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.

SEPTEMBER 24, 2013

8:30 A.M. **YUBA COUNTY WATER AGENCY**

9:25 A.M. **YUBA COUNTY HOUSING AUTHORITY**

A. Agenda and background

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

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Stocker

II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

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

A. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of September 10, 2013. (384-13)

B. Community Development and Services

1. Approve Amendment No. 1 with Parsons Brinckerhoff, Inc. for North Beale Road Complete Streets Design; authorize the Chair to execute agreement and Closure Statement, upon completion and acceptance of construction following review and approval of Counsel. (385-13)

2. Approve Cooperative Agreement with Caltrans for construction of Feather River Boulevard Interchange at State Route 70 and authorize the Chair to execute. (386-13)

C. Human Resources and Organizational Services

1. Adopt resolution adopting the departmental position allocation schedule in its entirety as it relates to Fiscal Year 2013-2014 budget effective July 1, 2013. (387-13)

2. Adopt resolution amending Article 5, Section 2 of the Yuba County Merit Resolution No. 2002-21, as it relates to recruitments. (388-13)

D. Sutter-Yuba Mental Health Services

1. Appoint Tom Sherry as Mental Health Director and Drug and Alcohol Administrator for Sutter-Yuba Mental Health Services. (389-13)

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. Community Development and Services

1. Receive public comment on the Draft 2013-2021 Housing Element Plan; provide staff direction, and direct staff to submit the Draft Housing Element to the California Department of Housing and Community Development. http://www.yubavision2030.org/Housing%20Element.aspx (20 minute estimate) (390-13)

B. County Administrator

1. Adopt joint resolution and amended Master Tax Sharing agreement with the City of Wheatland and authorize the Chair to execute same. (Four-fifths vote required) (15 minute estimate) (391-13)

C. County Counsel

1. Adopt resolution authorizing acceptance of grant of easement from the United States Air Force for crossings of rail spur along South Beale Road and authorize the Chair to execute acceptance and other documents as may be necessary. (392-13)

D. Sutter-Yuba Mental Health Services

1. Approve Mental Health Services Act Innovation Work Plans. (Five minute estimate) (393-13)

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

A. Pending litigation pursuant to Government Code §54956.9(d)(2) - Victor Community Support Services Inc. vs. Sutter Yuba Mental Health et al

B. Personnel pursuant to Government Code §545957 - Public Employee Appointment - Chief Information Officer

VII. **ADJOURN**

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

HOUSING AUTHORITY COMMISSION
BOARD OF SUPERVISORS CHAMBERS
915 8TH STREET, MARYSVILLE
September 24 at 9:20 A.M.

AGENDA

I. **CALL TO ORDER**

II. **ROLL CALL**
Commissioner Abe
Commissioner Griego
Commissioner Nicoletti
Commissioner Stocker
Commissioner Vasquez

III. **CONSENT ITEMS**
A. Approve Minutes – September 10, 2013
B. Approve Resolution for submittal of Housing Choice Voucher Family Self-Sufficiency Program Coordinator Grant Application

V. **ADJOURNMENT**

MINUTES
YUBA COUNTY HOUSING AUTHORITY COMMISSION
September 10, 2013

The meeting of the Yuba County Housing Authority Commission was called to order by Commissioner Vasquez at 9:20 a.m. in the Yuba County Board of Supervisors Chambers, Yuba County Government Center Marysville, California with a quorum being present as follows: Commissioners Abe, Griego, Nicoletti, Stocker and Vasquez.

CONSENT ITEMS

Commissioner Abe made a motion to approve the consent agenda which included the minutes of April 23, 2013, approve the submittal of the revised Yuba County Housing Authority Administrative Plan. Commissioner Nicoletti seconded motion and the motion carried unanimously.

ADJOURNMENT

There being no further business, Commissioner Vasquez adjourned the meeting at 9:22 a.m.

_____, Commissioner Vasquez, Chair

_____, (Director/Secretary)

The County of Yuba

Community Development & Services Agency

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

BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

September 24, 2013

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, Planning Director WH
Kimberly Grimes, Housing Authority Executive Director KG

SUBJECT: **APPROVE SUBMISSION OF HOUSING CHOICE VOUCHER (HCV) FAMILY SELF-SUFFICIENCY (FSS) PROGRAM COORDINATOR GRANT APPLICATION**

Recommendation:

It is recommended that the Yuba County Housing Authority Commissioners approve the submission of the Housing Choice Voucher (HCV) Family Self-Sufficiency Program Coordinator Grant application.

Background:

The Yuba County Housing Authority applied for a HUD grant for a Senior Housing Specialist to coordinate the Family Self-Sufficiency program. This position has been funded through this grant for approximately seventeen years and the program has earned fifty vouchers as a result of helping families become self-sufficient. In addition, the program has successfully applied for and received $15,000 - $30,000 per year in Community Service Block Grant (CSBG) funds to provide services to low income persons in the FSS program. The HUD grant was not funded in the 2003/04 or 2004/2005 fiscal year and excess reserves were used to continue the program. However, the grant was successfully funded for the 2006 - 2012 calendar years.

Discussion:

The application seeks $55,458 to provide salaries and benefits for the FSS Coordinator position that coordinates the FSS program. These funds would not affect the Housing Authority's general operating budget.

Fiscal Impact:

This application will be at no cost to the general fund.

Attachment:

- 2014 Housing Choice Voucher Family Self-Sufficiency Program Coordinator Grant Application

BEFORE THE YUBA COUNTY HOUSING AUTHORTY

RESOLUTION DIRECTING STAFF	)
TO SUBMIT A HOUSING CHOICE	)
VOUCHER FAMILY SELF SUFFICIENCY	)
PROGRAM COORDINATOR GRANT	)
APPLICATION	)

RESOLUTION NO. _____

WHEREAS, The Yuba County Housing Authority has been delegated the responsibility for the administration of the Housing Choice Voucher Family Self Sufficiency Program. This responsibility includes setting up necessary procedures governing the application and distribution of grants; and

WHEREAS, said procedures require the applicant to certify by resolution the approval of application before submission of said application to HUD; and

WHEREAS, if awarded the Family Self-Sufficiency Grant, Yuba County will be required to enter into a Contract with HUD for completion of the program;

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Housing Authority,

1. Approves the submitting of an application for the Housing Choice Voucher Family Self-Sufficiency Program,

2. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Application shown in the Application Package; and

3. Delegates authority to the Executive Director as agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Program; and

4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED , by the Yuba County Housing Authority, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Yuba County Housing Authority

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:

Angil Morris-Jones, County Counsel

GRANTS.GOV™

Grant Application Package

Opportunity Title:	Housing Choice Voucher Family Self-Sufficiency Program
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.871
CFDA Description:	Section 8 Housing Choice Vouchers
Opportunity Number:	FR-5700-N-13
Competition ID:	HCVFSS-13
Opportunity Open Date:	09/05/2013
Opportunity Close Date:	10/07/2013
Agency Contact:	For Technical Assistance. Questions regarding the 2013 General Section should be directed to Grants Management Office at 202-708-0667 (this is not a toll-free number). Persons with hearing or speech impairments may access these numbers via TTY (text telephone) by calling the Federal Information Relay Service at

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: YCHA HCV/FSS PROGRAM

Mandatory

Application for Federal Assistance (SF-424)	**Complete**
HUD Applicant-Recipient Disclosure Report	**Complete**
HUD Facsimile Transmittal	**Complete**

Optional

- ☐ Disclosure of Lobbying Activities (SF-LLL)
- ☐ Attachments

Show Instructions >>

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
CA107	FSS8

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: YUBA COUNTY HOUSING AUTHORITY

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
68-0285924	1307729110000

d. Address:

* Street1:	915 8TH STREET
Street2:	SUITE 130
* City:	MARYSVILLE
County/Parish:	YUBA
* State:	CA: California
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	95901-5290

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.	* First Name:	JANE
Middle Name:	A		
* Last Name:	MCMILLAN		
Suffix:			

Title: SENIOR HOUSING SPECIALIST

Organizational Affiliation:

* Telephone Number:	530-749-5448	Fax Number:	530-749-5464

* Email: jmcmillan@co.yuba.ca.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.871

CFDA Title:

Section 8 Housing Choice Vouchers

*** 12. Funding Opportunity Number:**

FR-5700-N-13

* Title:

Housing Choice Voucher Family Self-Sufficiency Program

13. Competition Identification Number:

HCVFSS-13

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

[redacted]

*** 15. Descriptive Title of Applicant's Project:**

YCHA HCV/FSS PROGRAM

Attach supporting documents as specified in agency instructions.

[redacted]

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant CA-002 * b. Program/Project CA-002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 01/01/2014 * b. End Date: 12/31/2014

18. Estimated Funding ($):

* a. Federal	55,458.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	55,458.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: KIMBERLY

Middle Name:

* Last Name: GRIMES

Suffix:

* Title: EXECUTIVE DIRECTOR

* Telephone Number: 530-749-5451 Fax Number: 530-749-5464

* Email: kgrimes@co.yuba.ca.us

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Number: 2510-0011
Expiration Date: 10/31/2012

Applicant/Recipient Information *** Duns Number:** 1307729110000 *** Report Type:** INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:
YUBA COUNTY HOUSING AUTHORITY

* Street1: 915 8TH STREET
Street2: SUITE 130
* City: MARYSVILLE
County: YUBA
* State: CA: California
* Zip Code: 95901-5290
* Country: USA: UNITED STATES
* Phone: 530-749-5448

2. Social Security Number or Employer ID Number: 68-0285924

* 3. HUD Program Name:
Section 8 Housing Choice Vouchers

* 4. Amount of HUD Assistance Requested/Received: $ 55,458.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: YCHA HCV/FSS PROGRA,
* Street1: 915 8TH STREET
Street2: SUITE 130
* City: MARYSVILLE
County: YUBA
* State: CA: California
* Zip Code: 95901-5290
* Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☐ Yes ☒ No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD) , involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes ☒ No

If you answered " **No** " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:
Street2:
* City:
County:
* State:
* Zip Code:
* Country:

* Type of Assistance: * Amount Requested/Provided: $

* Expected Uses of the Funds:

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:
Street2:
* City:
County:
* State:
* Zip Code:
* Country:

* Type of Assistance: * Amount Requested/Provided: $

* Expected Uses of the Funds:

(**Note**: Use Additional pages if necessary.)

Part III Interested Parties. You must decide.

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity ($ and %)
			$ %
			$ %
			$ %
			$ %
			$ %

(**Note:** Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

* Signature:	* Date: (mm/dd/yyyy)
Completed Upon Submission to Grants.gov	

Facsimile Transmittal

1378489350 - 5753

U. S. Department of Housing and Urban Development
Office of Department Grants Management and Oversight

OMB Number: 2525-0118
Expiration Date: 06/30/2011

Name of Document Transmitting: YCHA HCV/FSS PROGRAM

1. Applicant Information:

Legal Name: YUBA COUNTY HOUSING AUTHORITY

Address:

Street1: 915 8TH STREET
Street2: SUITE 130
City: MARYSVILLE
County: YUBA
State: CA: California
Zip Code: 95901-5290 Country: USA: UNITED STATES

2. Catalog of Federal Domestic Assistance Number:

Organizational DUNS: 1307729110000 CFDA No.: 14.871

Title: Section 8 Housing Choice Vouchers

Program Component:

3. Facsimile Contact Information:

Department:
Division:

4. Name and telephone number of person to be contacted on matters involving this facsimile.

Prefix: Ms. First Name: JANE
Middle Name: A
Last Name: MCMILLAN
Suffix:
Phone Number: 530-749-5448
Fax Number: 530-749-5464

5. Email: jmcmillan@co.yuba.ca.us

6. What is your Transmittal? (Check one box per fax)

☐ a. Certification ☒ b. Document ☐ c. Match/Leverage Letter ☐ d. Other

7. How many pages (including cover) are being faxed? 1

Form **HUD-96011** (10/12/2004)

Housing Choice Voucher (HCV) Family Self-Sufficiency (FSS) Program Coordinator Funding

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0178
Exp. (09/30/2013)

Public reporting burden for this collection of information is estimated to average 0.75 hours. This includes the time for collecting, reviewing, and reporting the data. Information provided is to determine the eligibility of the applicant for funding for the salary of a program coordinator. HUD uses the information to determine eligibility of the applicant to receive funding. Information is required to obtain benefit under 24 CFR 982.302(b). The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

PART I: General Information. (To be completed by all applicants.)

Applicant Category:	Moving-to-Work PHA?	DUNS Number of Applicant:	Funding Request for Fiscal Year:
☐ PHAs Not Currently administering FSS ☒ PHAs Currently administering FSS	☐ Yes ☒ No State or Regional PHA? ☐ Yes ☒ No	13-077-2911	$55,458

A. PHA Legal Name (For joint applicants, lead PHA name): YUBA COUNTY HOUSING AUTHORITY
Address: 915 8th Street, Suite 130
City: Marysville County: Yuba
State: CA Zip Code: 95901-5290
PHA Number of Applicant: CA107

B. Legal Name of Joint Applicant PHA. (If applicable.)
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:
PHA Number of Applicant:

List any additional co-applicants on page 4

C. Evidence demonstrating salary comparability to similar positions in the local jurisdiction for each position requested is on file at the PHA. X Yes ☐ No

D. Contact information person most familiar with application:
Name: Jane McMillan Telephone Number; 530-749-5448
Email Address: jmcmillan@co.yuba.ca.us

form HUD-52651
(03/2010)

PART II: Funding/Positions Requested by PHAs that are Currently Administering HCV/FSS Programs

A. Previously Funded Positions

FY Last Funded	Salary Amount Last Funded	Salary Requested Per Position ** under this NOFA	Number of Positions at salary level	Is applicants request above percentage allowed in the NOFA? 'Y' or 'N' ***
2013	55458	55458	1	N

B. New Positions –Total salary requested per position including fringe benefits, if applicable. If more than one position, list each separately:

Salary Requested, including Fringe Benefits**

C. Total Requested

1.	1	Total number of positions requested in Part II
2.	55458	Total $ requested in Part II

** Salary awards will not exceed the cap per position stated in the most recent HCV/FSS NOFA.
*** For any position, where the applicant is requesting a percentage increase above the amount provided for in the current HCV/FSS NOFA, the applicant must comply with justification requirements in the current HCV/FSS NOFA.

Additional space for Part II A and B on page 4

PART III: Requests for PHAs that are NOT currently administering HCV/FSS Programs

A. FSS Action Plan Information:

	The number of HCV/FSS program slots in the HUD-approved Action Plan. (For Joint applications, provide total approved slots for all joint applicant PHAs.)

B. Position/Salary Requested:

Number of Positions	Salary Requested, including Fringe Benefits if applicable**

Additional space for Part III B on page 4

C. Total Requested.

1.		Total number of positions requested in Part III B
2.		Total $ requested in Part III B

** Salary awards will not exceed the cap per position stated in the most recent HCV/FSS NOFA.

Continuation of Part I. B, Legal Name of Joint Applicant PHAs

Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
PHA Number of Applicant:	

Continuation of Part II. A, Previously Funded Positions:

FY Last Funded	Salary Amount Last Funded	Salary Requested Per Position ** under this NOFA	Number of Positions at salary level	Is applicants request above percentage allowed in the NOFA? 'Y' or 'N' ***

Continuation of Part II. B, New Positions:

Salary Requested, including Fringe Benefits**

Continuation of Part III. B, Position/Salary Requested:

Number of Positions	Salary Requested, including Fringe Benefits if applicable**

2013 eLogic Model® Information Coversheet

Instructions

When completing this section, there are "mandatory" fields that must be completed. These fields are highlighted in yellow. The required data must be entered correctly to complete an eLogic Model®. Applicant Legal Name must match box 8a in the SF-424 in your application. Enter the legal name by which you are incorporated and pay taxes. Only complete the CCR Doing Business As Name field if your registration at CCR includes an entry in Doing Business as: (DBA). Enter the DUNS # as entered into box 8c of the SF-424 Application for Federal Assistance form. Enter the City where your organization is located. This information must match the SF-424 data in your application. Use the dropdown to enter the State where your organization is located. This information must match the SF-424 data in your application. Enter the Grantee Contact Name and the Grantee email address in the fields provided. Enter the eLogic Model® Contact Name and their email address in the fields provided. When completing the Project Information Section, applicants except Indian Tribes must enter their Project Name, Project Location City/County/Parish, and State. If there are multiple locations, enter the location where the majority of the work will be done. Indian tribes, including multi-state tribes should enter the City or County associated with their business address location. For Indian Tribes, enter the state applicable to the business address of the Tribal entity.

