2013, through June 30, 2016.

Cost of Living Increase

Rather than receive the 4% increase on July 1, 2013, the MSA has agreed to a 2% cost of living increase on July 1, 2013, a 2% cost of living increase on July 1, 2014, and no cost of living increase during the last year of the contract.

Health Insurance

The County currently pays 80% of the monthly health insurance premium for MSA members who have one or more dependents and 100% for single coverage.

Effective January 1, 2015, the County will reduce its contribution and pay 70% of the monthly health insurance premium for MSA members who have one or more dependents and 90% for single coverage.

PERS Retirement

Currently the County pays the entire 9% Safety Retirement of the Employee's contribution to PERS. Effective July 1, 2014, the MSA Safety members will begin paying 4.5% of the 9% of their contribution and effective July 1, 2015, the MSA Safety members will pay the remaining 4.5% of the Employee's contribution. Thus after July 1, 2015, the County will no longer pay the MSA Safety members' Employee portion of PERS Retirement contribution. Beginning with both of those effective dates, the County will increase the base salary of MSA Safety members by 4.5% each year. These amounts will not compound any cost of living increase and will be applied concurrently.

Other Contract Provisions

- MSA has agreed to meet with the County during the term of the contract in efforts to develop a defined “cafeteria benefit plan” for health, dental and vision insurance.
- County will perform an actuarial study to determine costs associated with implementing the PERS Option 2 Death Benefit, for purposes of potential implementation for the MSA. This benefit is currently applied to a majority of County employees (MISC Retirement) but not for Safety Retirement employees. Agreed to further suspend the ability for MSA members to convert vacation hours to deferred compensation, which can be a significant cost to the County. In addition, the maximum vacation accruals remain at 350 hours.
- Equity adjustment of 2% for the Correction Sergeant position (effective for only one employee), which was to be reviewed due to jail operational changes.
- MSA and County will examine potential enrollment in State Disability Insurance as opposed to PORAC long-term disability.
- Agreed to discuss implementation impacts of the Affordable Care Act.

It is our expectation that the three year contract will provide for our dedicated employees to continue to serve the citizens of Yuba County and will allow the County to successfully recruit individuals to a career with the County of Yuba. We would like to thank the MSA leadership and their labor representative, Bob Jarvis, for their tireless efforts and willingness to work with the County during difficult fiscal periods.

FISCAL IMPACT

The general fund cost avoidance for FY 2013-2014 will be approximately \$55,000 based on applying a 2% cost of living increase rather than the 4% on 7/1/13. Additional savings to the general fund are anticipated beginning in January of 2015 with the proposed change in the portion of health insurance premiums paid by the County.

DSA/MSA CLASSIFICATION SYSTEM - BASIC SALARY SCHEDULE

EFFECTIVE 7/1/13

Code	Classification	Unit	Base Step A	Hourly	OT Code	WC Code
CDIS-1	COMMUNICATIONS DISPATCHER I	6	3,052	17.61	06	8810.1
CDIS-2	COMMUNICATIONS DISPATCHER II	6	3,448	19.89	06	8810.1
CSOR	COMMUNITY SERVICES OFFICER	6	3,145	18.14	06	9410
CORP	CORPORAL	6	3,995	23.05	06	7720
CORL	CORRECTIONAL LIEUTENANT	7	5,636	32.52	06	7720
CORS	CORRECTIONAL SERGEANT	7	4,252	24.53	06	7720
CRAN	CRIME ANALYST	6	4,118	23.76	06	8810.1
DESH-1	DEPUTY SHERIFF I	6	3,188	18.39	06	7720
DSHF-3	DEPUTY SHERIFF III	6	3,874	22.35	06	7720
DAIN	DISTRICT ATTORNEY INVESTIGATOR	6	4,679	26.99	06	9410.DA
EVTC	EVIDENCE TECHNICIAN	6	2,969	17.13	06	9410
SCSA	SHERIFF'S CIVIL SERVICES ASSOCIATE	6	3,251	18.39	6	9410
SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	5,636	32.52	06	7720
SHSC	SHERIFF'S SERGEANT - CORRECTIONS	7	4,632	26.72	06	7720
SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	4,632	26.72	06	7720
SUFI	SUPERVISING WELFARE FRAUD INVESTIGATOR	7	5,114	28.10	06	7720
WFIN	WELFARE FRAUD INVESTIGATOR	6	4,679	25.71	06	7720

Unit 6 = DSA

Unit 7 = MSA

MEMORANDUM OF UNDERSTANDING**BETWEEN****COUNTY OF YUBA****AND****LAW ENFORCEMENT MANAGEMENT SUPERVISORY ASSOCIATION**

Representatives of the Board of Supervisors of Yuba County (COUNTY) and representatives of the Law Enforcement Management Supervisory Association (MSA) have met and conferred with regard to wages, hours and other terms and conditions of employment.

Agreement has been reached by representatives of the COUNTY and MSA, and both desire to jointly enter into this written Memorandum of Understanding. This Memorandum will be effective on the date the provisions of this Memorandum are adopted into law by the Board of Supervisors, or on dates as otherwise indicated herein.

The following are the terms of this Agreement:

1. The Yuba County Merit Ordinance 3.10 Employer-Employee Relations, Yuba County Merit Resolution No. 2002-21, Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Resolution No. 2005-113 as amended by 2006-59, and the current comprehensive MOU along with its side letter(s) of agreement, as amended by this agreement, reflect all negotiated items between the COUNTY and the MSA. Additionally, both parties agree to update the current comprehensive MOU to incorporate these newly negotiated provisions by September 1, 2013, for approval by the Board of Supervisors.

2. Term of Contract:

The term of this Agreement begins July 1, 2013, and ends June 30, 2016.

3. PERS Retirement:

Effective July 1, 2013, the MSA members identified by CalPERS as PEPRA New Members will have an employee contribution rate of at least 50 percent of the normal cost rate of their defined benefit plan, rounded to the near ¼ percent; adjusted periodically. As of July 1, 2013, this employee contribution is 10% for Safety members and 7% for Miscellaneous. (Per newly adopted state law).

Effective July 1, 2014, the MSA Safety members (PEPRA Classic) will begin paying 4.5% of the current 9% Employee's share of Safety Retirement

contribution. In recognition of the MSA Safety members paying half of their Employee contribution, the County will increase the base salary of the MSA Safety members by 4.5%. These amounts will not compound any cost of living increase and will be applied concurrently.

Effective July 1, 2015, the MSA Safety members will pay the remaining 4.5% of the Employee contribution. In recognition of the MSA Safety members paying the remaining half of their Employee contribution, the County will increase the base salary of the MSA Safety members by 4.5%.

4. Cost of Living Adjustment

A. Safety Members

Effective July 1, 2013: 2% increase will be applied to base pay.

Effective July 1, 2014: 2% increase will be applied to base pay.

Effective July 1, 2015: No Cost of Living Adjustment.

B. Miscellaneous members (Non-Safety)

Cost of Living Adjustment for Non-Safety members (one classification – Senior Welfare Fraud Investigator):

Effective July 1, 2013: 5% increase will be applied to base pay. It should be noted that this singular position was previously with another employee association and transitioned to the MSA as a non-safety member during the term of both association contracts. The 5% salary increase is reflective of the agreed to increase and effective date of the association in which this position was a member.

Effective July 1, 2014: 2% increase will be applied to base pay.

Effective July 1, 2015: No Cost of Living Adjustment.

5. Salary Adjustment for Correctional Sergeant

Effective July 1, 2013, a 2% increase will be applied to base pay due to an agreed to equity adjustment reflective of the creation of this position and operational changes occurring in the Jail Division of the Sheriff's Department.

On the effective date, this increase shall be applied concurrently and not compound with the Cost of Living Adjustment noted in Section 4 of this Memorandum.

6. Health Insurance Benefits

Effective January 1, 2015, the County will reduce its contribution and pay 70% of the monthly health insurance premium for the MSA members who have one or more dependents and 90% for single coverage.

The MSA agrees to meet with the COUNTY and other county recognized employee organizations to develop a "cafeteria benefit plan" intended to be a county-wide replacement for current health, dental and vision benefit programs. If a successful plan design is developed, it will be considered for implementation no earlier than January 1, 2015.