Program Information

HUD Program	**HCVFSS**
Program CFDA #	**14.871**

Grantee Information

Applicant Legal Name	YUBA COUNTY HOUSING AUTHORITY
SAM.GOV Doing Business As Name	
DUNS Number	130772911
City	MARYSVILLE
State	CALIFORNIA
Zip Code	95901 -
Grantee Contact Name	JANE MCMILLAN
Grantee Contact email	jmcmillan@co.yuba.ca.us
Logic Model Contact Name	JANE MCMILLAN
Logic Model Contact email	jmcmillan@co.yuba.ca.us

Project Information

Project Name	YCHA HCV/FSS PROGRAM
Project Location City/County/Parish	MARYSVILLE
Project Location State	CALIFORNIA
Zip Code	95901 -

Additional Information for Reporting (Leave Blank At the Time of Application)

HUD Award Number	

eLogic Model®

Worksheet

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	YUBA COUNTY HOUSING AUTHORITY
CCR Doing Business As Name	0
HUD Program	HCVFSS
Project Name	YCHA HCV/FSS PROGRAM

Reporting Period	**Projection**
Reporting Start Date	01/01/2014
Reporting End Date	12/31/2014

DUNS No. 130772911

FY 2013

1 Policy	2 Planning	3 Programming	4	5 Impact	6	7 Accountability
3c 1a 1b 1c 4c 5a 5c	There is a need to link new FSS program participants to services and economic opportunities that will lead to employment and economic self-sufficiency. There is a need to maintain on-going linkages to services and economic opportunities for existing FSS program participants in order to support their transition to employment and economic self-sufficiency.	Child Care-Families linked to Child Care Services	Households	Education-Associates degree obtained	Persons	**A. Tools for Measurement**
		Education-Participation in Adult Basic Education	Persons	Education-Bachelors degree obtained	Persons	Interviews Plans
		Education-Participation in ESL classes	Persons	Education-Adult Basic Education-Completed	Persons	Program specific form(s)
		Education-Participation in High School/GED program	Persons	Education-Certification from technical school	Persons	**B. Where Data Maintained**
		Education-Participation in Post secondary classes	Persons	Education-ESL-Completed	Persons	Individual case records Agency database
		Employment-Job retention activities	Persons	Education-GED/High School diploma obtained	Persons	
		Financial Literacy-Escrow accounts established	Persons	Employment-Employment obtained (including apprenticeship)	Persons	**C. Source of Data**
		Financial Literacy-Tax Preparation assistance provided	Persons	Employment-Employment increased from part-time to full-time (35+ hours)	Persons	Escrow accounts GED certification/diploma
		Financial Literacy-IDA accounts (not escrow) established	Persons	Employment-Promotion/new job resulting in increased hourly wage	Persons	Employment records Testing results
		Financial Literacy-Individualized Counseling	Persons	Employment-Maintain employment greater than one year	Persons	**D. Frequency of Collection**
		Financial Literacy-Classroom Setting	Persons		Persons	Quarterly

eLogic Model®

Worksheet

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	YUBA COUNTY HOUSING AUTHORITY		
CCR Doing Business As Name	0		
HUD Program	HCVFSS	Reporting Period	Projection
		Reporting Start Date	01/01/2014
Project Name	YCHA HCV/FSS PROGRAM	Reporting End Date	12/31/2014

DUNS No. 130772911

FY 2013

1	2	3	4	5	6	7
Policy	Planning	Programming		Impact		Accountability
		Financial Education (participation)		Employment-Employer-Provided health benefits obtained		
		Health-Referral for health care services (physical/dental)	Persons	Financial Literacy-EITC received	Households	
		Health-Referral for mental health services	Persons	Housing-Increased earned income results in no longer needing rental assistance	Households	E. Processing of Data
		Health-Referral for substance abuse services	Persons	Housing-Purchased home with HCV Homeownership Assistance	Households	Computer spreadsheets Manual tallies
		Housing-Homeownership counseling	Persons	Housing-Purchased home without HCV Homeownership Assistance	Households	
		Service Coordination-New families enrolled (new CoPs)	Households			
		Service Coordination-Families continuing to receive service coordination	Households			
		Service Coordination-Families graduated	Households			
		Service Coordination-Individuals served (unduplicated count)	Persons			
		Training-Job Preparation/Counseling (soft skills)-Enrolled	Persons			
		Training-Job Preparation/Counseling	Persons			

eLogic Model®

Worksheet

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	YUBA COUNTY HOUSING AUTHORITY		
CCR Doing Business As Name	0		
HUD Program	HCVFSS	Reporting Period	Projection
		Reporting Start Date	01/01/2014
Project Name	YCHA HCV/FSS PROGRAM	Reporting End Date	12/31/2014

DUNS No. 130772911

FY 2013

1	2	3	4	5	6	7
Policy	Planning	Programming		Impact		Accountability
		(soft skills)-Completed				
		Training-Job Training (for specific job/type of job)-Enrolled	Persons			
		Training-Job Training (for specific job/type of job)-Completed	Persons			
		Training-Parenting/Household Skills/Life Skills (non-job training)-Enrolled	Persons			
		Training-Parenting/Household Skills/Life Skills (non-job training)-Completed	Persons			
		Transportation-Transportation services to enable service provision/employment	Persons			

CONSENT

AGENDA

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The County of Yuba

BOARD OF SUPERVISORS

SEPTEMBER 10, 2013 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe and Hal Stocker. Also present were County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Vasquez presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present

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

County Counsel Angil Morris-Jones requested adding to agenda County Departments/Office of Emergency Services resolution declaring a local emergency.

MOTION: Move to add to agenda County Departments Item A1 MOVED: Roger Abe SECOND: John Nicoletti
AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

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

A. Administrative Services

1. Approve Memorandum of Understanding with the City of Marysville for custodial services and authorize the Chair to execute. (348-13) Approved.

B. Agricultural Commissioner

1. Authorize out-of-state travel for the Agricultural Commissioner to Washington DC with the California Agricultural Commissioners and Sealers Association delegation during Fiscal Year 2013-2014. (349-13) Approved.

C. Auditor-Controller

1. Approve removal of various capital asset items as disposed. (350-13) Approved.

D. Board of Supervisors

1. Appoint Keith Davis, Division III, to the Cordua Irrigation District Board of Directors for four-year term through 2017 in lieu of election. (351-13) Approved.

2. Appoint John P. Belza, Gerald Norene and Gary Miller to the South Yuba Water District Board of Directors for four-year terms through 2017 in lieu of election. (352-13) Approved.

E. Clerk of the Board of Supervisors

1. Reappoint Nancy R. Houser to the Peoria Cemetery District with a term ending September 10, 2017. (353-13) Approved.

2. Reappoint Lucille Bryant, Opal Richardson and Ron Russell to the In Home Supportive Services Advisory Committee for terms ending September 10, 2015. (354-13)

   MOTION: Move to appoint Opal Richardson and Ron Russell
   MOVED: Roger Abe SECOND: John Nicoletti
   AYES: Roger Abe, John Nicoletti, Andy Vasquez, Mary Jane Griego, Hal Stocker
   NOES: None ABSENT: None ABSTAIN: None

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

3. Appoint Roland D'Arcy to Browns Valley Cemetery District for a term ending September 10, 2017. (355-13) Approved.

4. Approve minutes from budget workshops of August 13, 2013. (356-13) Approved as written.

F. Clerk-Recorder/Elections

1. Adopt resolution approving agreement with Tyler Technologies for Clerk/Recorder Software System and implementation in an amount not to exceed $300,000 and authorize the Clerk Recorder to execute necessary documents. (Finance Administration Committee recommends approval) (357-13) Adopted Resolution No. 2013-87, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION TO AUTHORIZE THE YUBA COUNTY CLERK/RECORDER-REGISTRAR OF VOTERS TO ENTER INTO AGREEMENT WITH TYLER TECHNOLOGIES TO IMPLEMENT CLERK/RECORDER AUTOMATED SYSTEM, TO EXECUTE DOCUMENTS, AND MAKE EXPENDITURES REQUIRED BY THE AGREEMENT."

G. Community Development and Services

1. Award contract to R & R Horn Contractors, apparent low bidder for the Powerline Road Bike and Pedestrian Improvements Safe Route to School Phase III and authorize the Chair to execute same upon review and approval of Counsel. (358-13) Approved.

2. Adopt resolution authorizing the purchase of a new Vac-Con vacuum truck using a one year lease for a portion of the purchase price and authorizing the Public Works Director to execute same. (359-13)

Adopted Resolution No. 2013-88, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE PURCHASE OF A NEW VAC-CON VACUUM TRUCK USING A ONE YEAR LEASE FOR A PORTION OF THE PURCHASE PRICE AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN."

3. Approve Change Order No. 4 with Knife River Construction, accept Rupert Avenue Widening project as complete, and authorize the Public Works Director to execute documents and record Notice of Completion. (360-13) Approved.

H. Health and Human Services

1. Adopt resolution approving agreement with California Department of Health for HIV/AIDS Surveillance Grant and authorizing the Chair to execute all necessary documents and acceptance of funds. (Human Services Committee recommends approval) (361-13) Adopted Resolution No. 2013-89, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT TO ENTER INTO AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE AIDS BLOCK GRANT FOR THE PERIOD OF JULY 1, 2013 - JUNE 30, 2016, AND AUTHORIZE THE CHAIRMAN TO EXECUTE DOCUMENTS AS REQUIRED BY THE GRANT AND ANY PERTINENT DOCUMENTS RELATED TO THIS PROGRAM, AND AUTHORIZE THE ACCEPTANCE OF FUNDS.

2. Adopt resolution authorizing agreement with the California Department of Social Services for adoption services and authorize the Health and Human Services Director to execute necessary documents as required. (362-13) Adopted Resolution No. 2013-90, which is on file in Yuba County Resolution Book No. 44, entitled: "AUTHORIZE THE DIRECTOR OF YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT TO ENTER INTO AND EXECUTE, ON BEHALF OF THE COUNTY OF YUBA, AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR AGENCY ADOPTION SERVICES PURSUANT TO WELFARE AND INSTITUTIONS CODE SECTION 16130 AND FURTHER AUTHORIZE THE DIRECTOR TO EXECUTE DOCUMENTS AS REQUIRED BY THIS AGREEMENT."

IV. PUBLIC COMMUNICATIONS: No one came forward.

V. CORRESPONDENCE - (363-13)

A. Notice from State of California Department of Fish and Wildlife relating to public hearing regarding proposed fee amendments for Lake and Streambed Alteration agreements. Accepted.

B. Letter from United States Department of Transportation Federal Aviation Administration regarding project meeting notification relating to northern California optimization of airspace and procedures. Accepted.

C. Agenda from Central Valley Regional Water Quality Control Board for September 19, 2013 meeting in Fresno California. Accepted.

D. Two letters from California Office of Emergency Services advising of disaster designation related to drought. Accepted.

E. Letter from Child Care Planning Council regarding 2012-2013 accomplishments. Accepted.

VI. COUNTY DEPARTMENTS

A. County Administrator

1. Adopt resolution declaring and ratifying the existence of a local emergency in the County of Yuba as it relates to Gold Village Subdivision. (Ten minute estimate) (367-13) Emergency Operations Manager Scott Bryan recapped water shortage, the necessity for maintaining the state of emergency for grant funding, and responded to Board inquiries.

   Community Development and Services Director Kevin Mallen recapped measures that were instituted and status of the current water levels. Mr. Mallen advised a town hall meeting was held September 9, 2013 to provide information to the residents on current water levels, available usage and next steps, and responded to Board inquiries.

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

   Adopted Resolution No. 2013-91, which is on file in Yuba County Resolution Book No. 44, entitled: "A RESOLUTION DECLARING AND TO RATIFY THE EXISTENCE OF A LOCAL EMERGENCY IN THE COUNTY OF YUBA," as it relates to Gold Village.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:
Meetings attended
- September 5, 2013 SACOG Transportation Committee
- August 28 – 30, 2013 CalLAFCO Conference
- SACOG Philadelphia Mission Study

Supervisor Nicoletti:
- Arts Council event Harvest the Arts
- Beale Air Force Base resource sharing initiatives
- Yuba Sutter Economic Development Corporation peer review
- Flood Management Association Conference in Anaheim September 2 – 6, 2013

Supervisor Stocker:
- Memorial adjournment: Ms. Dorothy Clark, Mr. Patrick Lorten, and Mr. Otto LaBudde
- Foothill Farmers markets
- Ponderosa Park for little league season
- Brownsville Fire Department meeting held September 9, 2013

Supervisor Abe:
Meetings attended:
- August 28, 2013 General Housing Element Workshop
- August 28 and September 3, 2013 South Member Units Water Agency
- August 28, 2013 Beale AFB 38th Intelligence Squadron Open House October 26, 2013
- September 4, 2013 LAFCO and Lions Club meetings

- September 5, 2013 CSAC meeting
- September 6, 2013 Sacramento Valley EMS
- September 6, 2013 BMLC Golf Tournament at Peach Tree Country Club
- Veterans Walk held Saturday September 7, 2013
- September 9, 2013 Gold Village town hall meeting

Supervisor Vasquez:
- Veterans Walk held Saturday, September 7, 2013
- Farm to Fork Dinner in the Foothills

County Counsel Angil Morris-Jones: Naturalization Ceremony September 27, 2013 from 10:00 a.m. to 11:00 a.m. at the Veterans Memorial Building in Yuba City

VIII. CLOSED SESSION: The Board retired into closed session at 10:25 a.m. and returned at 11:26 a.m. with all present as indicated above.

The following individuals spoke:
- Mr. Dale Whitmore, Fish and Game Biologist
- Ms. Dana Del Read, Sutter County Fish and Game Commissioner

B. Pending litigation pursuant to Government Code §54956.9(d)(2) - Two claims By unanimous vote direction given.

C. Pending litigation pursuant to Government Code §54956.9(d)(2) - Garcia vs. Arnold and Yuba County et al By unanimous vote referred to Porter Scott

IX. RECESS TO 1:30 P.M.

X. WORKSHOP

A. Receive presentation from Wheatland City representatives on proposed development projects for annexation, including Johnson Rancho, Hop Farm and Nichols Grove. (60 minute estimate) (364-13) Community Development Director Tim Raney provided a PowerPoint presentation outlining Wheatland annexation project applications and timelines, and responded to Board inquiries.

Senior Project Manager Nick Pappani recapped land development projects and responded to Board inquiries.

Supervisor Abe left the meeting at 1:45 p.m. and returned at 1:50 p.m.

Community Development and Services Director Kevin Mallen and LAFCO Director John Benoit responded to Board inquiries.

Following extensive discussion, staff would work with the City on additional language to address prime agricultural land and preservation within the Tax Sharing Agreement and would be brought to the Board on September 24, 2013 for reconsideration.

XI. ADJOURN: 3:32 p.m. in memory of Ms. Dorothy Clark, Mr. Patrick Lorten, and Mr. Otto LaBudde.

_____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_____ Approved: _____

By: Rachel Ferris, Deputy Clerk

The County of Yuba

Community Development & Services Agency

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

BUILDING 385-13
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

September 24, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS for Mike Lee

SUBJ: AMEND PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC. FOR THE NORTH BEALE ROAD COMPLETE STREETS DESIGN

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 1 for the Professional Services Agreement for the North Beale Road Complete Streets Design and to authorize the chairman to execute the amendment.

BACKGROUND:

On October 18, 2011 Yuba County entered into an Agreement with Parsons Brinckerhoff, Inc. to design the improvements for the North Beale Road corridor from Lindhurst Avenue to Griffith Avenue that will enhance all modes of travel along the corridor. The work done under the existing agreement includes civil engineering design, surveying, environmental, and landscaping design.

DISCUSSION:

During the design process additional tasks (see Exhibit 2) needed to be addressed that were beyond the original scope of work. Tasks #1 through Task #11 were necessary to proceed with the design and to prepare segments of the corridor for construction (e.g. the raised median project and the accessibility enhancement to a transit stop). Tasks #12 through #16 were determined after Caltrans required additional environmental studies and the need for permits from other agencies. These additional tasks will assist in completing the design and acquiring the environmental clearances needed to construct improvements when they are funded.

For the additional scope of work the Consultant has requested a budget augmentation of $145,378, increasing the contract amount to a total of $1,080,000.

COMMITTEE ACTION:

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

FISCAL IMPACT:

This project is funded by the federal Surface Transportation Program for $1,000,000 and the Highway Safety Improvement Program for $57,000. Costs incurred over this amount will be from Trust 188 (Countywide Traffic Impact Fees).

AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT #1

This is the First amendment to the agreement, dated October 18, 2011, for Professional Services between the County of Yuba (COUNTY) and Parsons Brinckerhoff, Inc, formerly PB ~~America~~, Americas, Inc. (CONSULTANT).

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

(1) CONSULTANT'S name should read:

Parsons Brinckerhoff, Inc.

(2) Operative Provision 2, "**TERM**", the termination date of this agreement is extended:

Commencement Date: October 18, 2011

Termination Date: September 30, 2014

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

BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed ONE MILLION EIGHTY THOUSAND DOLLARS ($1,080,000) for Professional Services. CONSULTANT shall submit requests for payment after completion of services on or no later than the tenth (10th) day of the month following provision of services and the requests shall include an hour reconciliation. The services for this contract will be performed on a time and material basis at the rates shown on the attached scope of services (Attachment F) and fee estimate (Attachment G). Each year during the term of this contract, consultant's overhead rate is subject to escalation as agreed-to by the parties. The parties agree that consultant's unburdened labor rates will be increased 3.5% each year during the term of this agreement. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($1,100,000) without a formal written amendment to this Agreement approved by the COUNTY.

(4) Attachment D, Notices, Section D.31 "If to "CONSULTANT"" is changed to read:

Parsons Brinckerhoff, Inc.
Attn: Bob Cermak
2329 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

Included with this Amendment, as an attachment, is Exhibit 2 which contains the Additional Work Summary.