7. Pre-Retirement Option 2 Death Benefit

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

8. Conversion of Vacation Overage Hours to Deferred Compensation

The MSA agrees to further suspend the ability of MSA members to convert vacation hours to deferred compensation until this Memorandum's successor negotiations are completed.

9. Vacation Hours – Maximum Accrual

The MSA agrees to maintain the current maximum vacation accrual of 350 hours per employee until this Memorandum's successor negotiations are completed.

10. PORAC Retiree Medical Reimbursement Trust

MSA desires to participate in the PORAC Retiree Medical Reimbursement Trust and it is agreed between the COUNTY and MSA that;

- A. MSA members may participate at their own expense and the COUNTY will not provide contributions to the trust, and;

- B. COUNTY agrees that it will forward to the trust, should MSA elect to participate, the required contributions deducted from the MSA member's pay.
- C. The effective date is during the term of this Agreement and at the request of the MSA, which will provide sufficient notification to the COUNTY should its members elect to participate.

11. PORAC Long Term Disability

COUNTY and MSA agree to discuss the possibility of replacing PORAC Long Term Disability with State Disability Insurance during the term of this Memorandum.

12. Affordable Care Act

MSA agrees to the following language related to implementation of the Affordable Care Act; *"At such time as regulations are issued implementing the Affordable Care Act, the COUNTY and MSA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified or impacted by the ACA during the term of this Agreement, it is agreed that COUNTY and MSA will reopen the contract to meet and confer and determine how such mandated changes will be implemented."*

This Agreement is dated this _____ day of _____, 2013.

COUNTY OF YUBA

MANAGEMENT/SUPERVISORY ASSOC.

Andy Vasquez
Chair, Board of Supervisors

Wendell Anderson
MSA President


Martha K. Wilson
Human Resources Director


Bob Jarvis
MSA Representative

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

The County of Yuba

Office of the County Administrator

283-13



Robert Bendorf, County Administrator

TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/BW*
Martha Wilson, Human Resources Director *MW*
Michelle Ridgeway, Human Resources Analyst *MR*
DATE: July 16, 2013
SUBJECT: Approve Memorandum of Understanding (MOU) between the
County of Yuba and the Deputy Sheriff's Association

RECOMMENDATION

It is recommended that the Board of Supervisors

1. Approve the attached Memorandum of Understanding between the County of Yuba and the Deputy Sheriff's Association and authorize the Chairman to sign, and
2. Receive the proposed and amended Classification System-Basic Salary/Hourly Schedule which will be presented for adoption for all countywide positions on July 23, 2013.

BACKGROUND

Several months ago, the Board of Supervisors authorized staff to engage in discussions with labor associations in anticipation of this fiscal year. The primary focus of the discussions was to present the challenges of the 2013-2014 fiscal year which focused on three primary areas: 1) The slow economic recovery and relatively static General Fund revenues, 2) Salary increases that were deferred for several years, but now take effect beginning July 1, 2013, for all labor associations and their representative employees, and 3) the rising costs of health insurance premiums. Discussions were initiated and held with all labor associations in an effort to develop options for a balanced FY 2013-2014 budget.

DISCUSSION

Per a past Side Letter of Agreement, effective July 1, 2013 the DSA represented members would receive a cost of living increase of 4%. This 4% increase was originally approved as two 3% cost of living increases in successive years and has been not only reduced, but deferred for a number of years per the original Memorandum adopted in 2007.

After numerous discussions, the County and the DSA have tentatively agreed to not defer the increase, but rather enter into a new three year Memorandum of Understanding/ Labor Agreement beginning July 1, 2013 and ending June 30, 2016. This staff report contains a summary of the Memorandum of Understanding. Furthermore, due to time constraints and limited staff resources, the Comprehensive Memorandum of Understanding between the DSA and the County is in the process of being updated and will be presented to the Board of Supervisors within the next one to two months.

Term of Contract

July 1, 2013, through June 30, 2016.

Cost of Living Increase

Rather than receive the 4% increase on July 1, 2013, the DSA has agreed to a 2% cost of living increase on July 1, 2013, a 2% cost of living increase on July 1, 2014, and no cost of living increase during the last year of the contract.

Health Insurance

The County currently pays 80% of the monthly health insurance premium for DSA members who have one or more dependents and 100% for single coverage.

Effective January 1, 2014, the County will reduce its contribution and pay 70% of the monthly health insurance premium for DSA members who have one or more dependents and 90% for single coverage.

PERS Retirement

Currently the County pays the entire 7% MISC Retirement and 9% Safety Retirement Employee's contribution to PERS. Effective July 1, 2014, the DSA members will begin paying 3.5% of the 7% for MISC Retirement Employee Contribution and 4.5% of the 9% for Safety Retirement Employee contribution. Effective July 1, 2015, the DSA members will pay the remaining 3.5% for MISC Retirement and 4.5% for the Safety Retirement, thus after that date, the County will no longer pay the DSA members' portion of PERS. Beginning with both of those effective dates, the County will increase the base salary of the DSA classifications (of which the County pays the employee contribution) by 3.5%

for MISC members (Non-Safety) and 4.5% for Safety members each year. These amounts will not compound any cost of living increase and will be applied concurrently.

Other Contract Provisions

- DSA has agreed to meet with the County during the term of the contract in efforts to develop a defined “cafeteria benefit plan” for health, dental and vision insurance.
- County will perform an actuarial study to determine costs associated with implementing the Pre-Retirement Option 2 PERS Death Benefit for purposes of potential implementation for the DSA. This benefit is currently applied to a majority of County employees (MISC Retirement) but not for Safety Retirement employees.
- Agreed to further suspend the ability for DSA members to convert vacation hours to deferred compensation, which can be a significant cost to the County. In addition the maximum vacation accruals remain at 350 hours for members.
- DSA and County will examine potential enrollment in State Disability Insurance as opposed to PORAC long-term disability.
- Agreed to discuss implementation impacts of the Affordable Act.

It is our expectation that the three year contract will provide for our dedicated employees to continue to serve the citizens of Yuba County as well as being able to successfully recruit individuals to a career with the County of Yuba. We would like to thank the DSA leadership and their labor representative, Steve Allen, for their tireless efforts and willingness to work with the County during difficult fiscal periods.

FISCAL IMPACT

The general fund cost avoidance for FY 2013-2014 will be approximately \$250,000-\$300,000 based on applying a 2% cost of living increase rather than the 4% on July 1, 2013 and through implementation of health insurance premium cost sharing at the new ratio.

DSA/MSA CLASSIFICATION SYSTEM - BASIC SALARY SCHEDULE

EFFECTIVE 7/1/13

Code	Classification	Unit	Base Step A	Hourly	OT Code	WC Code
CDIS-1	COMMUNICATIONS DISPATCHER I	6	3,052	17.61	06	8810.1
CDIS-2	COMMUNICATIONS DISPATCHER II	6	3,448	19.89	06	8810.1
CSOR	COMMUNITY SERVICES OFFICER	6	3,145	18.14	06	9410
CORP	CORPORAL	6	3,995	23.05	06	7720
CORL	CORRECTIONAL LIEUTENANT	7	5,636	32.52	06	7720
CORS	CORRECTIONAL SERGEANT	7	4,252	24.53	06	7720
CRAN	CRIME ANALYST	6	4,118	23.76	06	8810.1
DESH-1	DEPUTY SHERIFF I	6	3,188	18.39	06	7720
DSHF-3	DEPUTY SHERIFF III	6	3,874	22.35	06	7720
DAIN	DISTRICT ATTORNEY INVESTIGATOR	6	4,679	26.99	06	9410.DA
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SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	5,636	32.52	06	7720
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SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	4,632	26.72	06	7720
SUFI	SUPERVISING WELFARE FRAUD INVESTIGATOR	7	5,114	28.10	06	7720
WFIN	WELFARE FRAUD INVESTIGATOR	6	4,679	25.71	06	7720

Unit 6 = DSA

Unit 7 = MSA

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF YUBA
AND
DEPUTY SHERIFF'S ASSOCIATION

Representatives of the Board of Supervisors of Yuba County (COUNTY) and representatives of the Deputy Sheriff's (DSA) have met and conferred with regard to wages, hours and other terms and conditions of employment.

Agreement has been reached by representatives of the COUNTY and DSA, and both desire to jointly enter into this written Memorandum of Understanding. This Memorandum will be effective on the date the provisions of this Memorandum are adopted into law by the Board of Supervisors, or on dates as otherwise indicated herein.