All other terms and conditions remain unchanged

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

"COUNTY"
County of Yuba

_____
Andy Vasquez, Chairman
Board of Supervisors

"CONSULTANT"
Parsons Brinckerhoff, Inc

Cheryl Creson
Cheryl Creson
Area Manager/Vice President

INSURANCE PROVISIONS APPROVED

Martha Wilson
Martha Wilson
Risk Manager

APPROVED AS TO FORM

_____
Angil Morris-Jones
County Counsel

EXHIBIT 2

Additional Items of Work Summary

These items of work are hereby incorporated into the Scope of Work.

1. Transit stop on North Beale Road West of Lowe Avenue
2. Options for Bicyclists at Railroad undercrossing
3. Culturally Sensitive Area near Avondale Avenue
4. Preliminary Environmental Study (PES) form for Raised Median portion
5. Initial Site Assessment for Raised Median portion
6. Revisions to PES form for median portion
7. Revisions to Median PS&E
8. Additional right-of-way research
9. Modifications to Geometric Approval Design Plans
10. Modifications to Median Design
11. Revised Transit stop on North Beale Road East of Lowe Avenue
12. Hazardous Materials – Initial Site Assessment (Phase 1)
13. Floodplain Location Hydraulic Study for Linda Drain
14. Cultural Resources - XP1 Study (Exploratory Digs)
15. Cultural Resources - Historic Resources Evaluation Report, if necessary
16. Obtain Permits (ACOE, RWQCB, CDFG)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

10/1/2013

DATE (MM/DD/YYYY): 7/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Insurance Corporation	42404
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 1319027: PARSONS BRINCKERHOFF, INC.
ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 CERTIFICATE NUMBER: 11391743 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	TB7-621-094060-022	10/1/2012	10/1/2013	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X CONTRACTUAL LIAB						PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	AS7-621-094060-032	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WA7-62D-094060-012 (AOS)	10/1/2012	10/1/2013	X WC STATU-TORY LIMITS / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC7-621-094060-042 (WI)	10/1/2012	10/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB PROJECT #12521A); NORTH BEALE ROAD. THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS TO GENERAL AND AUTO LIABILITY. THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

11391743

COUNTY OF YUBA
DEPARTMENT OF PUBLIC WORKS
915 8TH STREET, SUITE 125
MARYSVILLE CA 95901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronald J Foster

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE 11/1/2013

DATE (MM/DD/YYYY) 7/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1326708
PARSONS BRINCKERHOFF, INC.
ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 CERTIFICATE NUMBER: 11391746 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC587103610	11/1/2012	11/1/2013	$1,000,000 PER CLAIM $1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB PROJECT #12521A); NORTH BEALE ROAD.

CERTIFICATE HOLDER

11391746

COUNTY OF YUBA
DEPARTMENT OF PUBLIC WORKS
915 8TH STREET, SUITE 125
MARYSVILLE CA 95901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronald J Foster

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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
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CODE ENFORCEMENT
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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

September 24, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE COOPERATIVE AGREEMENT WITH CALTRANS FOR CONSTRUCTION OF THE FEATHER RIVER BOULEVARD INTERCHANGE AT SR 70

RECOMMENDATION:

Approve the attached Cooperative Agreement with Caltrans outlining the State's and County's responsibilities pertaining to construction of the Feather River Boulevard Interchange at SR 70 and authorize the Chair to execute the same. Additionally, authorize the Chair to execute the Closure Statement, upon completion and acceptance of construction.

BACKGROUND:

Yuba County is proposing to replace the existing at-grade signalized intersection of Feather River Boulevard and State Route 70 with an interchange. Since this is a project largely to be constructed on the State's facilities, a Cooperative Agreement is required between the County and State, outlining each agencies responsibilities for each phase of work. This agreement pertains to the construction phase only. County staff is comfortable with the wording in the attached agreement and recommends approval. County Counsel has approved the agreement as to legal form.

DISCUSSION:

The Agreement essentially specifies that the County is responsible to perform all aspects of construction for the interchange, including construction engineering and support.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed due to the routine nature of cooperative agreements.

FISCAL IMPACT:

There is no fiscal impact associated with processing the Cooperative Agreement. However, the Agreement does specify that the County is responsible for all construction costs associated with the interchange. Funding for construction is anticipated as follows: $7.93 million in state/federal aid through the TCIF and RSTP programs, and $8.57 million from the PLSP/NASA Road Impact Fee program.

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03-YUB-70-0.0/0.95
Project Number: 0300000433
EA: 37611
Agreement 03-0548

COOPERATIVE AGREEMENT

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Yuba, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.

2. For the purpose of this Agreement, construction of an interchange at the intersection of State Route 70 and Feather River Blvd approximately 1/3 mile north of Bear River Bridge will be referred to hereinafter as PROJECT.

3. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:

   - CONSTRUCTION SUPPORT
   - CONSTRUCTION CAPITAL

4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.

5. In this Agreement capitalized words represent defined terms and acronyms.

6. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

7. COUNTY is SPONSOR for 100% of PROJECT.

8. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY.

9. COUNTY is IMPLEMENTING AGENCY for CONSTRUCTION.

10. COUNTY is the CEQA lead agency for PROJECT.

11. CALTRANS is the CEQA responsible agency for PROJECT.

12. CALTRANS is the NEPA lead agency for PROJECT.

13. CALTRANS is the CEQA responsible agency for PROJECT.

    COUNTY signed and approved the CEQA ED on March 7, 2012 pursuant to CEQA.

14. CALTRANS is the NEPA lead agency for PROJECT.

    CALTRANS signed and approved the NEPA ED on March 8, 2012 pursuant to NEPA.

15. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

SCOPE

Scope: General

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

17. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

18. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.

19. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

20. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

21. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

22. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of the Department of Industrial Relations.

23. An IMPLEMENTING AGENCY, its personnel, and consultants that prepare WORK will be available to help resolve WORK related problems and changes for the entire duration of the PROJECT.

24. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.

25. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

26. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law, and where applicable the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

    PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

27. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

28. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

30. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. COUNTY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

31. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.

34. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.

35. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

36. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.

37. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

38. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

39. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.

40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.

41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

    CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and COUNTY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

    The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

    The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

    Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

    Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

43. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.

44. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual.*

45. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

46. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.

47. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

48. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.

Scope: Environmental Permits, Approvals and Agreements

49. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
401 RWQCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
NPDES SWRCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
1602 DFG	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
2081 DFG	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY

Scope: Construction

50. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

51. COUNTY will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and COUNTY will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, PARTNERS may retain such a firm to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

52. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

    COUNTY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

    By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.

53. COUNTY will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.

54. COUNTY will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over $10,000.

    CALTRANS must approve all Change Orders affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* prior to implementing the Change Order.

55. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds COUNTY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.

56. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within fifteen (15) working days, the IMPLEMENTING AGENCY shall not award the construction contract.

57. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

58. COUNTY will submit a written request to CALTRANS for any DFM identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the bid advertisement date for PROJECT construction contract. COUNTY will submit a written request to CALTRANS for any additional DFM deemed necessary during PROJECT construction.

59. CALTRANS will make DFM available at a CALTRANS-designated location after COUNTY requests DFM and pays CALTRANS' invoice for estimated DFM cost.

60. COUNTY will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

    CALTRANS will issue the parent permit to COUNTY upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

    CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met.

    COUNTY will provide, or cause to provide, source inspection services.

61. COUNTY may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities as documented in the SCOPE SUMMARY.

62. As IMPLEMENTING AGENCY for construction, COUNTY is responsible for maintenance within PROJECT limits as part of the construction contract.

63. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

64. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY shall furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CCOs, CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed. COUNTY shall also submit corrected full-sized hard copy structure plans.

COST

Cost: General

65. PARTNERS will document specific funding, billing, and payment details in a FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this Agreement.

    A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

    PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

    Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the new funds require it.

    Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

66. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.

67. If COUNTY has received Electronic Funds Transfer (EFT) certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

68. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

69. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

70. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

71. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.

72. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

    Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

73. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.

74. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

75. COUNTY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.

76. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.

77. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.

78. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.

79. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

    Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.

80. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

81. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.

82. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.

83. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

    Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

    If COUNTY invoices for rates in excess of DPA rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

84. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

85. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

86. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.

87. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to

place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

88. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

89. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

90. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

Cost: Construction Support

91. The cost of source inspection is an OBLIGATIONS cost.

92. The cost of engineering services provided by CALTRANS is an OBLIGATIONS cost. CALTRANS will be reimbursed for engineering services.

93. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until PARTNERS execute a separate maintenance agreement.

Cost: Construction Capital

94. The cost of all DFM is a CONSTRUCTION CAPITAL cost.

SCHEDULE

95. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

96. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

97. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

98. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.

99. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

100. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.

101. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

102. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.

103. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

104. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.

105. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

106. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

107. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

    Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

108. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

109. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.

110. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.

111. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.

112. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

113. Partners agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

114. The following documents are attached to, and made an express part of this Agreement: SCOPE SUMMARY.

DEFINITIONS

ARRA – American Recovery and Reinvestment Act of 2009

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – An executed document that lists the funding, billing, and payment commitments. Commitments include, but are not limited to, FUNDING PARTNER(S), fund source, fund type, payment method, invoice frequency, deposit amounts, and PROJECT COMPONENT(S) in which funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that the IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this Agreement.

OMB (Office of Management and Budget) – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.

- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** –The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM) – Per NEPA assignment, CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA Statute and Guideline requirements.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Workplan Standards Guide for the Delivery of Capital Projects* available at www.dot.ca.gov/hq/projmgmt/guidance.htm.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

DFM (Department Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope activities included in this Agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:
Mike Bartlett, Project Manager
703 B Street
Marysville, California 95901
Office Phone: (530) 788-3259
Mobile Phone: (530) 788-3259
Fax Number: (530) 741-4390
Email: Mike.Bartlett@dot.ca.gov

The primary Agreement contact person for COUNTY is:
Mike Lee, Public Works Director
915 8th Street Suite 125
Marysville, CA 95901
Office Phone: (530) 749-5420
Email: mlee@co.yuba.ca.us

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Thomas L. Brannon
Deputy District Director, D3
Programming & Project Management

COUNTY OF YUBA

By: _____
Andy Vasquez
Chairman, Board of Supervisors

ATTEST:

By: _____
Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Angil Morris-Jones
County Counsel

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	COUNTY	N/A
3	265				Awarded and Approved Construction Contract		X	
		50			Contract Ready for Advertising		X	
		55			Advertised Contract		X	
		60			Bids Opened		X	
		65			Contract Award		X	
		70			Executed and Approved Contract		X	
		75			Independent Assurance		X	
5	270				Construction Engineering and General Contract Administration		X	
		10			Construction Staking Package and Control		X	
			10		Construction Staking Package		X	
			20		Project Control for Construction		X	
		15			Construction Stakes		X	
			15		Slope Stakes		X	
			25		Rough Grade Stakes		X	
			30		Final Grade Stakes		X	
			35		Drainage and Minor Structure Stakes		X	
			50		Miscellaneous Stakes		X	
			55		Photogrammetric Product for Construction		X	
			60		Ground Stakes for Major Structure		X	
			65		Superstructure Stakes for Major Structure		X	
		20			Construction Engineering Work		X	
			05		Resident Engineer's File Review		X	
			10		Project Plans, Special Provisions, and Estimate Review		X	
			15		Contract Pay Quantities		X	
			20		Lines and Grades Control		X	
			25		Contractors' Falsework Submittals Review		X	
			30		Contractors' Trenching and Shoring Submittals Review		X	
			35		Shop Plans Review		X	
			40		Cost Reduction Incentive Proposals Review		X	
			45		Contractors' Water Pollution Control Program Review		X	
			50		Technical Support		X	
			99		Other Construction Engineering Products		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	

			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
			05		Photographed Jobsite and Contractors' Operations		X	
			10		Inspection of Contractors' Work for Compliance		X	
			15		Contractors' Operations Relative to Safety Requirements Documentation		X	
			20		Daily Diary of Contract Operations		X	
			25		Punch List		X	
		35			Construction Material Sampling and Testing		X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection		X	
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		75			NOTE: This WBS element is address in the text of this cooperative agreement. Resource Agency Permit Renewal and Extension Requests		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
5	275				Construction Engineering and General Contract Administration of Structures Work		X	
		10			Office Administration Work for Structures		X	
		20			Field Administration Work for Structures		X	
		30			Contract Change Order Inspection for Structures Work		X	
		40			Safety Tasks for Structures Work		X	
5	285				Contract Change Order Administration		X	
		05			Contract Change Order Process		X	
			05		Need for Contract Change Order Determination		X	
			10		Draft Contract Change Order		X	
			15		Contract Change Order Approval		X	
			20		Payments for Contract Change Order Work		X	
		10			Functional Support		X	
			05		Field Surveys for Contract Change Order		X	
			10		Staking for Contract Change Order		X	
			15		Other Functional Support		X	
5	290				Resolve Contract Claims		X	
		05			Analysis of Notices of Potential Claims		X	
		10			Supporting Documentation and Responses to Notices of Potential Claims		X	
		15			Reviewed and Approved Claim Report		X	
		20			District Claim Meeting or Board of Review		X	
		25			Arbitration Hearing		X	
		30			Negotiated Claim Settlement		X	
		35			Technical Support		X	

5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
		05			Processed Estimate After Acceptance		X	
		10			Proposed Final Contract Estimate		X	
		15			As-Built Plans		X	
		20			Project History File		X	
		25			Final Report		X	
		30			Processed Final Estimate		X	
		35			Certificate of Environmental Compliance		X	
		40			Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X	
		45			Post-Construction Traffic Operations Activities		X	
			05		Speed Survey Records		X	
				05	Speed Survey		X	
				10	Signed Speed Survey		X	
			10		Commission TMS Elements		X	
		99			Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X	
4	300				FINAL RIGHT OF WAY ENGINEERING		X	
		05			Right of Way Monumentation		X	
			05		Right of Way Monumentation Survey		X	
			10		Filed Monumentation Record of Survey		X	
		10			Trial Exhibits and Testimony		X	
		25			Relinquishment and Vacation Maps		X	
		30			Deed Package for Excess Land Transactions		X	
		35			Right of Way Record Map		X	

FUNDING SUMMARY Number 1

Project Number: 0300000433
Agreement: 03-0548

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	CON Capital	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY - >							COUNTY		
FEDERAL	COUNTY	RSTIP	$0	$0	$0	$0	$3,569,000	$0	$3,569,000
LOCAL	COUNTY	County	$0	$0	$0	$0	$6,570,000	$2,000,000	$8,570,000
LOCAL	COUNTY	Bond - Trade Corridors Improvement	$0	$0	$0	$0	$4,361,000	$0	$4,361,000
		Totals by Component	$0	$0	$0	$0	$14,500,000	$2,000,000	$16,500,000

This table represents full funding of each PROJECT COMPONENT in Agreement 03-0548.

Billing and payment details follow.

FUNDING SUMMARY Number 1

Project Number: 0300000433
Agreement: 03-0548

Part II – Billing and Payment Details

Cost: CONSTRUCTION SUPPORT

1. Each PARTNER listed below will do work for CONSTRUCTION SUPPORT as described in the SCOPE SUMMARY of this Agreement:

   - COUNTY

   Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

   - No invoicing will occur for this PROJECT COMPONENT.

Cost: CONSTRUCTION CAPITAL

2. CALTRANS will invoice COUNTY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

   After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

3. COUNTY is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL as described in the Responsibilities section of this Agreement.

   Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

   - COUNTY may invoice CALTRANS

   PARTNERS will exchange funds for actual costs.

   COUNTY will submit to CALTRANS monthly invoices for the prior month's expenditures.

FUNDING SUMMARY Number 1

Project Number: 0300000433
Agreement: 03-0548

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By _____
Mike Bartlett
Project Manager

Date _____

_____
District Budget Manager

_____
HQ Accounting

COUNTY OF YUBA

APPROVED

By _____
Mike Lee
Public Works Director

Date _____

YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL SERVICES DEPARTMENT

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

To: The Board of Supervisors

From: Martha K. Wilson, Human Resources Director

Date: September 24, 2013

Re: **Resolution adopting the Yuba County Departmental Position Allocation Schedule as it relates to the 2013 - 2014 Fiscal Year Budget**

RECOMMENDATION:

Adopt the attached Resolution amending the Yuba County Departmental Position Allocation Schedule in its entirety as set forth in Attachment "**A**", retroactively effective **July 1, 2013** as it relates to the 2013-2014 Fiscal Year Budget.

DISCUSSION:

The Yuba County Department Position Allocation is brought to the Board at different times throughout the year to reflect changes in classification and position allocation. The attached allocation reflects the changes to the Yuba County Department Position Allocation as approved by the Board of Supervisors during the final budget hearing on September 17, 2013, including approvals by the County Administrator or through resolutions as approved by the Board of Supervisors since adoption of the preliminary budget.

COMMITTEE ACTION:

None – Administrative only

FISCAL IMPACT:

None – Administrative only

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BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ADOPTING THE DEPARTMENTAL POSITION ALLOCATION IN ITS ENTIRETY	))))	NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule be adopted as follows effective **07/01/13**.

IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT "A"

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2013 by the following votes:

AYES:
NOES:
ABSENT:

_____
CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

By_____

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By:_____

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2013 - 2014

Attachment "A"

Administrative Services	
Accounting Specialist	1
Administration & Accounting Supervisor	1
Administrative Technician	1
Airport Manager	1
Assistant Director of Administrative Services	1
Building & Grounds Supervisor	1
Building Maintenance Custodian (1 **LT Exp 6/30/14**)	9
Building Maintenance Technician I/II	2
Capital Improvements Project Mgr (**Lt Exp 6/30/14**)	1
Chief Information Officer	1
Contract & Purchasing Administrator	1
Custodial Supervisor	1
Director of Administrative Services	1
Facilities Manager	1
Information Technology Analyst I/II	10
Information Technology Manager	1
Information Technology Security Officer	1
Information Technology Supervisor	3
Information Technology Support Technician I/II	1
Information Technolgoy Systems Architect	1
Senior Building Maintenance Technician	1
Senior Information Technology Analyst	3
TOTAL:	44

Agricultural Comm / Weights & Measures	
Agricultural Commissioner / Director of Weights & Measures	1
Agricultural, Weights & Measures Specialist I/II/III	5
Assistant Ag Comm / Dir. of Weights & Measures	1
Executive Assistant	1
TOTAL:	8

Assessor	
Assessment Assistant I/II	2
Assessment Specialist	3
Assessor	1
Assistant Assessor	1
Auditor-Appraiser I/II/III	1
Cadastral Drafting Technician I/II	2
Chief Deputy Assessor - Administration	1
Real Property Appraiser I/II/III	4
Transfer Analyst I/II	2
TOTAL:	17

Auditor-Controller	
Accountant-Auditor I/II	1
Accounting Assistant I/II	2
Accounting Specialist	1
Accounting Technician	3
Auditor-Controller	1
Payroll Technician	1
TOTAL:	9

Board of Supervisors	
Supervisor	5
TOTAL:	5

Child Support Services	
Accounting Assistant I/II	2
Accounting Specialist	1
Administration & Accounting Supervisor	1
Attorney I/II/III	2
Case Manager I/II	12
Child Support Technician	3
Customer Relations Supervisor	1
Deputy Director/Administrative Affairs	1
Director of Child Support Services	1
Executive Assistant	1
Legal Office Assistant I/II	3
Office Assistant I/II	4
Supervising Case Manager	2
Supervising Office Assistant	1
Training Coordinator - CSS	1
TOTAL:	36

Clerk of the Board	
Clerk of the Board of Supervisors	1
Deputy Clerk of the Board of Supervisors - C	1
Office Specialist - C	1
TOTAL:	3

Community Development & Services Agency	
Accounting Assistant I/II (**1 LT Exp 6/30/14**)	2
Accounting Technician	1
Administration & Accounting Supervisor	1
Administrative Technician (**1 LT Exp 6/30/14**)	3
Assistant Director of Public Works	1
Assistant Public Works Superintendent	2
Assistant/Associate Engineer	1
Assistant/Associate Planner	1
Associate Civil Engineer	3
Associate Surveyor	1
Building Inspector III	3
Chief Building Official	1
Code Enforcement Officer	2
Community Development & Services Agency Director	1
County Surveyor	1
Director of Finance & Administration	1
Director of Environmental Health	1
Director of Planning	1
Engineering Technician I/II	2
Environmental Health Specialist I/II	1
Environmental Health Supervisor	1
Environmental Health Technician	2
Fiscal Analyst	1
Hazardous Materials Specialist I/II/III	2
Hazardous Materials Supervisor	1
Heavy Equipment Mechanic	2
Housing Program Manager	1
Housing Specialist	2
SUBTOTAL: (Cont. Next Page)	42

Effective 7/1/13

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2013 - 2014

Community Development & Services Agency (Cont)	
Office Specialist	1
Parks & Landscape Coordinator	1
Plan Checker I/II	2
Principal Engineer	2
Public Works Director	1
Public Works Maintenance Worker I/II	19
Public Works Maintenance Worker II	1
Public Works Project Manager	1
Public Works Superintendent	1
Senior Accounting Technician	1
Senior Environmental Health Specialist	1
Senior Housing Specialist	1
Senior Public Works Maintenance Worker	5
Supervising Building Official	1
Supervising Mechanic	1
TOTAL:	81

County Administrator	
Management Analyst I/II	1
Assistant County Administrator	1
Communications and Legislative Affairs Coordinator	1
County Administrator	1
Economic Development Coordinator	1
Executive Assistant to County Administrator - C	1
Emergency Services	
Emergency Operations Manager	1
Emergency Services Planner **(LT Exp 12/31/16)**	1
Deputy County Administrator - Emergency Services	1
Three Rivers Levee Improvement Authority	
Executive Assistant	1
Executive Director, Three Rivers Levee Improvement Authority	1
TOTAL:	11

County Clerk-Recorder	
Chief Deputy Clerk / Registrar of Voters	1
Chief Deputy Recorder	1
County Clerk-Recorder	1
Elections Clerk I/II	4
Recorder Clerk I/II	4
TOTAL:	11

County Counsel	
Chief Deputy County Counsel	1
County Counsel	1
Deputy County Counsel I/II/III	4
Legal Services Coordinator	1
Paralegal	1
TOTAL:	8

District Attorney	
Chief Deputy District Attorney	1
Deputy District Attorney I/II	2
Deputy District Attorney III (2 - LT)	7
District Attorney	1
District Attorney Investigator (2 LT)	3
Legal Office Assistant I/II	2
Legal Services Supervisor	1
TOTAL:	17

Emergency Services	
See County Administrator Allocation	
TOTAL:	0

Health & Human Services	
Accounting Assistant I/II	2
Accounting Specialist	2
Accounting Technician	4
Administration and Accounting Supervisor	2
Administrative Analyst - Health & Human Services	6
Administrative Technician	6
Appeals Specialist	1
CCS Case Manager	1
Deputy Director of Health & Human Services	2
Director of Health & Human Services	1
Director of Nurses	1
Eligibility Supervisor	13
Eligibility Technician I/II	67
Employment and Training Specialist I/II	7
Epidemiologist	1
Executive Assistant	1
Family Nurse Practitioner	1
First 5 Yuba Commission Executive Director	1
Finance & Administrative Supervisor	2
Health Aide	1
Health & Human Services Aide	2
Health & Human Services Program Manager	6
Health Education Specialist I/II	2
Health Officer	1
Health Program Coordinator	1
Legal Office Assistant I/II	2
Office Assistant I/II	17
Office Specialist	14
Physical Therapist	1
Program Aide **(1 LT Exp 9/30/16)**	10
Program Assistant	3
Program Specialist	4
Project Manager **(LT Exp 12/31/13)**	1
Program Specialist Adult Services	1
Public Health Nurse I/II	9
Public Health Nurse III	2
Registered Nurse	2
SUB TOTAL:	200

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2013 - 2014

Health & Human Services (Continued)	
Senior Accounting Technician	3
Senior Eligibility Technician (**1 LT Exp 3/1/14**)	15
Social Worker I (EMPLOY)	24
Social Worker I/II (AS)	5
Social Worker II (EMPLOY)	8
Social Worker III (AS)	2
Social Worker III/IV (AS)	2
Social Worker III/IV (CWS)	20
Social Worker Supervisor (AS)	2
Social Worker Supervisor (CWS)	4
Social Worker Supervisor (EMPLOY)	5
Supervising Legal Office Assistant	1
Supervising Public Health Nurse	3
Supervising Welfare Fraud Investigator	1
Supply/Mail Clerk I/II	2
Systems Support Analyst	1
Veterans' Services Officer	1
Veterans' Services Representative	1
Welfare Fraud Investigator	2
TOTAL:	302

Human Resources	
Assistant Human Resources Analyst	1
Human Resources Analyst I/II - C (**1 PT .4750 FTE**)	4
Human Resources Deputy Director	1
Human Resources Director	1
Human Resources Specialist - C	1
Human Resources Training Analyst I/II	1
Office Assistant I/II - C	1
TOTAL:	10

LIBRARY	
Administration & Accounting Supervisor	1
Librarian	1
Senior Library Technician	1
TOTAL:	3

Probation	
Accounting Specialist	1
Accounting Technician	1
Administrative Services Manager	1
Administrative Services Officer I	1
Administrative Technician	1
Assistant Chief Probation Officer	1
Chief Probation Officer	1
Clinical Social Worker I/II (4 LT) (**1 PT .60 FTE**)	5
Control Room Operator	3
Cook (**1 PT .60 FTE**)	4
Deputy Probation Officer I/II/III (4 LT)	23
Group Counselor I/II	27
Intervention Counselor I/II	5
Kitchen Supervisor	1
Legal Office Assistant I/II	1
Office Assistant I/II	5
Probation Program Manager I	2
Probation Program Manager II	3
Program Aide	3
Senior Deputy Probation Officer (1 LT)	11
Senior Substance Abuse Counselor I/II	1
Senior Victim Witness Advocate	1
SUB TOTAL:	102

Probation (Continued)	
Substance Abuse Counselor I/II	2
Supervising Deputy Probation Officer	3
Supervising Group Counselor	7
Victim Witness Advocate I/II (1 LT)	1
Victim Witness Program Manager	1
TOTAL:	116

Public Guardian	
Deputy Public Guardian I/II	1
Public Guardian	1
TOTAL:	2

Sheriff - Coroner	
Accounting Technician	2
Animal Care Services Officer	3
Animal Care Technician	1
Commissary Assistant	2
Commissary Coordinator	1
Communication Dispatcher I/II	15
Community Services Officer	6
Cook	3
Corporal/Correctional Corporal	3
Correctional Facility Medical Assistant	5
Correctional Facility LVN/Correctional Facility Registered Nurse	4
Correctional Lieutenant	1
Correctional Maintenance Technician I/II	1
Corrections Food Services Supervisor	1
Crime Analyst	1
Deputy Sheriff I	62
Deputy Sheriff III	52
Evidence Technician	1
Executive Assistant	1
Executive Assistant to the Sheriff	1
Office Specialist	4
Senior Accounting Technician	1
Sheriff - Coroner	1
Sheriff's Captain	3
Sheriff's Civil Services Associate	1
Sheriff's Communications & Records Supervisor	1
Sheriff's Financial Manager	1
Sheriff's Lieutenant Operations	3
Sheriff's Records Clerk	1
Sheriff's Sergeant - Corrections/Correctional Sergeant	6
Sheriff's Sergeant - Operations	10
Substance Abuse Counselor I/II	1
Supervising Animal Care Services Officer	1
Supervising Correctional Facility Registered Nurse	1
Undersheriff	1
TOTAL:	202

Treasurer / Tax Collector	
Accounting Assistant I/II	1
Accounting Specialist	1
Accounting Technician	1
Assistant Treasurer and Tax Collector	1
Chief Deputy Treasurer / Tax Collector	1
Senior Accounting Technician	2
Treasurer / Tax Collector	1
TOTAL:	8

YUBA COUNTY POSITION ALLOCATION GRAND TOTAL: 893

YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL SERVICES DEPARTMENT

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

DATE: September 24, 2013
TO: Board of Supervisors
FROM: Martha K. Wilson, Human Resources Director

RECOMMENDATION
Adopt resolution amending Article 5, Section 2, of the Yuba County Merit Resolution No. 2002-21.

BACKGROUND
Yuba County has an Approved Local Merit System (ALMS) which allows us to recruit for positions funded in whole or in part by the State and Federal Governments. The State uses Cooperative Personnel Services (CPS) to periodically audit ALMS Counties to ensure that the recruitments continue to follow the State merit principles. Such an audit has just been completed for Yuba County, but the final report is not yet prepared. The last CPS audit was in 2007.

DISCUSSION
While there have been no changes in our Merit Resolution, CPS now wants to have wording in the Resolution itself that we will keep recruitments open for at least 5 days. CPS' review of our recruitments show that we generally keep recruitments open for 2 weeks and that, in some cases, we held recruitments open for the 5 day minimum. CPS is now stating that it wants the 5 day language to be in the Resolution.

COMMITTEE
This item has bypassed committee because the change is administrative only.

FISCAL IMPACT
There is no general fund impact associated with this change.

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BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

A RESOLUTION ADOPTING) **RESOLUTION NO. _____**
MERIT RESOLUTION NO. 2002-21)

WHEREAS, it is the goal of the Board of Supervisors to enhance the efficiency of County business and streamline administrative procedures to improve service to the County,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby amends Yuba County Merit Resolution 2002-21, by amending Article Five, Section 2 to read as follows on Attachment A.

PASSED AND ADOPTED this _____ day of _____, 2013, by the Board of Supervisors of the County of Yuba by the following vote:

AYE:

NO:

ABSENT:

_____
Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

_____

Approved as to Form: County Counsel
Angil P. Morris-Jones

_____

Attachment A

ARTICLE FIVE

RECRUITMENT

1. **General.** The Personnel Director shall establish recruiting procedures and techniques which, within practical limitations of budget and time, will secure qualified individuals to apply for employment in the county service. All such recruiting procedures and techniques shall be in conformity with all applicable county provisions and all pertinent federal law and regulations.

2. **Announcements.** The Personnel Director shall direct the preparation of announcements for employment selection procedures. Each announcement shall state the duties and salary range of the class; the method of evaluating the education, experience, and personal qualifications of the competitors; the place and date to file applications; the date of selection procedures; and such additional information as may be appropriate. The established timeframe for accepting applications for open and promotional recruitments shall be decided based upon the needs of the hiring department; however, all recruitments shall remain open for a minimum of five working days.

3. **Area of Recruitment.** The Personnel Director shall determine whether the area of recruitment shall be within the department, within the Yuba-Sutter area, or within such area beyond Yuba-Sutter as he/she deems proper.

4. **Applications.** All applications must be filed in the office of the Personnel Director, within the time and in the manner specified in the announcement. The time for filing applications may be extended by the Personnel Director as the needs of the service require. A separate and complete application shall be necessary for each recruitment. All applications shall be signed. Under no circumstances will applications be returned to the applicants. The names of applicants shall not be made public.

5. **Authorization to Take Selection Procedure.** Each applicant shall be notified of the approval or disapproval of his or her application in such form as may be prescribed by the Personnel Director.

Human Services Department

Tom Sherry, MFT, Director
(530) 822-7327 Office
(530) 822-7223 FAX
tsherry@co.sutter.ca.us
humanservices@co.sutter.ca.us
www.suttercounty.org

Administrative Office
1445 Veterans Memorial Circle
P.O. Box 1510
Yuba City, CA 95992

Date: September 24, 2013

To: Yuba County Board of Supervisors

From: Tom Sherry, MFT, Director, Sutter County Human Services Department

Subject: Appointment of Tom Sherry as Mental Health Director and as the Drug and Alcohol Administrator for Sutter-Yuba Mental Health Services

Recommendation:

It is recommended the Board of Supervisors appoint Tom Sherry Mental Health Director and the Drug and Alcohol Administrator for Sutter-Yuba Mental Health Services.

Background:

On February 9, 2010, the Sutter County Board of Supervisors appointed Dr. Brad Luz as the Mental Health Director of Sutter-Yuba Mental Health Services (SYMHS). Dr. Luz has resigned his position as Assistant Director of Human Services – Mental Health with Sutter County effective September 6, 2013. In Sutter County, the Assistant Director of Human Services – Mental Health serves as the Mental Health Director and the Drug and Alcohol Administrator for SYMHS.

California's Welfare and Institutions Code (WIC) 5607, "Administration; qualifications of administrators" and WIC Code 5751, "Directors of local health services; qualifications; regulations" require the appointment of a Mental Health Director. Dr. Luz' resignation makes it necessary to appoint an interim Mental Health Director. It is intended Tom Sherry will serve in this capacity on an interim basis while the recruitment for the position of Assistant Director of Human Services – Mental Health is conducted.

Because our Mental Health program is a Joint Powers agency with between Yuba and Sutter Counties, it is necessary for this appointment to be approved by the Board of Supervisors of both counties.

The Sutter County Board of Supervisors had previously appointed Tom Sherry as the Assistant Director of Human Services – Mental Health and Mental Health Director on December 4, 2007. Effective December 31, 2009, that Board appointed Tom Sherry to the position of Director of Human Services. The position of Assistant Director of Human Services – Mental Health reports to the Human Services Director and it is logical responsibilities for this vacant position would revert to the Human Services Director until the position is filled.

Prior Board Action:

The Sutter County Board of Supervisors appointed Dr. Brad Luz as the Assistant Director of Human Services – Mental Health and Mental Health Director on February 9, 2010.

Alternatives:

The Board could appoint the Deputy Director of Mental Health for Administrative Services or the Deputy Director of Mental Health for Clinical Services.

Other Department/Agency Involvement:

Sutter County must concur with the appointment.

Fiscal Impact:

The Assistant Director of Human Services – Mental Health and the Mental Health Director/Drug and Alcohol Administrator is entirely funded by Mental Health funds. There is no fiscal impact on the County General Fund.

Standing Committee Review:

This item was reviewed and recommended for approval as a consent item by the Sutter County Health and Welfare Committee at its meeting of September 17, 2013.