The following are the terms of this agreement:

1. The Yuba County Merit Ordinance 3.10 Employer-Employee Relations, Yuba County Merit Resolution No. 2002-21, and Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Resolution No. 2005-113 as amended by #2006-59, and the current comprehensive MOU along with its side letter(s) of agreement, as amended by this contract reflect all negotiated items between the County and the DSA. Additionally, both parties agree to update the current comprehensive MOU to incorporate these newly negotiated provisions by September 1, 2013, for approval by the Board of Supervisors.

2. Term of Contract:

The term of this Agreement begins July 1, 2013, and ends June 30, 2016.

3. PERS Retirement:

Effective July 1, 2013, DSA members identified by CalPERS as PEPRAs New Members will have an employee contribution rate of at least 50 percent of the normal cost rate of their defined benefit plan, rounded to the near ¼ percent; adjusted periodically. As of 7/1/2013, this employee contribution is 10% for Safety members and 7% for Miscellaneous. (Per newly adopted state law).

Effective July 1, 2014, the DSA members (PEPRA Classic) will begin paying 3.5% of the 7% MISC Retirement and 4.5% of the 9% Safety Retirement of their Employee contribution. In recognition of the DSA Members paying half of their

Employee contribution, the County will increase the base salary of those classifications in the DSA that the County currently contributes the Employee contribution by 3.5% (MISC) and 4.5% (Safety). These amounts will not compound any cost of living increase and will be applied concurrently.

Effective July 1, 2015, the DSA members will pay the remaining 3.5% (MISC Retirement) and 4.5% (Safety Retirement) of their Employee contribution. In recognition of the DSA Members paying the remaining half of their Employee contribution, the County will increase the base salary of those classifications in the DSA that the County currently contributes the Employee contribution by 3.5% (MISC) and 4.5% (Safety).

Since the classifications of District Attorney Investigators and Welfare Fraud Investigators already pay the entire employee share of PERS Retirement, there is no offset for those classifications.

This section will have the effect of increasing the base salary of the DSA members and relieving the COUNTY of paying the Employees' share of CalPERS retirement costs.

4. Cost of Living Adjustment:

A. Cost of Living Adjustment for DSA Members not included in B below:

Effective July 1, 2013: 2% increase will be applied to base pay.

Effective July 1, 2014: 2% increase will be applied to base pay.

Effective July 1, 2015: No Cost of Living Adjustment

B. Cost of Living Adjustment for DSA Members in the Welfare Fraud Investigator and District Attorney Investigator classifications:

Effective July 1, 2013: 5% increase will be applied to base pay. It should be noted that these positions were previously with another employee association and transitioned to the DSA during the term of both association contracts. The 5% salary increase is reflective of the agreed to increase and effective date of the association in which these positions were members.

Effective July 1, 2014: 2% increase will be applied to base pay.

Effective July 1, 2015: No Cost of Living Adjustment

5. Health Insurance Benefits

Effective January 1, 2014, the County will reduce its contribution and pay 70% of the monthly health insurance premium for the DSA members who have one or more dependents and 90% for single coverage.

The DSA agrees to meet with the COUNTY and other county recognized employee organizations to develop a "cafeteria benefit plan" intended to be a county-wide replacement for current health, dental and vision benefit programs. If a successful plan design is developed it will be considered for implementation no earlier than January 1, 2015.

6. Pre-Retirement Option 2 Death Benefit

A. During Fiscal Year 2013-2014, COUNTY agrees to conduct an actuarial study for implementation of the Pre-Retirement Option 2 Death Benefit offered by CalPERS.

B. COUNTY agrees to implement the Pre-Retirement Option 2 Death Benefit on July 1, 2014, only if;

- i. The costs associated with the actuarial valuation is reasonable in the opinion of the County Administrator and;
- ii. The costs can be absorbed in the Fiscal Year 2014-2015 budget.

7. Conversion of Vacation Overage Hours to Deferred Compensation

The DSA agrees to further suspend the ability of a DSA member to convert vacation hours to deferred compensation until this Memorandum's successor negotiations are completed.

8. Vacation Hours – Maximum Accrual

The DSA agrees to maintain the current maximum vacation accrual of 350 hours per employee until this Memorandum's successor negotiations are completed.

9. PORAC Retiree Medical Reimbursement Trust

DSA desires to participate in the PORAC Retiree Medical Reimbursement Trust and it is agreed between the COUNTY and DSA that;

- i. DSA members may participate at their own expense and the COUNTY will not provide contributions to the trust, and;
- ii. COUNTY agrees that it will forward to the trust, should DSA elect to participate, the required contributions deducted from the DSA members' pay.
- iii. The effective date is during the term of this agreement and at the request of the DSA, which will provide sufficient notification to the COUNTY should its members elect to participate.

10. PORAC Long Term Disability

COUNTY and DSA agree to discuss the possibility of replacing PORAC Long Term Disability with State Disability Insurance during the term of this Memorandum.

11. Affordable Care Act

DSA agrees to the following language related to implementation of the Affordable Care Act; *"At such time as regulations are issued implementing the Affordable Care Act, the COUNTY and DSA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified or impacted by the ACA during the term of this agreement, it is agreed that COUNTY and DSA will reopen the contract to meet and confer and determine how such mandated changes will be implemented."*

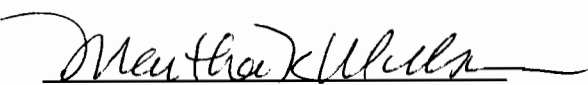
This Agreement is dated this _____ day of _____, 2013.

COUNTY OF YUBA

DEPUTY SHERIFF'S ASSOCIATION

Andy Vasquez
Chair, Board of Supervisors

Christopher Mark Heath
DSA President



Martha K. Wilson
Human Resources Director

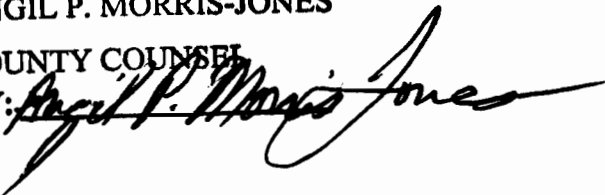
Steve Allen
DSA Representative

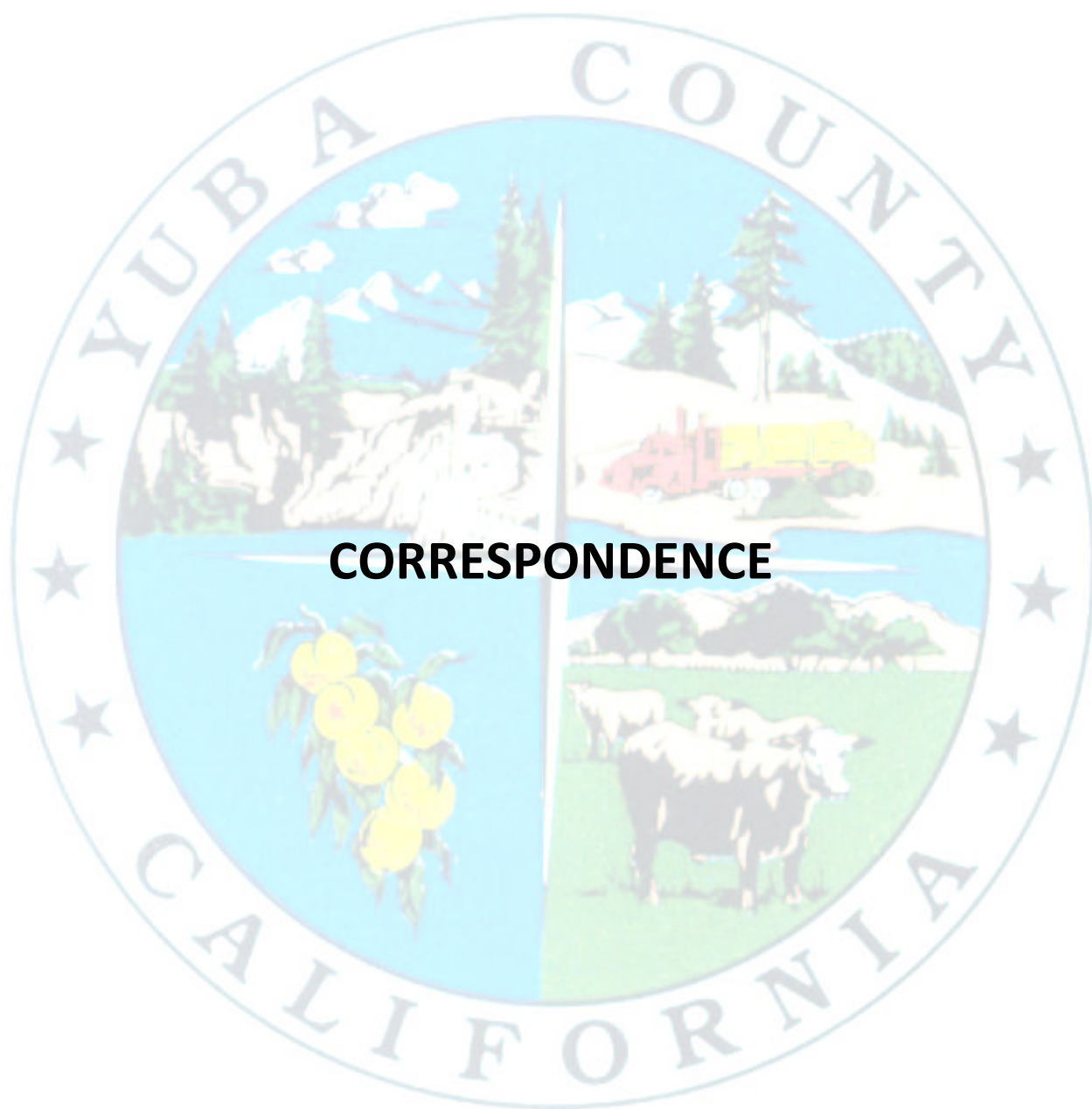
APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY:







Commissioners
Michael Sutton, President
Monterey
Richard Rogers, Vice President
Santa Barbara
Jim Kellogg, Member
Discovery Bay
Jack Baylis, Member
Los Angeles
Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



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

July 3, 2013

RECEIVED
JUL 5 2013
Clerk/Board of Supervisors

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the revisions being made to the Notice of Proposed Rulemaking (OAL File Number Z-2013-0611-08) regarding the Commercial Herring Regulations, which was published in the California Regulatory Notice Register on June 21, 2013. The revisions affect the Economic Impact of Regulatory Action.

Sincerely,

Sheri Tiemann
Staff Services Analyst

Attachment

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

In the June 21, 2013 edition of the California Regulatory Notice Register (Register 2013; No. 25-Z, p. 914), the California Fish and Game Commission published a notice to amend sections 163 and 164, Title 14, CCR, regarding Commercial Herring Fishing. Revisions are being made to the Notice of Proposed Rulemaking (OAL File Number Z-2013-0611-08) as follows:

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The Department is providing the Commission analyses on three potential 2013-2014 quota options for San Francisco Bay ranging from zero to 10 percent of the 10-year average biomass estimate of 46,000 tons. The potential incremental changes to total State economic output for these three options, zero, 2,300, or a 4,600 ton quota, are \$(3,784,000), \$(659,000), and \$2,473,000, respectively, relative to 2012-2013 season's 2,854 ton quota and the ex-vessel price/ton. Thus any quota over 2,854 tons could potentially generate incremental increases in ex-vessel landing revenues to the fishermen and increases to total economic output for the State. Conversely, an allowable quota less than 2,854 tons could result in adverse incremental impacts to Statewide economic output of \$3,784,000 and \$659,000 (in 2012 dollars), for zero and 2,300 ton 2013-2014 quotas, respectively. This is based on a total economic output multiplier of 1.899 used in calculating total economic output effects (direct, indirect, and induced) from California commercial herring fishery activity. There is a relationship between quota and economic impact which can be calculated for any quota amount by using the following formula:

$$[(\text{Proposed Quota } \$) - (\text{Prior Quota } \$)] \times 1.8996 = \text{"total economic output impact in \$"}$$

No adverse incremental economic impacts to businesses in California would occur under a quota allocation of 2,854 tons or more. Moreover, given the overriding market conditions for herring roe (declining demand overseas and lower prices), an allocation of 2,854 tons or more is not expected to affect the ability of California businesses to compete with businesses in other states.

No commercial herring fishing activity has taken place in Tomales Bay since 2007, in Humboldt Bay since 2005 and in Crescent City Harbor since 2002; thus no adverse incremental economic impacts to businesses would occur under a quota allocation of zero (0) to 30 tons, zero (0) to 60 tons, and zero (0) to 350 tons for Crescent City Harbor, Humboldt Bay, and Tomales Bay, respectively.

No adverse incremental economic impacts to fresh fish businesses in California would occur with a change to existing fresh fish regulations for herring.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in

California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

Any quota option over 2,854 tons will result in positive incremental contributions to employment for the State: for example, an increase of about 35 jobs for a quota of 4,600 tons. Conversely, a zero or 2,300 ton allowable quota could adversely impact as many as 243 or 9 jobs in the fishing industry and related industries. This is based on an employment multiplier of 26.7 jobs per each million dollar change in direct output from herring fishing activities, and a fleet of about 190 permittees for San Francisco Bay.

Impacts to Small Business: The Commission has determined that the amendments to sections 163 and 164, which establish a fishing quota from zero to 10 percent of the preceding year's spawning biomass, will affect small businesses. Most of the commercial herring industry consists of small businesses which are legally required to comply with the regulation and will possibly incur a detriment from the enforcement of the regulation.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for a herring fishery encourages consumption of a nutritious food.

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

The Commission anticipates benefits to the environment through the continued sustainable management of California's herring resources.

FISH AND GAME COMMISSION

Sonke Mastrup
Executive Director

Dated: June 24, 2013

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The County of Yuba

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901

LOUIE B. MENDOZA, JR.
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES



(530) 749-5400
Fax (530) 749-5404
yubaag@co.yuba.ca.us

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

RECEIVED

JUL 8 2013

Clerk/Board of Supervisors

To: Honorable Board of Supervisors, Yuba County
County Administrative Officer
From: Louie B. Mendoza Jr., Agricultural Commissioner
Subject: Yuba County Agricultural Crop Report for 2012
Date: July 8, 2013

RECEIVED BY
JUL 10 2013

We will be “officially” releasing the Yuba County Agricultural Crop Report for 2012 on Tuesday July 9, 2013. Enclosed is your copy of the report for your review prior to its release.

Due to time constraints I was not able to agendize this item for Tuesday’s July 9, 2013 Board of Supervisors meeting. However, I will provide a quick update during the public comment section at Tuesday’s Board of Supervisors meeting.

This report reflects the condition, acreage, production and value of the agricultural products in Yuba County.

Of interest, the last two year average has provided historical record levels for agricultural production in Yuba County.

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2012 CROP REPORT



The County of Yuba

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901

LOUIE B. MENDOZA, JR.
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES



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KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

YUBA COUNTY DEPARTMENT OF AGRICULTURE

Karen Ross, Secretary
California Department of Food and Agriculture
and
The Honorable Board of Supervisors
County of Yuba, California

In accordance with the provisions of Section 2279 of the California Food and Agricultural Code, I am pleased to submit the 2012 Crop Report for Yuba County. This report represents estimated acreage, yield, and gross value of agricultural products in Yuba County.

The gross value of Yuba County's agricultural production for 2012 fell short of last year's all time high to **\$212,856,000**. The figures presented in this report are estimated gross values with no consideration of production costs and do not reflect net income to producers.

There were significant changes for 2012 led by Walnut (English), Rice, Kiwi and Milk with varied totals. Rice was replaced as the number one commodity by Walnut; which grossed \$59,476,000 due to increased harvested acreage and price. Rice lost \$4,811,000 in value due to lower prices, but still generated \$57,114,000. Kiwi increased by \$1,440,000 to \$4,496,000. Yuba County fell just short of 2011's record value by only \$39,000; however, the last two years have provided record levels in agriculture production.

The contribution of agriculture to the economy of Yuba County is not totally reflected in the values contained in this report. Processing, transporting, marketing, and other farm related services directly or indirectly tied to agriculture benefited appreciably as the agricultural industry returned over **\$866,000,000** to our local economy in 2012, or about \$2.4 million a day.

My sincere appreciation is expressed to everyone who contributed information with special recognition to Robert Umino who compiled this report.