Attachments or Document Enclosures:

None

COUNTY

DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

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

BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

DATE: SEPTEMBER 24, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: WENDY W. HARTMAN, PLANNING DIRECTOR WH

RE: DRAFT HOUSING ELEMENT UPDATE.

RECOMMENDATION:

Recommend that the Board of Supervisors receive public comment on the Draft Housing Element Update. Provide direction to staff on any changes and direct staff to submit Draft Housing Element to the California Department of Housing and Community Development (HCD) for review and comment.

BACKGROUND/DISCUSSION:

Under State law, every city and county in California is required to adopt a Housing Element that identifies local housing needs and establishes a community housing strategy. PMC has been retained by Yuba County to assist with the preparation of the County's Housing Element.

The County's current Housing Element was adopted in 2010 and therefore very little has changed since its adoption. However, Yuba County is part of the Sacramento Area Council of Governments (SACOG) which has been provided a deadline to submit a revised Housing Element for the planning period of 2013-2021 to HCD by October 31, 2013.

A stakeholders meeting with various service providers was held on March 12, 2013 and a public workshop was held on August 28, 2013 to provide information on the Housing Element Update process and to gather input from the public. The information was incorporated in to the Draft 2013-2021 Housing Element. The document also includes updated demographic information. The Draft Housing Element was made available for review at the CDSA public counter and County Library as well as the County's General Plan Update website: www.yubavision2030.org. Notice was also sent to interested parties by letter and through an e-mail blast as well as publication in the Appeal Democrat.

COMMITTEE ACTION:

None at this time. Once the Draft has been reviewed by HCD public hearings will be held before the Planning Commission and Board of Supervisors for action on the final Housing Element.

FISCAL IMPACT:

The cost of preparing the Housing Element Update is being covered by funds from Housing & Community services and fees collected to maintain the County's General Plan.

ATTACHMENT:

1. Draft Housing Element
   Available on County website at: http://www.yubavision2030.org/

September 24, 2013 Yuba County Housing Element Meeting

Dear Yuba County Board of Supervisors:

I am the Branch Manager of FREED Center for Independent Living located in Marysville. FREED is a disability resource center serving people of all ages and with any type of disability in Nevada, Sierra, Yuba, Sutter and Colusa counties. I would like to provide input regarding housing needs for people with disabilities and seniors in Yuba County for the housing element that is being updated as part of Yuba County's general plan.

Independence and integration are among the most important values and goals shared by people with disabilities, their families, caregivers, and advocates. A home of our own-either rented or owned-is the cornerstone of independence for those of us with disabilities. When we have a decent, safe, and affordable home, then we have the opportunity to become part of the community. With stable housing, we are able to achieve other important life goals, including education, job training, employment, and being close to our families and friends.

In the disability community we often refer to our environment. Environment means community and the community is people who participate in activities in a shared place. In years past, the problem was often focused on the person with the disability who was institutionalized. However, our disability is not the problem that prevents us from education, employment, or being part of our community. It is the environment around us that prevents us from realizing these goals. When we eliminate attitudinal and physical barriers around us, then we are able to participate as community members and reduce the risk of institutionalization. So, I want to explore some of the issues of the housing environment that should be addressed in Yuba County's housing element as it pertains to people with disabilities, older adults and ultimately our entire community.

Yuba County should plan for programs that provide incentives to not only maintain existing but to increase affordable and accessible housing stock in our community. I encourage you to adopt housing initiatives such as

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Clerk/Board of Supervisors

We need to plan for “Aging in Place” which is simply a matter of preserving the ability for people to remain in their home or neighborhood as long as possible.

“Aging in Place” is a diverse range of programs that address the impediments of changing healthcare needs, loss of mobility, financial concerns and home maintenance that prevents our preference to stay right where we are.

Traditionally we separate health and housing into different professional and service sectors, addressing health and housing concerns in isolation of one another. This separation no longer makes sense. We need to develop strategies to integrate healthcare and supportive services with housing options, programs and policies for our rapidly increasing aging population.

In Marysville, we will soon have an expanded state of the arts Rideout Hospital serving Yuba County and other parts of the region. We need to work together to develop long term care networks and supportive services. At the moment we have an aging population in an aging housing stock in many parts of the county and it becomes difficult to distinguish a health concern from a housing concern.

Health concerns can create or compound the problem of aging housing stock, and housing concerns can create or compound health problems for aging individuals. A growing pharmacy bill can create a very leaky roof. We need to plan a living environment that is affordable and appropriate which supports us as we age so we can remain healthy and independent.

When we are able to maintain good health, we are better able to maintain our living environment. I would like to offer an example. As my husband and I grow older the regular maintenance and upkeep of our home will become physically difficult to manage. Our two story townhouse in East Marysville with our bedroom and full bathroom upstairs will become in-accessible to us, increase our risk for falls and then we will be forced to relocate.

Currently, our options for an affordable and accessible housing unit in Marysville are extremely limited. Butte Christian Manor is an aging facility which only accepts low income residents. Prestige Assisted Living provides services that serve older adults who may require assistance with meals, laundry, and the like. There are very few options if any, for people with disabilities and older adults with moderate income levels who are still able to care for themselves and who would benefit from a smaller, accessible housing unit that includes amenities such as a bathroom with a barrier-free shower so they don't become a burden for their caregiver and while still being able to maintain their independence. Without this type of facility that fits our needs, we would be forced to leave the town we love and relocate to Yuba City or elsewhere which has more accessible housing options. You would lose us as taxpayers and contributing members of the community. Yuba County has the potential to create a variety of housing units near the Rideout Hospital Campus for health care providers, staff and their families; and those with health care needs who would benefit from close proximity to health care.

Another housing environment that I would like to share is "Visitability" which provides basic access in every new house. A visitable home has three features:

- One zero step entrance on an accessible path of travel from street, sidewalk or driveway.
- Doorways that provide 32 inches clear space throughout the home's main floor and hallways that provide 36 inches of clear width.
- Basic access to a half or (preferably) full accessible bath on the main floor. A bathroom with "basic access" has sufficient length and width for a person using a wheelchair to enter and close the door.

Is it only about wheelchair users? No. It's about safety in the home for all people with long-term or temporary disabilities…and visiting in the homes of others: being at the party… and it's convenient for all.

Barriers cause suffering. They send people to institutions who would rather be home. Barriers are a major cause of falls, and they shut out our family members or friends who are disabled.

Yuba County needs to plan for "Visitability" type housing in order to meet the needs of families caring for a family member with a disability, or when we become disabled ourselves.

I would like to recommend that all future housing units include these basic features. And, whenever possible, that they are incorporated in the rehab of infill housing.

Transitional housing and shelters for the homeless continues to be minimal. It is vital that proposed transitional housing and shelter expansion be accessible for people with disabilities. The biggest challenge for a person with disabilities trying to move from homelessness is locating an accessible unit.

Yuba County has an opportunity to become a wonderful example of a truly integrated and accessible community. FREED looks forward to being part of this planning and watching our county grow and prosper.

Sincerely,

Claudia Hollis

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SEP 17 2013

COMMUNITY DEVELOPMENT
& SERVICES AGENCY

The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator RB
RE: Wheatland / Yuba County Master Tax Sharing Agreement
DATE: September 24, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors consider adoption of the Wheatland / Yuba County Master Tax Sharing agreement with amendments made as a result of the Board's Workshop on September 10, 2013.

BACKGROUND

On April 23, 2013, the Board of Supervisors considered the Master Tax Sharing agreement (staff memo and related items attached). Upon a vote of the Board of Supervisors, the motion did not pass. Further clarification and information was requested by members of the Board of Supervisors concerning project(s) associated with anticipated annexation which included, but were not limited to: Agriculture Preservation, Transportation, Flood Control and Air Quality. In July 2013, Wheatland representatives met with two members of the Board to provide information in an attempt to address the concerns. On September 10, 2013, Wheatland staff made a presentation to the full Board as part of a Board Workshop to provide the same information on the four topic areas.

DISCUSSION

Subsequent to the Board of Supervisors Workshop on September 10, 2013, Wheatland and County staff worked to create an amended version of the Agreement that added a section titled Prime Agricultural Land Preservation, which attempts to address the primary remaining concern at the conclusion of the Workshop (attached is the Agreement with changes tracked from previously considered version). The added section describes how both the City and County will work cooperatively to address loss of prime agricultural land as both the City and County develop in the future. Items addressed in the section include encouraging non-prime agricultural land to develop first, promoting and protecting existing farms on prime agricultural land, and when

mitigation of prime agricultural land requires replacement land secured in perpetuity that it is first sought out on land within Yuba County.

FISCAL IMPACT

There is no fiscal impact associated with reconsideration of the agreement.

ATTACHMENTS

Joint Resolution and Agreement Concerning Tax Exchange, version 9-13-13

Joint Resolution and Agreement Concerning Tax Exchange, version 9-13-13, with tracked changes

The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator RB/tc
RE: Resolution Approving a Master Tax Sharing Agreement between Yuba County and the City of Wheatland
DATE: April 23, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors adopt the attached joint resolution and Master Tax Sharing Agreement between Yuba County and the City of Wheatland.

BACKGROUND

Over the last several years, staff members from the City of Wheatland and Yuba County have engaged in discussions concerning tax sharing agreements. Approximately two years ago, the County and City adopted a tax sharing agreement for the annexation of Bishop's Pumpkin farm from the County to the City. Both property and sales tax were agreed to be shared 50% - 50% and 87.5% - 12.5% respectively.

Staff has continued to discuss the benefit of a Master Tax Sharing agreement rather than creating individual tax sharing agreements for annexations that may occur over time. Within the last six months, the City of Wheatland has moved forward on the Johnson Rancho and Hop Farm projects, which have been submitted to the Yuba County Local Area Formation Commission (LAFCO) for the approval of the annexations.

Both Yuba County and Wheatland have completed updates to their General Plans to accommodate future urban growth in both the County, within the Valley Growth Boundary identified in the County's 2030 General Plan, and the City, within their current Sphere of Influence. Since both parties have conducted diligent planning efforts for their respective growth, it is prudent to engage in the development of a master tax sharing agreement that would identify how tax revenues would be divided to cover both the County's and City's costs to provide services for lands annexed into the City within Wheatland's current Sphere of Influence.

DISCUSSION

Upon engaging in our discussions, staff from both entities felt it was necessary to develop guiding principles in advance of the particulars of a master tax sharing agreement. Those guiding principles consisted of several objectives and key points:

Objectives

- The County will have sufficient revenues to cover county-wide services related to the annexation areas;
- The City will have sufficient revenues to provide full municipal services to the area within its city limits, and;
- The City will be a full service city providing all of the necessary municipal services to the City. For any municipal services that the County provides to the City, the City will cover its share of those costs.

Key Points

- The County's revenue stream will not be lowered due to annexation of lands into the City (excluding any lowering of property values by the County Assessor not related to annexation). Property tax sharing will only occur on the marginal increases in property assessment (i.e. the property tax base due to the County will be established at the time of annexation, and only the tax increment will be subject to tax sharing.
- Tax sharing agreements shall be limited to property and sales tax sharing.
- The net property tax increment above the base rate shall be split equally between the City and the County. The County will retain 100% of the base rate as established through the agreement.
- Sales Tax within any newly annexed area shall be split 87.5% to the City and 12.5% to the County.
- The City and County will agree to support a future northern boundary of the City's Sphere of Influence generally located along the southeast side of South Beale Road and outside of the County's Valley Growth Boundary, however, the Ostrom Road landfill will remain outside the City's Sphere of Influence and within the unincorporated County unless jointly agreed upon by both the City and the County.

As discussions progressed, several details emerged as final deal points for the Master Tax Sharing Agreement. The following bullet points provide a summary only of the final deal points, contained in the joint resolution, presented before the Board of Supervisors:

- The Term of the Agreement is for 20 years with two (2) five year extensions.
- The effective date of the Agreement is the July 1st following the date of approval by the last governing board to adopt and approve the Agreement.
- The Agreement will apply to all annexations by the City of Wheatland that occur within their current Sphere of Influence as identified and adopted by the Yuba County LAFCO (see attached map).

- The sharing of property tax and sales tax revenues relates to only those received by the County (and for future revenues, the County and City) and not by the State of California or any special district or agency.
- The County retains 100% of its share of the base property tax for an annexed area, with the base year being the fiscal year the annexation was completed.
- The County and City share equally (50/50) the property tax increment that exceeds the base year.
- The County and City share the Bradley-Burns portion of sales tax, with 87.5% to the City and 12.5% to the County.
- The anticipated year the Agreement will be effective will be July 1, 2013.
- Future City Sphere of Influence requests to LAFCO - County will not oppose a City request to amend the City Sphere of Influence consistent with the provisions contained in the agreement.
- The County and City agree to cooperate in good faith on the evaluation and development of regional transportation and traffic improvements, systems and funding to meet the regional transportation, street and highway needs of the area as it continues to develop.
- In order to mitigate impacts associated with County facilities due to development, the City agrees to adopt the County Facility Impact fee study, and collect those fees for development on properties that were annexed into the City and covered by this Agreement. Fees collected will be specific for County facilities related to Health and Human Services, Law Enforcement, Criminal Justice, Libraries and General Government.

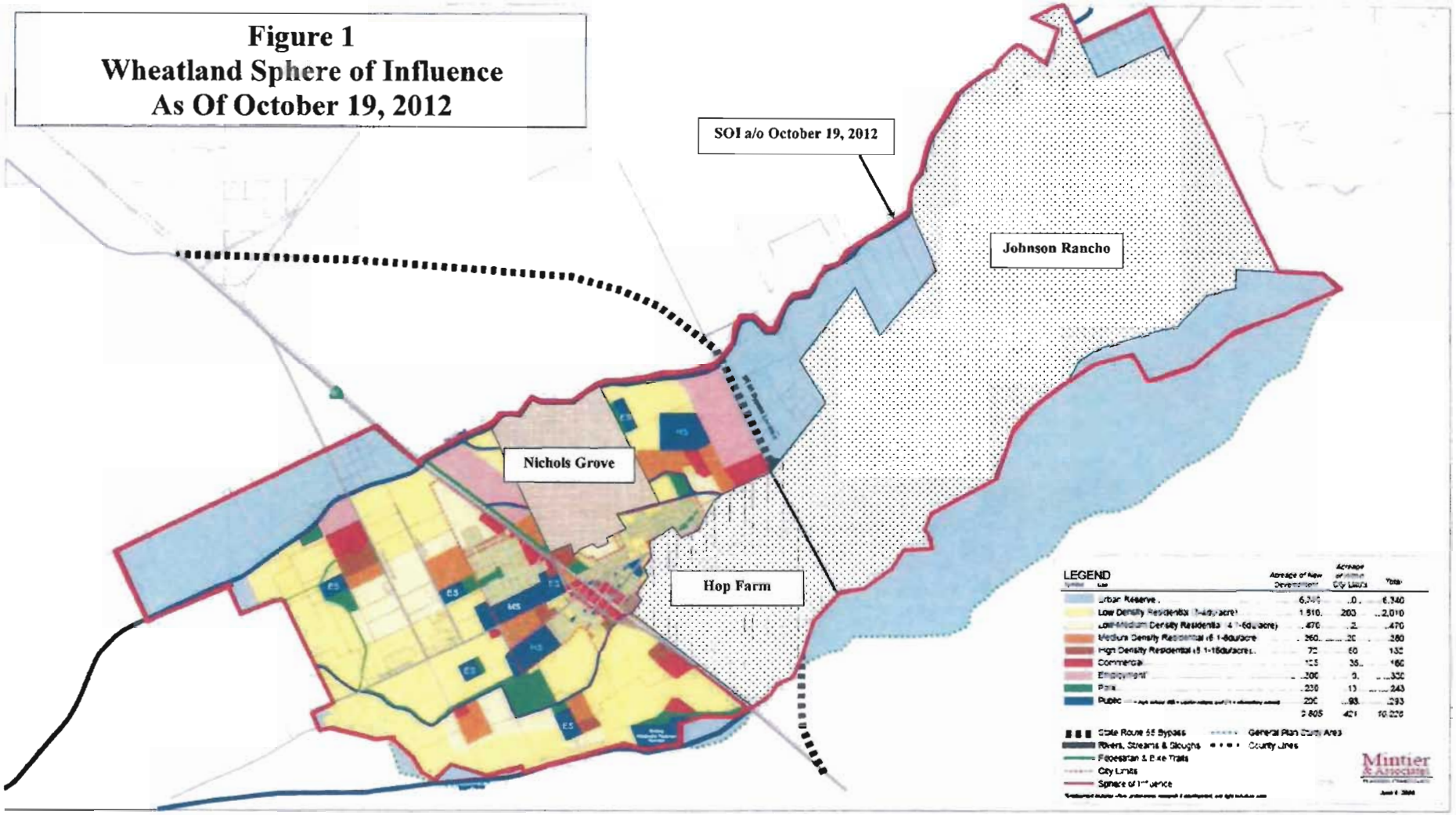
The Wheatland City Council is also considering approval of this agreement at an upcoming council meeting.