Respectfully submitted,

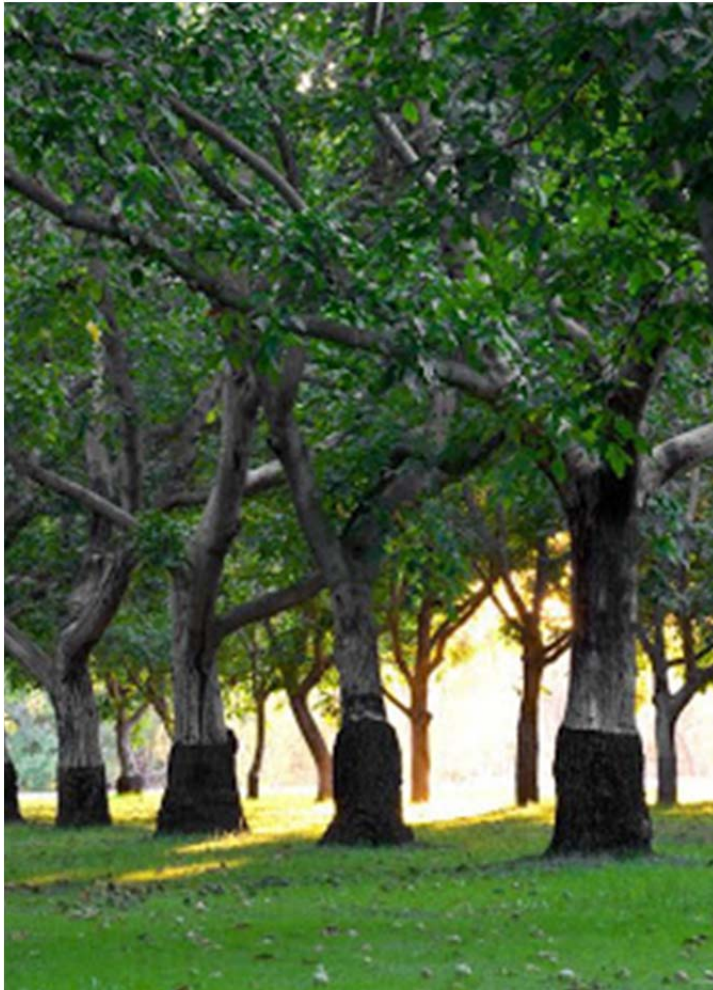
Louie B. Mendoza, Jr.
Agricultural Commissioner

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Agriculture and Yuba County's General Plan



Agriculture is the most extensive land use in Yuba County and the most significant component of the county's economy.

Approximately 278,943 acres, or 68 percent of the total county area, are comprised of agricultural croplands and pasture. The value of agricultural land, however, is not limited to the provision of food, fiber and jobs. Agricultural land also provides open space which has both psychological and aesthetic benefits, and provides important wildlife habitat. The importance of agricultural land preservation can, therefore, be viewed from both an economic and environmental perspective.

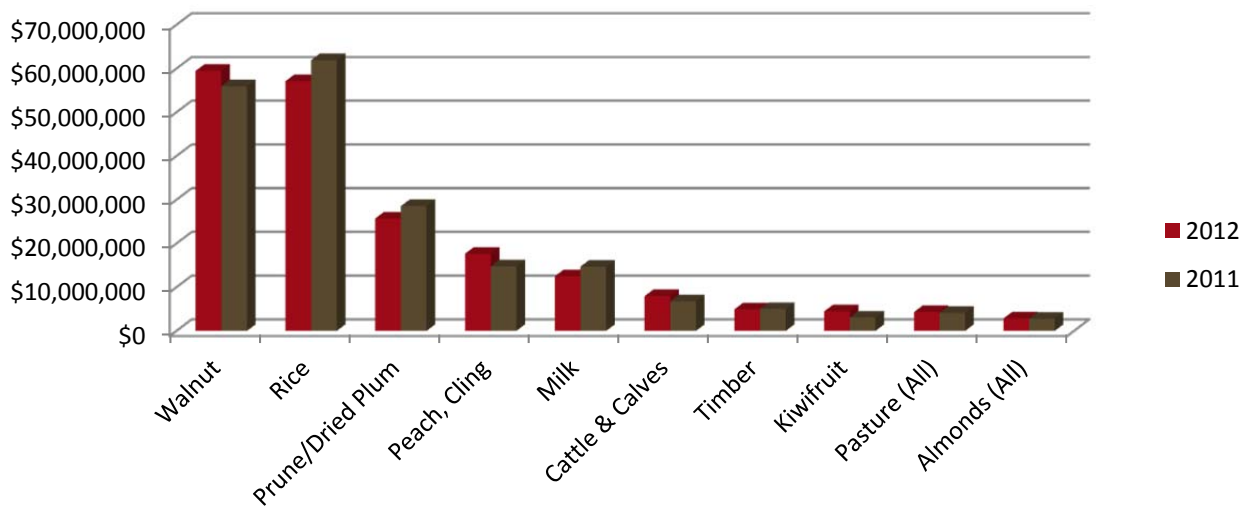
Yuba County recognizes the importance of agricultural land and the need to place an emphasis on its preservation. The County's desire to preserve its most valuable farmland and to support the economic viability of the agricultural economy is reflected in goals, objectives, policies and implementation strategies set forth in this *General Plan*. These goals, objectives, policies and implementation strategies are compiled and presented in this section in order to allow the reader to quickly become familiar with the County's commitment to agricultural land preservation.

The contribution of agriculture to the economy of Yuba County is not totally reflected in the values contained in this report. Processing, transporting, marketing and other farm-related services directly or indirectly tied to agriculture benefited appreciably as the agriculture industry returned over **\$866,000,000 to our local economy in 2012**, or about **\$2.4 million per day**.

Leading Agricultural Commodities



Rank	CROP	2012 VALUE	2011 VALUE
1	Walnut	59,476,000	55,938,000
	<i>Increased price and yield</i>		
2	Rice	57,117,000	61,925,000
	<i>Increased yield with a decrease in price</i>		
3	Prune/Dried Plum	25,719,000	28,548,000
	<i>Lower price and less acreage harvested</i>		
4	Peach, Cling	17,652,000	14,759,000
	<i>Increased price and yield</i>		
5	Milk	12,496,000	14,722,000
	<i>Lower production and lower price</i>		
6	Cattle and Calves	7,970,000	6,757,000
	<i>Increase in price</i>		
7	Timber	4,951,000	5,017,000
	<i>Higher price per board foot with less production</i>		
8	Kiwifruit	4,496,000	3,056,000
	<i>Increased price and yield</i>		
9	Pasture, All	4,326,000	4,118,000
	<i>Increased price</i>		
10	Almonds, All	2,869,000	2,798,000
	<i>Increased yields with a decrease in price and harvested acres</i>		



2012 Exports

The following commodities were exported directly from Yuba County in 2012. In addition, a number of Yuba County Phytosanitary export inspections are conducted and exported by other counties.



COUNTRIES OF EXPORT

EXPORTED COMMODITIES

Almonds
Cherries
Kiwifruit
Pears
Prunes (fresh and dried)
Rice
Seed
Timber (logs and burls)
Walnuts (in-shell and shell)

Australia	Italy
Canada	Japan
Chile	Republic of Korea
China	Kuwait
Costa Rica	Lebanon
Ecuador	Mexico
Egypt	Netherlands
El Salvador	New Zealand
Finland	Saudi Arabia
France	Spain
French Polynesia	Switzerland
Germany	Sweden
Greece	Taiwan
Guatemala	Turkey
Hong Kong	United Arab Emirates
Honduras	United Kingdom
Israel	Vietnam

Fruit and Nut Crops



CROP	YEAR	PRODUCTION				VALUATION ¹ (In U.S. dollars)		
		HARVESTED ACREAGE	PER ACRE	TOTAL	UNITS	UNIT VALUE	TOTAL	VALUE
Almond, Total	2012	860	---	----	----	-----		2,869,000
	2011	981	---	-----	----	-----		2,798,000
Almond, Nuts	2012	860	0.72	619	TONS	4,530		2,805,000
	2011	981	0.52	510	TONS	5,380		2,744,000
Almond, Hulls	2012	----	---	774	TONS	83		64,200
	2011	----	---	638	TONS	85		54,200
Kiwifruit	2012	319	8.10	2,584	TONS	1,740		4,496,000
	2011	326	7.50	2,445	TONS	1,250		3,056,000
Peach - Cling	2012	3,632	16.20	58,838	TONS	300		17,652,000
	2011	3,261	15.50	50,546	TONS	292		17,652,000
Prune/Dried Plum	2012	7,367	2.70	19,891	TONS	1,293		25,719,000
	2011	9,780	2.10	20,538	TONS	1,390		28,548,000
Walnut - English	2012	11,560	2.10	24,276	TONS	2,450		59,476,000
	2011	11,055	2.20	24,321	TONS	2,300		55,938,000
Misc. Fruit & Nut Crops ²	2012	1,574	---	----	----	-----		7,986,000
	2011	1,728	---	----	----	-----		8,641,000
Total	2012	25,312						118,198,000
	2011	27,131						113,740,000

¹ Rounding may alter totals/computations slightly.