FISCAL IMPACT

The intended fiscal impact is to provide the City and County with sufficient revenues to support city and countywide services to residents for annexed areas.

cc: C. Richard Eberle, Auditor-Controller
Dan Mierzwa, Treasurer-Tax Collector
John Benoit, LAFCO Executive Director
Steve Durfor, Sheriff
Bruce Stottlemeyer, Assessor
Terry Hansen, Clerk-Recorder
Kevin Mallen, CDSA Director

Figure 1
Wheatland Sphere of Influence
As Of October 19, 2012



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COUNTY ADMINISTRATOR

City of Wheatland

111 C Street Wheatland, California 95692
TELEPHONE (530) 633-2761
FAX (530) 633-9102

February 28, 2013

Mr. Robert Bendorf, CAO
915 8th Street
Marysville, CA 95901

Subject: Wheatland Tax Sharing Agreement

Dear Robert,

After over two years of discussions and negotiations over a proposed tax sharing agreement between Wheatland and Yuba County, I now believe that it is appropriate to take the matter to our respective Board and Council. Since I will be out of the office for the next two weeks I would respectfully request that you schedule the matter for your Board's consideration later in the month of March. I sincerely appreciate all of the effort you and your staff have made to make this proposed agreement possible.

Please let me know when this might appear on an upcoming agenda so that I might be able to schedule Mayor West or another Council Member to attend.

Thanks for your continued cooperation.

Sincerely,

Stephen L. Wright
City Manager

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COUNTY OF YUBA RESOLUTION NO. _____

CITY OF WHEATLAND RESOLUTION NO. 26-12

JOINT RESOLUTION AND AGREEMENT BY COUNTY OF YUBA AND CITY OF WHEATLAND CONCERNING MASTER TAX EXCHANGE RELATING TO CITY ANNEXATIONS

BE IT RESOLVED by the Board of Supervisors of the County of Yuba ("County") and the City Council of the City of Wheatland ("City") that they make and approve this joint resolution and agreement ("Agreement") as follows:

1. **Recitals.** This Agreement is made with reference to the following background recitals:

1.1. County and City each have adopted a General Plan that provides for appropriate growth and development in their respective growth areas. By this Agreement, the parties seek to ensure the long-term fiscal health and viability of each jurisdiction consistent with the goals and objectives of their General Plans.

1.2. The parties recognize that City residents are residents of both the City and County and that those residents rely on both the City and County for important local government services. The parties desire to ensure that both the County and City have sufficient revenue and fiscal strength to provide the quality services desired by both residents in the City and those in the unincorporated area.

1.3. City and landowners around the City from time to time seek to annex land to the City. The Yuba County Local Agency Formation Commission therefore periodically will receive applications for changes of organization and reorganizations involving annexation to the City.

1.4. The LAFCO Executive Officer is prohibited by law from issuing a certificate of filing for any such application until the City and County determine, pursuant to Revenue and Taxation Code section 99, the amount of property tax revenue to be exchanged between and among the local agencies whose service areas or responsibilities will be altered should a change of organization or reorganization be approved. Section 99(d) authorizes a county and a local taxing agency to enter into a master property tax exchange agreement. City and County are the two local taxing agencies whose service areas and responsibilities would be altered should there be an annexation of territory to the City. The parties acknowledge that annexation of territory to City would not impact the service area or responsibility of any special district in such a manner that it is necessary to negotiate a property tax exchange involving any special district.

1.5. State Constitution article XIII, section 29(b) and Government Code sections 55700 to 55707 authorize counties and cities to enter into agreements to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or any successor statute, that is

collected for them by the state. State law requires that any sales/use tax exchange agreement be approved by a two-thirds vote of the governing body of each jurisdiction that is a party to the contract.

1.6. Pursuant to Government Code section 55704, County and City find and determine that one or more retailers have been established, or will be established, in the Annexation Area and that consumers residing in both City and the unincorporated area of County are, or will be, purchasing tangible personal property from such retailers. The parties therefore have determined that equity requires that the Sales Tax Revenue from retailers within the Annexation Area be distributed and apportioned in a fair and just manner to both parties pursuant to this Agreement.

1.7. County and City after negotiations have reached an understanding regarding the exchange of various taxes and other matters relating to annexations to City. The parties enter into this Agreement pursuant to Constitution article XIII, section 29(b), Government Code sections 55700 to 55707, Revenue and Taxation Code section 99, and other applicable law.

1.8. In agreeing to the revenue sharing provisions of this Agreement, the parties intend as follows: that County will have sufficient revenues to cover County-wide services related to the Annexation Areas; that City will have sufficient revenues to provide full municipal services to the areas (including future Annexation Areas) within its City limits; that City will be a full service city providing all of the necessary municipal services; that, for any municipal services that County provides directly to City, City will cover its share of those costs; that County's revenue stream will not be lowered due to annexation of lands into the City (excluding any lowering of property values by the County Assessor not related to annexation); and, that property tax sharing between County and City will occur only with respect to post-annexation increases in property assessment (i.e., only the tax increment will be subject to property tax sharing).

2. Definitions. The following definitions apply to this Agreement:

2.1. "Annexation Area" means the territory of the annexations to City as approved by LAFCO during the applicability of this Agreement.

2.2. "Effective Date" has the meaning set forth in section 3.1.

2.3. "LAFCO" means the Yuba County Local Agency Formation Commission.

2.4. "Property Tax Revenue" means the revenue from ad valorem taxes on real property within the meaning of California Constitution article XIIIA, section 1 and Revenue and Taxation Code section 95(c) that is levied and collected from within an Annexation Area.

2.5. "Sales Tax Revenue" means the revenue from the local sales and use taxes levied and received by City pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (within the meaning of Government Code section 55702) that is levied and collected within an Annexation Area. Sales Tax Revenue does not include revenue levied and collected by City pursuant to the City Transactions and Use Tax adopted by City Ordinance No. 421 or

any extension of that ordinance or any other local City transactions and use tax adopted by the voters of City.

2.6. "Tax Increment" means the incremental increase in property taxes attributable to post-annexation increases in property assessment. Decreases in property taxes attributable to decreases in property assessment shall mean the Tax Increment is equal to zero.

2.7. "Tax Rate Area" means that grouping of parcels used by the County Assessor for reporting and assessing values of real property by taxing jurisdiction and assisting the County Auditor-Controller in distributing property taxes.

3. Term and Termination.

3.1. This Agreement shall become effective upon the date of approval (the "Effective Date") by the last governing board to adopt and approve the Agreement as indicated by the dates set forth below. This Agreement shall continue in effect for 20 years from the Effective Date. At the end of 20 years, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the 20-year term. At the end of an extended five year term, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the five-year term. At the end of the 20-year and each 5-year extension, the County and City will jointly fund an analysis to determine if the Agreement continues to be equitable, needs to be terminated or modified, and/or should have a firm expiration date.

3.2. Upon any termination of this Agreement, and except as otherwise may be agreed to by the parties pursuant to section 3.1, 5.6 or 13, the exchange of Property Tax Revenue and Sales Tax Revenue pursuant to sections 5 and 6 shall survive and continue post-termination with respect to (a) any Annexation Area annexed to City prior to termination, and (b) any Annexation Area annexed to City after termination if LAFCO issued its certificate of filing for the change of organization or reorganization prior to the termination of this Agreement.

4. Applicability. This Agreement applies to every change of organization and reorganization including the annexation of land to the City within the City's Sphere of Influence at the Effective Date of this agreement (see Figure 1) for which the LAFCO certificate of filing is issued by LAFCO after the Effective Date and prior to the termination of this Agreement.

5. Exchange of Property Tax Revenue. On and after the Effective Date, County and City shall exchange Property Tax Revenue as follows:

5.1. For purposes of this section related to the sharing of Property Tax Revenue, the following definitions shall apply:

> "A" equals: The total tax rate in effect in the Tax Rate Area(s) of the Annexation Area during the fiscal year in which the annexation is completed, excluding any voter-approved tax rate(s) for the redemption of bonds. For purposes of this

Agreement, the date of completion of an annexation shall be determined pursuant to Government Code section 57202 (or successor statute).

"B" equals: The taxable assessed valuation of all property, both real and personal, of the Annexation Area as shown on all assessment rolls of the County of Yuba and the State of California for the fiscal year during which the annexation is completed.

"C" equals: The percentage of the total property taxes levied within the Tax Rate Area(s) of the Annexation Area in the fiscal year during which the annexation is completed that are distributed to the County General Fund.

5.2. Base Year Revenue. The amount of Property Tax Revenue equal to the product of "A" times "B" times "C" shall be retained by the County.

5.3. Tax Increment. For the fiscal year commencing after the completion of an annexation and every fiscal year thereafter, 50% of the annual property Tax Increment attributable to the County's portion of the property tax based on the Tax Rate Areas in the Annexation Area shall be transferred from County to City (i.e., the County share of the tax increment in the Annexation Area shall be split and distributed equally to County and City).

5.4. Either or both County and/or City are authorized to file this Agreement with LAFCO. Pursuant to Revenue and Taxation Code section 99, for any annexation to City within the applicability of this Agreement, the County Auditor-Controller shall adjust the allocation of Property Tax Revenue of the Annexation Area pursuant to the terms of this Agreement.

5.5. Exchange or reallocation of property taxes involving any special district with territory in any Annexation Area is not a part of this Agreement.

5.6. Five years after the Effective Date, County and City will jointly review the property tax sharing formula and the implementation of this Agreement to determine whether the parties' tax sharing agreement objectives are being met. If the review concludes that the objectives are not being met, then County and City agree to enter into good faith negotiations to arrive at a more equitable tax sharing agreement.

6. Exchange of Sales Tax Revenue. On and after the Effective Date, County and City shall exchange Sales Tax Revenue as follows:

6.1. City shall transfer quarterly to County a share of the Sales Tax Revenue from the Annexation Area in an amount equal to 12.5% of Sales Tax Revenue received by City from retailers in the Annexation Area, effective with the first full fiscal year commencing after the annexation is completed.

6.2. Pursuant to Government Code section 55706, a copy of this Agreement shall be transmitted to the County Auditor-Controller and City Administrative Services Director. Thereafter, upon the receipt of Sales Tax Revenue transmitted by the State Board of Equalization pursuant to Revenue and Taxation Code section 7204, the City shall allocate the revenue pursuant to the terms of this Agreement.

7. City Sphere of Influence.

7.1. City's sphere of influence will be reasonably sized to correlate with reasonably foreseeable growth for a period not to exceed 20 years. County and City agree to support a future boundary of the City sphere of influence, when the foreseeable growth necessitates it based on LAFCo regulations, that is generally located along the southeast side of South Beale Road and to the east of Highway 65; however, the Ostrom Road landfill will remain outside any future City sphere of influence and within the unincorporated area unless otherwise jointly agreed upon in writing by County and City. This Agreement will satisfy the requirements of Revenue and Taxation Code section 99 for any proposed annexation within the aforementioned future boundary. In addition, the County and City shall consider establishing compatible infrastructure, services, and land uses near the future City boundary.

7.2. The parties acknowledge that the County General Plan Valley Growth Boundary contained in the General Plan adopted by the County on June 7, 2011 applies to growth and development permitted by the County and that it does not apply to growth and development permitted within the City's incorporated boundaries.

7.3. County agrees that it will not oppose a City request to LAFCO to amend the City sphere of influence consistent with these provisions.

8. Transportation Infrastructure.

8.1. The parties agree to cooperate in good faith on the evaluation and development of regional transportation and traffic improvements, systems and funding to meet the regional transportation, street and highway needs of the area as it develops.

8.2. The City General Plan and any future amendments will consider traffic impacts to County relative to the County General Plan, as may be amended. The County General Plan and future amendments will consider traffic impacts to City relative to the City adopted General Plan, as may be amended.

8.3. City and County will discuss in good faith, the concept of a regional transportation planning effort (which may result in the creation of a regional transportation agency or joint powers authority similar to the South Placer Regional Transportation Agency in Placer County) in order to identify, prioritize, and jointly seek funding for southern Yuba County (i.e., south of Marysville) transportation system improvements, such as the Wheatland bypass, Goldfields Parkway, future freeway interchanges, and other regionally beneficial projects.

9. Facility Impact Fees

9.1 In order to mitigate the impacts associated with County Facilities due to development, the County has adopted a Facility Impact Fee schedule. A facility impact fee has been established and collected by the County for Criminal Justice, Law Enforcement, Health and Human Services, Library and General Government functions. The Facility Impact Fee provides a separate and lower fee specifically for impacts due to development within the incorporated City limits.

9.2 Notwithstanding any other provisions of this agreement, to the extent allowed by law, the City shall approve and collect the capital facilities fee specifically and separately identified for the incorporated city as established from time to time by the County for facility impacts due to development projects within an Annexation Area subject to this agreement. The County Facility Impact Fees collected by the city shall be paid to the County, to mitigate the impacts of growth within an Annexation Area on County capital facilities. The City and County shall work in a collaborative manner and in good faith to ensure that any update to the County's Facility Impact Fee provides for a specific fee for the development in the Annexation Area and that that fee does not duplicate any City Facility Impact Fees.

9.3 For purposes of this section, the City agrees to approve and begin collecting capital facilities fees identified in Section 9.2 no later than January 1, 2014. Payments to County shall be paid quarterly by the City.

9.4 In addition, City may seek in the future to establish particular citywide facilities (such as libraries). County and City agree to discuss and potentially modify the County facility impact fee schedule to avoid duplication of payment of County facility impact fees and City development fees.

10. Other Obligations and Limitations.

10.1 Annexation of new land into the City shall include the full road right of way for lands adjacent to and abutting County territory, (a) City will be responsible for providing full municipal services to the Annexation Area, including acceptance into the City's maintained mileage list reported to the State, the entirety of all previously County maintained roads that were within the Annexation Area and (b) County will no longer be obligated to provide any additional road improvements, beyond routine maintenance and customary road repair and replacement, on roads not accepted into the City's maintained mileage, but located adjacent to but not abutting the Annexation Area. Routine maintenance and customary road repair and replacement mean the level of road maintenance, repair and replacement provided by the County to roads in the unincorporated area generally.

10.2 In the event that City desires to contract with another local government agency for municipal services of a type that are provided by County, City first shall contact County and both parties will negotiate in good faith on the terms of a County-City services agreement. If an agreement cannot be reached, then City may elect to seek proposals from other agencies.

11. Audit. Either party may request that an independent audit of the Property Tax Revenue allocated to City or of Sales Tax Revenue distributed to County be performed at any time. The party requesting such an audit shall be solely responsible for the costs of the audit. The auditor shall be jointly selected by the County Administrator and the City Manager. If the audit discloses that a party received less revenue than it should have received under this Agreement, then City or County will make any adjustments required as a result of the audit within 60 days of receipt of the audit or such other time period as agreed to by the parties. The adjustment shall be in the form of a payment from the

overpaid party to the underpaid party consistent with the audit findings or such other remedy as agreed to by the parties. The scope of any audit and repayment obligation under this section shall be limited to the latest three completed fiscal years. If a party disagrees with the audit findings, then it may pursue a declaratory relief or other appropriate lawsuit to review the audit findings.

12. Default.

12.1. By City.

12.1.1. In addition to any remedies County may have at law or in equity in the event of default by City, County may withhold from Property Tax Revenue payments due to City an amount equal to the amount of Sales Tax Revenue and/or development impact fee collection as identified in section 8.3 that City has failed to pay to County in a timely manner, provided that County shall have first given City 30 days written notice of County's intent to offset.

12.1.2. In the event that City fails to transfer Sales Tax Revenue and/or collect and transfer development impact fees as identified in section 8.3 within the times specified in this Agreement, City shall pay interest to County compounded monthly at a rate equal to the County's average pooled investment interest rate as of June 30 of the preceding fiscal year.

12.2. By County.

12.2.1. In addition to any remedies City may have at law or in equity in the event of default by County, City may withhold from Sales Tax Revenue payments due to County an amount equal to the amount of Property Tax Revenue that County has failed to pay to City in a timely manner, provided that City shall have first given County 30 days written notice of City's intent to offset.

12.2.2. In the event that County fails to transfer Property Tax Revenue within the times specified in this Agreement, County shall pay interest to City compounded monthly at a rate equal to the City's average pooled investment interest rate as of June 30 of the preceding fiscal year.

13. Reformation. County and City intend that this Agreement will result in a 50%/50% split in property Tax Increment revenue and an 87.5%/12.5% split in Sales Tax Revenue for Annexation Areas. County and City understand and acknowledge that this Agreement is based upon existing law at the time of the Agreement and that such law may be amended in the future. In the event of an amendment of state law that renders this Agreement invalid or inoperable or that denies a party the full benefit of this Agreement, in whole or in part, then County and City agree to enter into good faith negotiations to arrive at a new equitable tax sharing agreement consistent with the intentions of the parties in this Agreement.

14. General Provisions.

14.1. Execution. County authorizes the Chair of its Board of Supervisors and County Clerk to sign this Agreement on behalf of the County. City authorizes its Mayor and City Clerk to sign this Agreement on behalf of the City.

14.2. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except (a) those other documents that are expressly referenced in this Agreement, and (b) the County-City annexation-related tax sharing agreements that predate the date of this Agreement.