² Apple, Apricot, Blackberry, Cherry, Chestnut, Citrus, Table & Wine Grape, Jujube, Nectarine, Olive(for Oil), Pear (Asian, European, Fresh, and Processing), Persimmon, Peach (Freestone), Pistachio, Plum/Pluot, fresh Prune, Pomegranate, Strawberry, and Other Miscellaneous Fruit.

Field and Vegetable Crops (including Nursery and Seed)



CROP	YEAR	PRODUCTION				VALUATION ¹ (In U.S. dollars)		
		HARVESTED ACREAGE	PER ACRE	TOTAL	UNITS	UNIT VALUE	TOTAL	VALUE
Hay, Alfalfa ²	2012	487	4.60	2,240	TONS	210		470,000
	2011	380	5.60	2,128	TONS	220		468,000
Hay, Other	2012	2,000	3.40	6,800	TONS	100		680,000
	2011	2,220	2.30	5,060	TONS	96		486,000
Pasture, Irrigated ³	2012	9,300	1.00	9,300	ACRES	140		1,302,000
	2011	9,300	1.00	9,300	ACRES	138		1,283,000
Pasture, Dryland ³	2012	189,000	1.00	189,000	ACRES	16		3,024,000
	2011	189,000	1.00	189,000	ACRES	15		2,835,000
Rice ⁴	2012	37,600	4.34	163,184	TONS	350		57,114,000
	2011	38,000	4.20	159,600	TONS	388		61,925,000
Misc. Field and Vegetable Crops ⁵	2012	4,906	---	----	----	-----		6,105,000
	2011	5,886	---	----	----	-----		4,977,000
Total	2012	243,293						68,695,000
	2011	244,766						71,974,000

1 Rounding may alter totals/computations slightly.

2 Includes Oat, Ryegrass, Sudan, and Grass Hay. Name change from Hay-All to Other as this category never included Alfalfa Hay

3 The valuation is not an animal production figure, but a land value (rental equivalent).

4 Includes Production Flexibility Contract (PFC) and Market Loss Assistance Payment.

5 Corn-Grain, Corn-Silage, Miscellaneous Silage, Oat (Grain), Pumpkins, Safflower, Squash, Corn-Sweet, Corn-Ornamental, Wild Rice, Wheat, Miscellaneous Vegetable, Nursery, and Seed.

Organic Farms



18 Farms, 4,800 estimated acres

Crops include Apple, Cherry, Citrus, Fig, Grape (table and wine) Kiwifruit, Mushroom, Pasture (livestock), Nectarine, Olive for curing and oil, Peach, Pear, Pecan, Persimmon, Plum/Plout, Pomegranate, Prune, Rice, Walnut, Wild Rice and miscellaneous Vegetables

Livestock and Apiculture

CROP	YEAR	PRODUCTION			VALUATION ¹ (In U.S. dollars)	
		NUMBER OF HEAD	TOTAL	UNITS	UNIT VALUE	VALUE
Cattle and Calves ¹	2012	10,000				7,970,000
	2011	10,000				6,757,000
Sheep and Lambs	2012	500	400	CWT	141	63,000
	2011	450	400	CWT	110	44,000
Wool, All	2012		6,200	LBS	1.25	8,000
	2011		5,000	LBS	1.20	6,000
Milk, All	2012		694,200	CWT	18.00	12,496,000
	2011		739,404	CWT	19.91	14,722,000
Misc. Apiary Products ²	2012					70,000
	2011					76,000
Pollinations	2012		4,500	COLONIES	90.00	405,000
	2011		6,500	COLONIES	86.00	559,000
Total	2012					21,012,000
	2011					22,164,000

¹ Includes Cows, Calves, Steers and Replacement Heifers

² Honey, Beeswax, Package Bees and Queens



Timber

CROP	YEAR	PRODUCTION UNITS		VALUATION ¹ (In U.S. dollars)	
		TOTAL	VALUE	TOTAL	VALUE
Timber	2012	21,752,000	BF ¹		4,951,000
	2011	24,072,000	BF ¹		5,017,000
Total	2012	21,752,000	BF ¹		4,951,000
	2011	24,072,000	BF ¹		5,017,000

¹ BF – Thousand Board Feet

Crop Acreage Harvested

CROP	2012	2011	2010	2009
Fruit and Nut Crops (including Nursery and Seed)	25,312	27,131	26,263	24,698
Field and Vegetable Crops (including Nursery and Seed)	243,293	244,766	245,715	244,907
Total	268,605	271,897	271,978	269,905

Four-year Summary

CROP	2012	2011	2010	2009
Fruit and Nut Crops (including Nursery and Seed)	118,198,000	113,740,000	94,604,000	91,560,000
Field and Vegetable Crops (including Nursery and Seed)	68,695,000	71,974,000	80,118,000	88,226,000
Timber	4,951,000	5,017,000	2,934,000	2,606,000
Total Crop Value	191,844,000	190,731,000	177,656,000	182,392,000
Livestock and Apiculture	21,012,000	22,164,000	17,823,000	15,790,000
Total Agricultural Value	212,856,000	212,895,000	195,479,000	198,182,000

Fruit and Nut Crop Acreage

ORCHARD AND VINE CROPS	BEARING	NON-BEARING ¹	TOTAL
Almond	860	175	1,035
Kiwifruit	319	22	341
Misc. Fruit and Nut ²	1,574	275	1,849
Peach, Cling	3,632	188	3,820
Prune	7,367	1,293	8,660
Walnut, English	11,560	2,810	14,370
Total	25,312	4,763	30,075

1 Includes acres not harvested due to economic or weather related reasons

2 Apple, Apricot, Blackberry, Cherry, Chestnut, Citrus (including Mandarin), Grape (wine and table), Jujube, Nectarine, Peach (freestone), Olive (oil), Pear (Asian Bartlett and other), Persimmon, Pistachio, Plum/Pluot, Pomegranate and Prune (fresh)

Recapitulation

	2012	2011
Fruit and Nut Crop	118,198,000	113,740,000
Field and Vegetable Crops (including Nursery and Seed)	68,695,000	71,974,000
Timber	4,951,000	5,017,000
Livestock and Apiculture	21,012,000	22,164,000
Total Agricultural Production	212,856,000	195,479,000

Top ten crops and values – 15 year comparison

	1997	1998	1999	2000	2001	2002	2003	2004
Rice	\$32,814,000	\$29,808,000	\$34,500,000	\$41,527,000	\$35,347,000	\$35,284,000	\$43,571,000	\$29,414,000
Peaches, Cling	\$19,590,000	\$17,188,000	\$22,655,000	\$23,831,000	\$19,265,000	\$20,765,000	\$21,289,000	\$23,029,000
Walnuts	\$19,439,000	\$14,552,000	\$13,090,000	\$16,433,000	\$17,017,000	\$14,805,000	\$18,706,000	\$18,044,000
Dried Plums	\$24,420,000	\$7,302,000	\$21,150,000	\$24,336,000	\$12,210,000	\$19,983,000	\$19,596,000	\$6,929,000
Cattle & Calves	\$14,205,000	\$14,446,000	\$15,185,000	\$15,539,000	\$15,999,000	\$17,129,000	\$14,996,000	\$16,933,000
Almonds, All	\$2,491,000	\$1,858,000	\$1,462,000	\$1,123,000	\$1,046,000	\$1,024,000	\$2,098,000	\$2,227,000
Kiwi	\$2,150,000	\$3,755,000	\$3,136,000	\$2,243,000	\$2,709,000	\$3,118,000	\$1,429,000	\$3,184,000
Timber	\$13,753,000	\$14,917,000	\$7,652,000	\$13,930,700	\$8,203,000	\$5,604,000	\$8,097,000	\$10,037,000
Milk	\$7,141,000	\$7,233,000	\$8,556,000	\$7,944,000	\$9,649,000	\$7,652,000	\$8,569,000	\$10,733,000
Totals	\$136,003,000	\$111,059,000	\$127,386,000	\$146,906,700	\$121,445,000	\$125,364,000	\$138,351,000	\$120,530,000

	2005	2006	2007	2008	2009	2010	2011	2012
Rice	\$27,850,000	\$35,715,000	\$44,881,000	\$81,995,000	\$78,341,000	\$70,522,000	\$61,925,000	\$57,114,000
Peaches, Cling	\$22,988,000	\$13,071,000	\$16,677,000	\$11,781,000	\$21,470,000	\$20,100,000	\$14,759,000	\$17,652,000
Walnuts	\$21,605,000	\$20,680,000	\$32,403,000	\$17,494,000	\$27,476,000	\$35,311,000	\$55,938,000	\$59,476,000
Dried Plums	\$9,346,000	\$45,051,000	\$6,683,000	\$20,760,000	\$27,588,000	\$27,728,000	\$28,548,000	\$25,719,000
Cattle & Calves	\$12,654,000	\$6,592,000	\$12,654,000	\$8,969,000	\$5,827,000	\$5,851,000	\$6,757,000	\$7,970,000
Almonds, All	\$3,986,000	\$3,144,000	\$3,012,000	\$1,382,000	\$1,491,000	\$2,090,000	\$2,798,000	\$2,869,000
Kiwi	\$3,818,000	\$3,663,000	\$3,335,000	\$3,362,000	\$3,713,000	\$3,607,000	\$3,056,000	\$4,496,000
Timber	\$4,215,000	\$4,837,000	\$5,014,000	\$2,514,000	\$2,606,000	\$2,934,000	\$5,017,000	\$4,951,000
Milk	\$9,818,000	\$8,043,000	\$12,890,000	\$10,975,000	\$9,363,000	\$11,323,000	\$14,722,000	\$12,496,000
Totals	\$116,280,000	\$140,796,000	\$137,549,000	\$159,232,000	\$177,875,000	\$179,466,000	\$193,520,000	\$192,743,000

Annual Sustainable Agricultural Reporting

BIOLOGICAL CONTROL AND PEST MANAGEMENT

Pest	Agent/Mechanism	Scope of Program
Ash White Fly <i>Siphoninus phillyreae</i>	Stingless Wasp <i>Encarsia nr. inaron</i>	Found in general distribution throughout county
Puncture Vine <i>Tribulus terrestris</i>	Stem and Seed Weevils <i>Macrolainus lypriformis</i> , <i>Macrolainus Larenyii</i>	Found in general distribution throughout county
Yellow Star Thistle <i>Centaurea solstitialis</i>	Bud Weevil <i>Bangasternus orientalis</i>	Found in most areas of the county
	Seedhead Gail Fly <i>Urophora sirunaseva</i>	Found in most areas of the county
	Seedhead Fly <i>Chaetorellia spp.</i>	Found in most areas of the county
	Hairy Weevil <i>Eustenopus villosus</i>	Found in most areas of the county
	Yellow Star Thistle Rust Fungus <i>Puccinia jaceae var. solstitialis</i>	Two monitored sites
Klamath Weed <i>Hypericum perforatum</i>	Klamath Weed Beetle <i>Chrysolina quadrigemina</i>	Found in general distribution throughout county
Red Gum Lerp Psyllid <i>Glycaspis brimblecombei</i>	Encyrtid Parasitoid Wasp <i>Psyllaephagus bliteus</i>	Found in general distribution throughout county
Skeleton Weed <i>Chondrilla juncea L.</i>	Herbicide Application	Three sites
Silverleaf Nightshade <i>Solanum elaeagnifolium</i> AKA-White Horsenettle	Herbicide Application	One site
Russian Knapweed <i>Acroptilon repens (L.) DC</i>	Herbicide Application	Two sites

PEST ERADICATION

Pest	Agent/Mechanism/Activity	Scope of Program
Hydrilla <i>Hydrilla verticillata</i>	Mechanical, Herbicide application. Installed concrete lining to canal	1900 feet of canal

PEST EXCLUSION

Various UPS, truck shipments and packages were inspected.

YUBA COUNTY BOARD OF SUPERVISORS

Andrew Vasquez, Jr., Chairman
Roger Abe
Mary Jane Griego
John Nicoletti
Hal Stocker

YUBA COUNTY DEPARTMENT OF AGRICULTURE

AGRICULTURAL COMMISSIONER

Louie B. Mendoza, Jr.

ASSISTANT AGRICULTURAL COMMISSIONER

Kevin Roush

STAFF

Steven Anderson, Agricultural and Weights and Measures Specialist III
Robert Umino, Agricultural and Weights and Measures Specialist III
Todd Quist, Agricultural and Weights and Measures Specialist III
Errol Storm, Agricultural and Weights and Measures Specialist III
Kevin Lambert, Agricultural and Weights and Measures Specialist III
Margie Uralowich, Executive Assistant

SPECIAL THANKS

Yuba-Sutter Economic Development Corporation for layout and design assistance.

915 Eighth Street, Suite 127, Marysville, CA 95901
(530) 749-5400

This crop report and others are available at www.co.yuba.ca.us/Departments/Ag/



Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



285-13

Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

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

DATE: July 16, 2013

SUBJECT: Agreement with The Salvation Army for Residential Substance Abuse Treatment under the California Work Opportunity and Responsibility to Kids Program (CalWORKs)

RECOMMENDATION: Board of Supervisors approval of the Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and The Salvation Army for residential substance abuse treatment services for CalWORKs customers and their families for the term of July 1, 2013 through June 30, 2015 is recommended.

BACKGROUND: The CalWORKs program provides funding for CalWORKs recipients to receive substance abuse treatment services in order to eliminate barriers to employment. After an assessment and upon the recommendation from a Substance Abuse Counselor, CalWORKs recipients can be referred to residential substance abuse treatment services provided by The Salvation Army.

DISCUSSION: The Health and Human Services Department has the responsibility to provide residential substance abuse services when necessary to assist CalWORKs families to achieve and maintain self-sufficiency. Under the attached Agreement, The Salvation Army will provide a six-month residential substance abuse treatment program for referred CalWORKs customers and their families at The Depot at a rate of \$650.00 per month per client; with a maximum cap of \$3,900.00 per Fiscal Year; for a total of \$80,000.00 during the term of this Agreement.

FISCAL IMPACT: Approval of this Agreement will not impact County Funds. The costs for services provided under this Agreement is funded through federal and state dollars.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for residential substance abuse treatment services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and The Salvation Army ("CONTRACTOR"), a California corporation. The purpose of this Agreement is for the provision of residential substance abuse treatment services to CalWORKs clients for whom substance abuse is a barrier to 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", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-3 through A-4.

2. TERM.

Commencement Date: July 1, 2013

Termination Date: June 30, 2015

The term of this Agreement shall become effective on July 1, 2013, and shall continue in force and effect for a period of two (2) years, unless sooner terminated in accordance with the terms of this Agreement.

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

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be 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-5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Captain Tom Stambaugh 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-Yuba County Health and Human Services
Department Authorization for Release of Protected Health
Information and Other Client/Patient Case Related Information
Attachment G - Invoice For Payment
Attachment H - Confidentiality Provisions and Statements

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 _____, 2013.