14.3. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

14.4. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14.5. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

14.6. Further Assurances. The parties, in order to carry out and give full effect to this Agreement, each shall use all reasonable efforts to provide such information, execute and deliver such further instruments and documents and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement.

14.7. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties. Amendment requires approval by resolution adopted by the governing board of each party and, if the amendment relates to the exchange of Sales Tax Revenue, the resolution must be adopted by two-thirds vote of each governing board.

14.8. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

County:	City:
County Administrator County of Yuba 915 8th Street, Suite 115 Marysville, CA 95901	City Manager City of Wheatland P.O. Box 395 111 C Street Wheatland, CA 95692

Any party may change its address by notifying the other party in writing of the change of address.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of the County of Yuba on the ____ day of _____ 2013, by the following two-thirds vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

By: _____
Andy Vasquez, Chair
Board of Supervisors

Attest:

_____
Donna Stottlemeyer, Clerk of the
Board of Supervisors

Approved as to form:

_____
Angil Morris-Jones, County Counsel

PASSED, ADOPTED AND APPROVED by the City Council of the City of Wheatland on the ____ day of _____ 2013, by the following two-thirds vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

By: _____
Rick West, Mayor

Attest:

_____
Lisa J. Thomason, City Clerk

Approved as to form:

_____
Richard P. Shanahan, City Attorney

COUNTY OF YUBA RESOLUTION NO. _____

CITY OF WHEATLAND RESOLUTION NO. _____

JOINT RESOLUTION AND AGREEMENT BY COUNTY OF YUBA AND CITY OF WHEATLAND CONCERNING MASTER TAX EXCHANGE RELATING TO CITY ANNEXATIONS

BE IT RESOLVED by the Board of Supervisors of the County of Yuba ("County") and the City Council of the City of Wheatland ("City") that they make and approve this joint resolution and agreement ("Agreement") as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

1.1. County and City each have adopted a General Plan that provides for appropriate growth and development in their respective growth areas. By this Agreement, the parties seek to ensure the long-term fiscal health and viability of each jurisdiction consistent with the goals and objectives of their General Plans.

1.2. The parties recognize that City residents are residents of both the City and County and that those residents rely on both the City and County for important local government services. The parties desire to ensure that both the County and City have sufficient revenue and fiscal strength to provide the quality services desired by both residents in the City and those in the unincorporated area.

1.3. City and landowners around the City from time to time seek to annex land to the City. The Yuba County Local Agency Formation Commission therefore periodically will receive applications for changes of organization and reorganizations involving annexation to the City.

1.4. The LAFCO Executive Officer is prohibited by law from issuing a certificate of filing for any such application until the City and County determine, pursuant to Revenue and Taxation Code section 99, the amount of property tax revenue to be exchanged between and among the local agencies whose service areas or responsibilities will be altered should a change of organization or reorganization be approved. Section 99(d) authorizes a county and a local taxing agency to enter into a master property tax exchange agreement. City and County are the two local taxing agencies whose service areas and responsibilities would be altered should there be an annexation of territory to the City. The parties acknowledge that annexation of territory to City would not impact the service area or responsibility of any special district in such a manner that it is necessary to negotiate a property tax exchange involving any special district.

1.5. State Constitution article XIII, section 29(b) and Government Code sections 55700 to 55707 authorize counties and cities to enter into agreements to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or any successor statute, that is

collected for them by the state. State law requires that any sales/use tax exchange agreement be approved by a two-thirds vote of the governing body of each jurisdiction that is a party to the contract.

1.6. Pursuant to Government Code section 55704, County and City find and determine that one or more retailers have been established, or will be established, in the Annexation Area and that consumers residing in both City and the unincorporated area of County are, or will be, purchasing tangible personal property from such retailers. The parties therefore have determined that equity requires that the Sales Tax Revenue from retailers within the Annexation Area be distributed and apportioned in a fair and just manner to both parties pursuant to this Agreement.

1.7. County and City after negotiations have reached an understanding regarding the exchange of various taxes and other matters relating to annexations to City. The parties enter into this Agreement pursuant to Constitution article XIII, section 29(b), Government Code sections 55700 to 55707, Revenue and Taxation Code section 99, and other applicable law.

1.8. In agreeing to the revenue sharing provisions of this Agreement, the parties intend as follows: that County will have sufficient revenues to cover County-wide services related to the Annexation Areas; that City will have sufficient revenues to provide full municipal services to the areas (including future Annexation Areas) within its City limits; that City will be a full service city providing all of the necessary municipal services; that, for any municipal services that County provides directly to City, City will cover its share of those costs; that County's revenue stream will not be lowered due to annexation of lands into the City (excluding any lowering of property values by the County Assessor not related to annexation); and, that property tax sharing between County and City will occur only with respect to post-annexation increases in property assessment (i.e., only the tax increment will be subject to property tax sharing).

2. Definitions. The following definitions apply to this Agreement:

2.1. "Annexation Area" means the territory of the annexations to City as approved by LAFCO during the applicability of this Agreement.

2.2. "Effective Date" has the meaning set forth in section 3.1.

2.3. "LAFCO" means the Yuba County Local Agency Formation Commission.

2.4. "Property Tax Revenue" means the revenue from ad valorem taxes on real property within the meaning of California Constitution article XIIIA, section 1 and Revenue and Taxation Code section 95(c) that is levied and collected from within an Annexation Area.

2.5. "Sales Tax Revenue" means the revenue from the local sales and use taxes levied and received by City pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (within the meaning of Government Code section 55702) that is levied and collected within an Annexation Area. Sales Tax Revenue does not include revenue levied and collected by City pursuant to the City Transactions and Use Tax adopted by City Ordinance No. 421 or

any extension of that ordinance or any other local City transactions and use tax adopted by the voters of City.

2.6. "Tax Increment" means the incremental increase in property taxes attributable to post-annexation increases in property assessment. Decreases in property taxes attributable to decreases in property assessment shall mean the Tax Increment is equal to zero.

2.7. "Tax Rate Area" means that grouping of parcels used by the County Assessor for reporting and assessing values of real property by taxing jurisdiction and assisting the County Auditor-Controller in distributing property taxes.

3. Term and Termination.

3.1. This Agreement shall become effective upon the date of approval (the "Effective Date") by the last governing board to adopt and approve the Agreement as indicated by the dates set forth below. This Agreement shall continue in effect for 20 years from the Effective Date. At the end of 20 years, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the 20-year term. At the end of an extended five year term, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the five-year term. At the end of the 20-year and each 5-year extension, the County and City will jointly fund an analysis to determine if the Agreement continues to be equitable, needs to be terminated or modified, and/or should have a firm expiration date.

3.2. Upon any termination of this Agreement, and except as otherwise may be agreed to by the parties pursuant to section 3.1, 5.6 or 1~~3~~4, the exchange of Property Tax Revenue and Sales Tax Revenue pursuant to sections 5 and 6 shall survive and continue post-termination with respect to (a) any Annexation Area annexed to City prior to termination, and (b) any Annexation Area annexed to City after termination if LAFCO issued its certificate of filing for the change of organization or reorganization prior to the termination of this Agreement.

4. Applicability. This Agreement applies to every change of organization and reorganization including the annexation of land to the City within the City's Sphere of Influence at the Effective Date of this agreement (see Figure 1) for which the LAFCO certificate of filing is issued by LAFCO after the Effective Date and prior to the termination of this Agreement.

5. Exchange of Property Tax Revenue. On and after the Effective Date, County and City shall exchange Property Tax Revenue as follows:

5.1. For purposes of this section related to the sharing of Property Tax Revenue, the following definitions shall apply:

> "A" equals: The total tax rate in effect in the Tax Rate Area(s) of the Annexation Area during the fiscal year in which the annexation is completed, excluding any voter-approved tax rate(s) for the redemption of bonds. For purposes of this

Agreement, the date of completion of an annexation shall be determined pursuant to Government Code section 57202 (or successor statute).

"B" equals: The taxable assessed valuation of all property, both real and personal, of the Annexation Area as shown on all assessment rolls of the County of Yuba and the State of California for the fiscal year during which the annexation is completed.

"C" equals: The percentage of the total property taxes levied within the Tax Rate Area(s) of the Annexation Area in the fiscal year during which the annexation is completed that are distributed to the County General Fund.

5.2. Base Year Revenue. The amount of Property Tax Revenue equal to the product of "A" times "B" times "C" shall be retained by the County.

5.3. Tax Increment. For the fiscal year commencing after the completion of an annexation and every fiscal year thereafter, 50% of the annual property Tax Increment attributable to the County's portion of the property tax based on the Tax Rate Areas in the Annexation Area shall be transferred from County to City (i.e., the County share of the tax increment in the Annexation Area shall be split and distributed equally to County and City).

5.4. Either or both County and/or City are authorized to file this Agreement with LAFCO. Pursuant to Revenue and Taxation Code section 99, for any annexation to City within the applicability of this Agreement, the County Auditor-Controller shall adjust the allocation of Property Tax Revenue of the Annexation Area pursuant to the terms of this Agreement.

5.5. Exchange or reallocation of property taxes involving any special district with territory in any Annexation Area is not a part of this Agreement.

5.6. Five years after the Effective Date, County and City will jointly review the property tax sharing formula and the implementation of this Agreement to determine whether the parties' tax sharing agreement objectives are being met. If the review concludes that the objectives are not being met, then County and City agree to enter into good faith negotiations to arrive at a more equitable tax sharing agreement.

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6.1. City shall transfer quarterly to County a share of the Sales Tax Revenue from the Annexation Area in an amount equal to 12.5% of Sales Tax Revenue received by City from retailers in the Annexation Area, effective with the first full fiscal year commencing after the annexation is completed.

6.2. Pursuant to Government Code section 55706, a copy of this Agreement shall be transmitted to the County Auditor-Controller and City Administrative Services Director. Thereafter, upon the receipt of Sales Tax Revenue transmitted by the State Board of Equalization pursuant to Revenue and Taxation Code section 7204, the City shall allocate the revenue pursuant to the terms of this Agreement.

7. City Sphere of Influence.

7.1. City's sphere of influence will be reasonably sized to correlate with reasonably foreseeable growth for a period not to exceed 20 years. County and City agree to support a future boundary of the City sphere of influence, when the foreseeable growth necessitates it based on LAFCo regulations, that is generally located along the southeast side of South Beale Road and to the east of Highway 65; however, the Ostrom Road landfill will remain outside any future City sphere of influence and within the unincorporated area unless otherwise jointly agreed upon in writing by County and City. This Agreement will satisfy the requirements of Revenue and Taxation Code section 99 for any proposed annexation within the aforementioned future boundary. In addition, the County and City shall consider establishing compatible infrastructure, services, and land uses near the future City boundary.

7.2. The parties acknowledge that the County General Plan Valley Growth Boundary contained in the General Plan adopted by the County on June 7, 2011 applies to growth and development permitted by the County and that it does not apply to growth and development permitted within the City's incorporated boundaries.

7.3. County agrees that it will not oppose a City request to LAFCO to amend the City sphere of influence consistent with these provisions.

8. Transportation Infrastructure.

8.1. The parties agree to cooperate in good faith on the evaluation and development of regional transportation and traffic improvements, systems and funding to meet the regional transportation, street and highway needs of the area as it develops.

8.2. The City General Plan and any future amendments will consider traffic impacts to County relative to the County General Plan, as may be amended. The County General Plan and future amendments will consider traffic impacts to City relative to the City adopted General Plan, as may be amended.

8.3. City and County will discuss in good faith, the concept of a regional transportation planning effort (which may result in the creation of a regional transportation agency or joint powers authority similar to the South Placer Regional Transportation Agency in Placer County) in order to identify, prioritize, and jointly seek funding for southern Yuba County (i.e., south of Marysville) transportation system improvements, such as the Wheatland bypass, Goldfields Parkway, future freeway interchanges, and other regionally beneficial projects.

9. Facility Impact Fees

9.1 In order to mitigate the impacts associated with County Facilities due to development, the County has adopted a Facility Impact Fee schedule. A facility impact fee has been established and collected by the County for Criminal Justice, Law Enforcement, Health and Human Services, Library and General Government functions. The Facility Impact Fee provides a separate and lower fee specifically for impacts due to development within the incorporated City limits.

9.2 Notwithstanding any other provisions of this agreement, to the extent allowed by law, the City shall approve and collect the capital facilities fee specifically and separately identified for the incorporated city as established from time to time by the County for facility impacts due to development projects within an Annexation Area subject to this agreement. The County Facility Impact Fees collected by the city shall be paid to the County, to mitigate the impacts of growth within an Annexation Area on County capital facilities. The City and County shall work in a collaborative manner and in good faith to ensure that any update to the County's Facility Impact Fee provides for a specific fee for the development in the Annexation Area and that that fee does not duplicate any City Facility Impact Fees.

9.3 For purposes of this section, the City agrees to approve and begin collecting capital facilities fees identified in Section 9.2 no later than January 1, 2015~~4~~. Payments to County shall be paid quarterly by the City.

9.4 In addition, City may seek in the future to establish particular citywide facilities (such as libraries). County and City agree to discuss and potentially modify the County facility impact fee schedule to avoid duplication of payment of County facility impact fees and City development fees.

10. Prime Agricultural Land Preservation

10.1. In order to minimize and delay the impacts associated with the loss of prime agricultural land (as identified under the Soil Classification System of the California Department of Conservation) within Yuba County to urban development, the City and County agree to the following:

10.1.1 Encourage urban development on non-prime agricultural land first within their respective growth boundaries through mechanisms such as zoning, ordinances, and development agreements, in order to preserve in place existing farms on prime agricultural land until needed to accommodate their respective growth needs. However, the encouragement will be limited to lands that are not needed to provide efficient services for the respective growth area, which will change over time as development occurs.

10.1.2 Promote protection of the operation of farms on prime agricultural land within their respective growth boundaries from being deemed public nuisances through mechanisms such as zoning, ordinances, and development agreements with similar intent as Yuba County Ordinance Code, Chapter 11.55, "Consumer Disclosure – Farming and Mining Operations".

10.1.3 For prime agricultural land mitigation required by either the City or the County of a development project within their respective jurisdiction, preserved prime agricultural land will first be sought on parcels within the Natural Resources land use designation in the Yuba County General Plan and outside of a city sphere of influence, including the proposed sphere of influence described in Section 7 of this Agreement. If adequate mitigation land is not feasibly available on these parcels as determined by the City or County requiring the mitigation, then land outside of

Yuba County can be pursued.

10.1.4 Cooperate in good faith to establish a uniform process under which prime agricultural land mitigation will occur, to ensure consistency in items such as types of easements and uses that are acceptable on preserved land, acceptable responsible entities to ensure preservation is occurring, and so on.

~~10.~~11. Other Obligations and Limitations.

11.1 Annexation of new land into the City shall include the full road right of way for lands adjacent to and abutting County territory, (a) City will be responsible for providing full municipal services to the Annexation Area, including acceptance into the City's maintained mileage list reported to the State, the entirety of all previously County maintained roads that were within the Annexation Area and (b) County will no longer be obligated to provide any additional road improvements, beyond routine maintenance and customary road repair and replacement, on roads not accepted into the City's maintained mileage, but located adjacent to but not abutting the Annexation Area. Routine maintenance and customary road repair and replacement mean the level of road maintenance, repair and replacement provided by the County to roads in the unincorporated area generally.

11.2 In the event that City desires to contract with another local government agency for municipal services of a type that are provided by County, City first shall contact County and both parties will negotiate in good faith on the terms of a County-City services agreement. If an agreement cannot be reached, then City may elect to seek proposals from other agencies.

~~11.~~12. Audit. Either party may request that an independent audit of the Property Tax Revenue allocated to City or of Sales Tax Revenue distributed to County be performed at any time. The party requesting such an audit shall be solely responsible for the costs of the audit. The auditor shall be jointly selected by the County Administrator and the City Manager. If the audit discloses that a party received less revenue than it should have received under this Agreement, then City or County will make any adjustments required as a result of the audit within 60 days of receipt of the audit or such other time period as agreed to by the parties. The adjustment shall be in the form of a payment from the overpaid party to the underpaid party consistent with the audit findings or such other remedy as agreed to by the parties. The scope of any audit and repayment obligation under this section shall be limited to the latest three completed fiscal years. If a party disagrees with the audit findings, then it may pursue a declaratory relief or other appropriate lawsuit to review the audit findings.

~~12.~~13. Default.

~~12.1.~~ 13.1. By City.

~~12.1.1.~~13.1.1. In addition to any remedies County may have at law or in equity in the event of default by City, County may withhold from Property Tax Revenue payments due to City an amount equal to the amount of Sales Tax Revenue and/or development impact fee collection as identified in section 8.3 that City has failed to pay to County in a timely manner, provided that County shall have first given City 30 days written notice of County's intent to offset.

~~12.1.2.~~13.1.2. In the event that City fails to transfer Sales Tax Revenue and/or collect and transfer development impact fees as identified in section 8.3 within the times specified in this Agreement, City shall pay interest to County compounded monthly at a rate equal to the County's average pooled investment interest rate as of June 30 of the preceding fiscal year.

~~12.2.~~ 13.2. By County.

~~12.2.1.~~13.2.1. In addition to any remedies City may have at law or in equity in the event of default by County, City may withhold from Sales Tax Revenue payments due to County an amount equal to the amount of Property Tax Revenue that County has failed to pay to City in a timely manner, provided that City shall have first given County 30 days written notice of City's intent to offset.