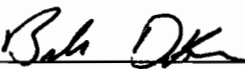
"COUNTY"

"CONTRACTOR"

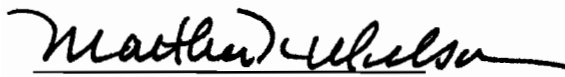
COUNTY OF YUBA

THE SALVATION ARMY

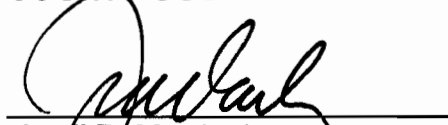
_____, Chair
Board of Supervisors


Tom Stambaugh, Captain
Bill Dickinson, Major

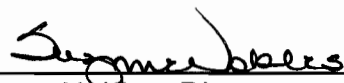
INSURANCE PROVISIONS APPROVED


Martha K. Wilson
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL


Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SERVICES

A.1 YCHHSD SCOPE OF RESPONSIBILITIES AND DUTIES. YCHHSD staff shall:

- A.** Identify those CalWORKs clients to be referred to CONTRACTOR for substance abuse residential treatment services to be provided by CONTRACTOR through its Salvation Army Depot Family Crisis Center ("The Depot") and initiate a referral to CONTRACTOR for such services. Both parties understand and agree that only those CalWORKs clients referred to CONTRACTOR for substance abuse residential treatment services by YCHHSD shall be eligible to receive services under this Agreement.
- B.** COUNTY will use Attachment F-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form to ensure that a valid authorization for release of Protected Health information (PHI) and Personally Identifiable Information (PII) and other client/patient case related information is received and signed before the client's/patient's PHI/PII is used or disclosed.
- C.** Participate in the collaborative case staffing meetings with CalWORKs and Child Welfare Services ("CWS") Social Worker staff, For Our Recovering ("F.O.R.") Families staff, mental health therapists, Probation staff, and staff from other agencies whenever appropriate at The Depot to determine the appropriate course of treatment for the CalWORKs clients determined to have substance abuse problems.
- D.** Develop a Welfare-to-Work ("WtW") plan to substantiate the CalWORKs client's participation and eligibility to services in the substance abuse residential treatment program at The Depot.
- E.** Make scheduled visits to The Depot to monitor the client's progress in meeting the objectives of both their WtW plan and CONTRACTOR's substance abuse residential treatment program.
- F.** Schedule quarterly meeting to discuss trends and changes in residential treatment and state regulations.

A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES. The CONTRACTOR, through its Depot staff, shall:

- A.** Receive referrals from YCHHSD CalWORKs program staff for those CalWORKs clients assessed by YCHHSD through its F.O.R. Families program to have a substance abuse problem, determine if The Depot can accommodate the CalWORKs client and family in its substance abuse residential treatment program, and notify YCHHSD CalWORKs program staff of whether or not the CalWORKs client has been accepted by the CONTRACTOR into its substance abuse residential treatment program.
- B.** CONTRACTOR will use Attachment F-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form when sharing client/patient's PHI/PII with COUNTY.
- C.** If accepted, place the CalWORKs client and its family at The Depot and develop a treatment plan for the CalWORKs client and its family members.
- D.** Participate in collaborative case staffing meetings with CalWORKs and CWS Social Worker staff, F.O.R. Families staff, mental health therapists, Probation staff, and staff from other agencies whenever appropriate to develop recommendations which are appropriate for the participating CalWORKs client and designed to meet the objectives of the substance abuse residential treatment service plan.
- E.** Monitor the participating CalWORKs client's attendance and compliance with the client's substance abuse residential treatment plan and notify YCHHSD CalWORKs and F.O.R. Families staff in writing within two (2) working days if the CalWORKs client fails to comply with his/her substance abuse residential treatment plan.
- F.** Provide progress summary sheet for each CalWORKs client in residential treatment to YCHHSD staff by the 5th of the month following the month of treatment.
- G.** Conduct drug testing for each participating CalWORKs client on a weekly basis and notify YCHHSD's CalWORKs Social Worker and F.O.R. Families staff of any negative tests results within one (1) working day of receipt of the results.

A.3 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.4 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.5 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 FEES FOR SERVICES. COUNTY shall pay CONTRACTOR for substance abuse residential treatment services rendered based upon the rate of \$650.00 per month per participant. In no event shall the amount of payment per participant exceed the maximum amount of \$3,900.00 per participant for a six-month period.

B.1.1 In the event that a CalWORKs client receives substance abuse residential treatment services from CONTRACTOR for only a portion of the month, the monthly rate of \$650.00 shall be prorated for the days in which CONTRACTOR actually provided services and payment shall be made accordingly, to the extent to which the CalWORKs client was otherwise eligible to receive services.

B.1.2 Both parties understand and agree that should a participating client's 60-month CalWORKs time clock expire during a month, the participating CalWORKs client's eligibility to residential treatment services under the CalWORKs program would also cease at the end of that month. Whenever possible, COUNTY agrees to notify CONTRACTOR of any participating CalWORKs client nearing the end of their 60-month CalWORKs time clock at least 60 days prior to the date of expiration.

B.2 MAXIMUM PAYMENT. COUNTY shall pay CONTRACTOR the costs of services rendered in accordance with the fees for services specified in Provision B.1 Fees For Services in a maximum amount not to exceed Forty thousand dollars (\$40,000.00) per fiscal year and Eighty Thousand dollars (\$80,000.00) for the term of this agreement

In no event shall total compensation paid to CONTRACTOR under this Provision B.2 exceed Forty thousand dollars (\$40,000.00) per fiscal year and Eighty Thousand dollars (\$80,000.00) for the term of this agreement without a formal written amendment to this Agreement approved by both parties.

B.3 FISCAL PROVISIONS.

B.3.1. For the months through May during each fiscal year of the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format shown on Attachment G – Invoice Format on a monthly basis for payment of services rendered pursuant to this Agreement. Each invoice shall contain a signed Certification Statement as specified in Attachment G – Invoice Format and shall be submitted no later than the 10th of the month following the end of the month in which services were rendered.

B3.2. For the months of June in any fiscal year during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment G – Invoice Format, based upon the estimated costs of services to be rendered no later than June 10th. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the 10th day of the month following the month of provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated costs paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.3.3. COUNTY will remit payment to CONTRACTOR for services rendered within 30 days of receipt of invoice. Each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the invoice.

B.4 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.5 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.

B.6 AUDIT PROVISIONS. In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement or any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given an opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes 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 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.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.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website:

<http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.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 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.8 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of six (6) 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.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made

against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

D.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":

Captain Tom Stambaugh
Corps Officer
The Salvation Army
P.O. Box 869
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

**YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION AND
OTHER CLIENT/PATIENT CASE RELATED INFORMATION**

Salvation Army, Substance Abuse, FY 13/15 Page 22 of 29

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AUTHORIZATION FOR RELEASE OF

PROTECTED HEALTH INFORMATION
PERSONALLY IDENTIFIABLE INFORMATION
and/or
Other Client/Patient Case Related Information

This disclosure of information is for the following purpose:

☐ At the request of the individual

☐ Other: _____

If not revoked, this authorization shall terminate after one (1) year:

☐ Other date: _____ (must be less than one (1) year)

I understand the following about this authorization:

- I can revoke this authorization in writing. Requests to revoke authorizations must be made in writing to our department. For additional information see our Notice of Privacy Practices.
- I understand that treatment cannot be denied to me based on my refusal to sign this authorization. However, outside agencies which require protected health information to provide various services to or for me may not be able to do so without this information.
- If the organization I have authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.
- Disclosures resulting from this authorization may be in written, electronic, and/or verbal form.
- I have a right to receive and I will be offered a copy of this authorization.
- A copy of this authorization is as valid as an original.

Signature of _____

Date _____

☐ Client/Patient

☐ Patient Representative, e.g., parent, guardian, conservator

If patient representative enter, Relationship: e.g. mother, father _____

Witness: _____

Date _____

COUNTY STAFF USE ONLY

Initials of Staff Receiving Form	Mailed/Faxed by:	Date Mailed/Faxed:
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Additional notes: _____

ATTACHMENT G

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number			
The Salvation Army Depot Family Crisis Center State Certified Drug and Alcohol Program 408 J Street/PO BOX 869 Marysville, CA 95901		Phone: 530-216-4530 FAX: 530-634-6063 yubasutter@usw.salvationarmy.org			
Program		Period of Service/Invoice Number			
CalWORKs Substance Abuse					
Date of Service	Case Number	Rate	# of mo of Service	# of Days Prorated	Amount
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
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 Agreement; 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 Signer

Date

Mail original and back-up documentation to:
 Yuba County Health and Human Services Department
 Attention: Administration/Finance
 P.O. Box 2320
 Marysville, CA
 95901

ATTACHMENT H

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for residential substance abuse treatment services entered into between the COUNTY and The Salvation Army, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

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

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

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

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential

information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: 6/18/13

CONTRACTOR


(Signature)

Bill Dickinson, Major
~~Tom Stambaugh, Captain~~