~~12.2.2.~~13.2.2. In the event that County fails to transfer Property Tax Revenue within the times specified in this Agreement, County shall pay interest to City compounded monthly at a rate equal to the City's average pooled investment interest rate as of June 30 of the preceding fiscal year.

~~13.~~14. Reformation. County and City intend that this Agreement will result in a 50%/50% split in property Tax Increment revenue and an 87.5%/12.5% split in Sales Tax Revenue for Annexation Areas. County and City understand and acknowledge that this Agreement is based upon existing law at the time of the Agreement and that such law may be amended in the future. In the event of an amendment of state law that renders this Agreement invalid or inoperable or that denies a party the full benefit of this Agreement, in whole or in part, then County and City agree to enter into good faith negotiations to arrive at a new equitable tax sharing agreement consistent with the intentions of the parties in this Agreement.

~~14.~~15. General Provisions.

~~14.1.~~ 15.1. Execution. County authorizes the Chair of its Board of Supervisors and County Clerk to sign this Agreement on behalf of the County. City authorizes its Mayor and City Clerk to sign this Agreement on behalf of the City.

~~14.2.~~ 15.2. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to

the subject matter of this Agreement, except (a) those other documents that are expressly referenced in this Agreement, and (b) the County-City annexation-related tax sharing agreements that predate the date of this Agreement.

~~14.3.~~ 15.3. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

~~14.4.~~ 15.4. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

~~14.5.~~ 15.5. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

~~14.6.~~ 15.6. Further Assurances. The parties, in order to carry out and give full effect to this Agreement, each shall use all reasonable efforts to provide such information, execute and deliver such further instruments and documents and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement.

~~14.7.~~ 15.7. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties. Amendment requires approval by resolution adopted by the governing board of each party and, if the amendment relates to the exchange of Sales Tax Revenue, the resolution must be adopted by two-thirds vote of each governing board.

~~14.8.~~ 15.8. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

County:	City:
County Administrator County of Yuba 915 8th Street, Suite 115 Marysville, CA 95901	City Manager City of Wheatland P.O. Box 395 111 C Street Wheatland, CA 95692

Any party may change its address by notifying the other party in writing of the change of address.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of the County of Yuba on the ____ day of _____ 201~~2~~3, by the following two-thirds vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

By: _____
~~Hal Stocker~~Andy Vasquez, Chair
Board of Supervisors

Attest:

_____
Donna Stottlemeyer, Clerk of the
Board of Supervisors

Approved as to form:

_____
Angil Morris-Jones, County Counsel

PASSED, ADOPTED AND APPROVED by the City Council of the City of Wheatland on the ____ day of _____ 201~~2~~3, by the following two-thirds vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

By: _____
Rick West~~Enita Elphick~~, Mayor

Attest:

_____
Lisa J. Thomason, City Clerk

Approved as to form:

_____
Richard P. Shanahan, City Attorney

COUNTY OF YUBA RESOLUTION NO. _____

CITY OF WHEATLAND RESOLUTION NO. _____

JOINT RESOLUTION AND AGREEMENT BY COUNTY OF YUBA AND CITY OF WHEATLAND CONCERNING MASTER TAX EXCHANGE RELATING TO CITY ANNEXATIONS

BE IT RESOLVED by the Board of Supervisors of the County of Yuba ("County") and the City Council of the City of Wheatland ("City") that they make and approve this joint resolution and agreement ("Agreement") as follows:

1. **Recitals.** This Agreement is made with reference to the following background recitals:

1.1. County and City each have adopted a General Plan that provides for appropriate growth and development in their respective growth areas. By this Agreement, the parties seek to ensure the long-term fiscal health and viability of each jurisdiction consistent with the goals and objectives of their General Plans.

1.2. The parties recognize that City residents are residents of both the City and County and that those residents rely on both the City and County for important local government services. The parties desire to ensure that both the County and City have sufficient revenue and fiscal strength to provide the quality services desired by both residents in the City and those in the unincorporated area.

1.3. City and landowners around the City from time to time seek to annex land to the City. The Yuba County Local Agency Formation Commission therefore periodically will receive applications for changes of organization and reorganizations involving annexation to the City.

1.4. The LAFCO Executive Officer is prohibited by law from issuing a certificate of filing for any such application until the City and County determine, pursuant to Revenue and Taxation Code section 99, the amount of property tax revenue to be exchanged between and among the local agencies whose service areas or responsibilities will be altered should a change of organization or reorganization be approved. Section 99(d) authorizes a county and a local taxing agency to enter into a master property tax exchange agreement. City and County are the two local taxing agencies whose service areas and responsibilities would be altered should there be an annexation of territory to the City. The parties acknowledge that annexation of territory to City would not impact the service area or responsibility of any special district in such a manner that it is necessary to negotiate a property tax exchange involving any special district.

1.5. State Constitution article XIII, section 29(b) and Government Code sections 55700 to 55707 authorize counties and cities to enter into agreements to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or any successor statute, that is

collected for them by the state. State law requires that any sales/use tax exchange agreement be approved by a two-thirds vote of the governing body of each jurisdiction that is a party to the contract.

1.6. Pursuant to Government Code section 55704, County and City find and determine that one or more retailers have been established, or will be established, in the Annexation Area and that consumers residing in both City and the unincorporated area of County are, or will be, purchasing tangible personal property from such retailers. The parties therefore have determined that equity requires that the Sales Tax Revenue from retailers within the Annexation Area be distributed and apportioned in a fair and just manner to both parties pursuant to this Agreement.

1.7. County and City after negotiations have reached an understanding regarding the exchange of various taxes and other matters relating to annexations to City. The parties enter into this Agreement pursuant to Constitution article XIII, section 29(b), Government Code sections 55700 to 55707, Revenue and Taxation Code section 99, and other applicable law.

1.8. In agreeing to the revenue sharing provisions of this Agreement, the parties intend as follows: that County will have sufficient revenues to cover County-wide services related to the Annexation Areas; that City will have sufficient revenues to provide full municipal services to the areas (including future Annexation Areas) within its City limits; that City will be a full service city providing all of the necessary municipal services; that, for any municipal services that County provides directly to City, City will cover its share of those costs; that County's revenue stream will not be lowered due to annexation of lands into the City (excluding any lowering of property values by the County Assessor not related to annexation); and, that property tax sharing between County and City will occur only with respect to post-annexation increases in property assessment (i.e., only the tax increment will be subject to property tax sharing).

2. Definitions. The following definitions apply to this Agreement:

2.1. "Annexation Area" means the territory of the annexations to City as approved by LAFCO during the applicability of this Agreement.

2.2. "Effective Date" has the meaning set forth in section 3.1.

2.3. "LAFCO" means the Yuba County Local Agency Formation Commission.

2.4. "Property Tax Revenue" means the revenue from ad valorem taxes on real property within the meaning of California Constitution article XIIIA, section 1 and Revenue and Taxation Code section 95(c) that is levied and collected from within an Annexation Area.

2.5. "Sales Tax Revenue" means the revenue from the local sales and use taxes levied and received by City pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (within the meaning of Government Code section 55702) that is levied and collected within an Annexation Area. Sales Tax Revenue does not include revenue levied and collected by City pursuant to the City Transactions and Use Tax adopted by City Ordinance No. 421 or

any extension of that ordinance or any other local City transactions and use tax adopted by the voters of City.

2.6. "Tax Increment" means the incremental increase in property taxes attributable to post-annexation increases in property assessment. Decreases in property taxes attributable to decreases in property assessment shall mean the Tax Increment is equal to zero.

2.7. "Tax Rate Area" means that grouping of parcels used by the County Assessor for reporting and assessing values of real property by taxing jurisdiction and assisting the County Auditor-Controller in distributing property taxes.

3. Term and Termination.

3.1. This Agreement shall become effective upon the date of approval (the "Effective Date") by the last governing board to adopt and approve the Agreement as indicated by the dates set forth below. This Agreement shall continue in effect for 20 years from the Effective Date. At the end of 20 years, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the 20-year term. At the end of an extended five year term, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the five-year term. At the end of the 20-year and each 5-year extension, the County and City will jointly fund an analysis to determine if the Agreement continues to be equitable, needs to be terminated or modified, and/or should have a firm expiration date.

3.2. Upon any termination of this Agreement, and except as otherwise may be agreed to by the parties pursuant to section 3.1, 5.6 or 14, the exchange of Property Tax Revenue and Sales Tax Revenue pursuant to sections 5 and 6 shall survive and continue post-termination with respect to (a) any Annexation Area annexed to City prior to termination, and (b) any Annexation Area annexed to City after termination if LAFCO issued its certificate of filing for the change of organization or reorganization prior to the termination of this Agreement.

4. Applicability. This Agreement applies to every change of organization and reorganization including the annexation of land to the City within the City's Sphere of Influence at the Effective Date of this agreement (see Figure 1) for which the LAFCO certificate of filing is issued by LAFCO after the Effective Date and prior to the termination of this Agreement.

5. Exchange of Property Tax Revenue. On and after the Effective Date, County and City shall exchange Property Tax Revenue as follows:

5.1. For purposes of this section related to the sharing of Property Tax Revenue, the following definitions shall apply:

> "A" equals: The total tax rate in effect in the Tax Rate Area(s) of the Annexation Area during the fiscal year in which the annexation is completed, excluding any voter-approved tax rate(s) for the redemption of bonds. For purposes of this

Agreement, the date of completion of an annexation shall be determined pursuant to Government Code section 57202 (or successor statute).

"B" equals: The taxable assessed valuation of all property, both real and personal, of the Annexation Area as shown on all assessment rolls of the County of Yuba and the State of California for the fiscal year during which the annexation is completed.

"C" equals: The percentage of the total property taxes levied within the Tax Rate Area(s) of the Annexation Area in the fiscal year during which the annexation is completed that are distributed to the County General Fund.

5.2. Base Year Revenue. The amount of Property Tax Revenue equal to the product of "A" times "B" times "C" shall be retained by the County.

5.3. Tax Increment. For the fiscal year commencing after the completion of an annexation and every fiscal year thereafter, 50% of the annual property Tax Increment attributable to the County's portion of the property tax based on the Tax Rate Areas in the Annexation Area shall be transferred from County to City (i.e., the County share of the tax increment in the Annexation Area shall be split and distributed equally to County and City).

5.4. Either or both County and/or City are authorized to file this Agreement with LAFCO. Pursuant to Revenue and Taxation Code section 99, for any annexation to City within the applicability of this Agreement, the County Auditor-Controller shall adjust the allocation of Property Tax Revenue of the Annexation Area pursuant to the terms of this Agreement.

5.5. Exchange or reallocation of property taxes involving any special district with territory in any Annexation Area is not a part of this Agreement.

5.6. Five years after the Effective Date, County and City will jointly review the property tax sharing formula and the implementation of this Agreement to determine whether the parties' tax sharing agreement objectives are being met. If the review concludes that the objectives are not being met, then County and City agree to enter into good faith negotiations to arrive at a more equitable tax sharing agreement.

6. Exchange of Sales Tax Revenue. On and after the Effective Date, County and City shall exchange Sales Tax Revenue as follows:

6.1. City shall transfer quarterly to County a share of the Sales Tax Revenue from the Annexation Area in an amount equal to 12.5% of Sales Tax Revenue received by City from retailers in the Annexation Area, effective with the first full fiscal year commencing after the annexation is completed.

6.2. Pursuant to Government Code section 55706, a copy of this Agreement shall be transmitted to the County Auditor-Controller and City Administrative Services Director. Thereafter, upon the receipt of Sales Tax Revenue transmitted by the State Board of Equalization pursuant to Revenue and Taxation Code section 7204, the City shall allocate the revenue pursuant to the terms of this Agreement.

7. City Sphere of Influence.

7.1. City's sphere of influence will be reasonably sized to correlate with reasonably foreseeable growth for a period not to exceed 20 years. County and City agree to support a future boundary of the City sphere of influence, when the foreseeable growth necessitates it based on LAFCo regulations, that is generally located along the southeast side of South Beale Road and to the east of Highway 65; however, the Ostrom Road landfill will remain outside any future City sphere of influence and within the unincorporated area unless otherwise jointly agreed upon in writing by County and City. This Agreement will satisfy the requirements of Revenue and Taxation Code section 99 for any proposed annexation within the aforementioned future boundary. In addition, the County and City shall consider establishing compatible infrastructure, services, and land uses near the future City boundary.

7.2. The parties acknowledge that the County General Plan Valley Growth Boundary contained in the General Plan adopted by the County on June 7, 2011 applies to growth and development permitted by the County and that it does not apply to growth and development permitted within the City's incorporated boundaries.

7.3. County agrees that it will not oppose a City request to LAFCO to amend the City sphere of influence consistent with these provisions.

8. Transportation Infrastructure.

8.1. The parties agree to cooperate in good faith on the evaluation and development of regional transportation and traffic improvements, systems and funding to meet the regional transportation, street and highway needs of the area as it develops.

8.2. The City General Plan and any future amendments will consider traffic impacts to County relative to the County General Plan, as may be amended. The County General Plan and future amendments will consider traffic impacts to City relative to the City adopted General Plan, as may be amended.

8.3. City and County will discuss in good faith, the concept of a regional transportation planning effort (which may result in the creation of a regional transportation agency or joint powers authority similar to the South Placer Regional Transportation Agency in Placer County) in order to identify, prioritize, and jointly seek funding for southern Yuba County (i.e., south of Marysville) transportation system improvements, such as the Wheatland bypass, Goldfields Parkway, future freeway interchanges, and other regionally beneficial projects.

9. Facility Impact Fees

9.1 In order to mitigate the impacts associated with County Facilities due to development, the County has adopted a Facility Impact Fee schedule. A facility impact fee has been established and collected by the County for Criminal Justice, Law Enforcement, Health and Human Services, Library and General Government functions. The Facility Impact Fee provides a separate and lower fee specifically for impacts due to development within the incorporated City limits.

9.2 Notwithstanding any other provisions of this agreement, to the extent allowed by law, the City shall approve and collect the capital facilities fee specifically and separately identified for the incorporated city as established from time to time by the County for facility impacts due to development projects within an Annexation Area subject to this agreement. The County Facility Impact Fees collected by the city shall be paid to the County, to mitigate the impacts of growth within an Annexation Area on County capital facilities. The City and County shall work in a collaborative manner and in good faith to ensure that any update to the County's Facility Impact Fee provides for a specific fee for the development in the Annexation Area and that that fee does not duplicate any City Facility Impact Fees.

9.3 For purposes of this section, the City agrees to approve and begin collecting capital facilities fees identified in Section 9.2 no later than January 1, 2015. Payments to County shall be paid quarterly by the City.

9.4 In addition, City may seek in the future to establish particular citywide facilities (such as libraries). County and City agree to discuss and potentially modify the County facility impact fee schedule to avoid duplication of payment of County facility impact fees and City development fees.

10. Prime Agricultural Land Preservation

10.1. In order to minimize and delay the impacts associated with the loss of prime agricultural land (as identified under the Soil Classification System of the California Department of Conservation) within Yuba County to urban development, the City and County agree to the following:

10.1.1 Encourage urban development on non-prime agricultural land first within their respective growth boundaries through mechanisms such as zoning, ordinances, and development agreements, in order to preserve in place existing farms on prime agricultural land until needed to accommodate their respective growth needs. However, the encouragement will be limited to lands that are not needed to provide efficient services for the respective growth area, which will change over time as development occurs.

10.1.2 Promote protection of the operation of farms on prime agricultural land within their respective growth boundaries from being deemed public nuisances through mechanisms such as zoning, ordinances, and development agreements with similar intent as Yuba County Ordinance Code, Chapter 11.55, "Consumer Disclosure – Farming and Mining Operations".

10.1.3 For prime agricultural land mitigation required by either the City or the County of a development project within their respective jurisdiction, preserved prime agricultural land will first be sought on parcels within the Natural Resources land use designation in the Yuba County General Plan and outside of a city sphere of influence, including the proposed sphere of influence described in Section 7 of this Agreement. If adequate mitigation land is not feasibly available on these parcels as determined by the City or County requiring the mitigation, then land outside of

Yuba County can be pursued.

10.1.4 Cooperate in good faith to establish a uniform process under which prime agricultural land mitigation will occur, to ensure consistency in items such as types of easements and uses that are acceptable on preserved land, acceptable responsible entities to ensure preservation is occurring, and so on.

11. Other Obligations and Limitations.

11.1 Annexation of new land into the City shall include the full road right of way for lands adjacent to and abutting County territory, (a) City will be responsible for providing full municipal services to the Annexation Area, including acceptance into the City's maintained mileage list reported to the State, the entirety of all previously County maintained roads that were within the Annexation Area and (b) County will no longer be obligated to provide any additional road improvements, beyond routine maintenance and customary road repair and replacement, on roads not accepted into the City's maintained mileage, but located adjacent to but not abutting the Annexation Area. Routine maintenance and customary road repair and replacement mean the level of road maintenance, repair and replacement provided by the County to roads in the unincorporated area generally.

11.2 In the event that City desires to contract with another local government agency for municipal services of a type that are provided by County, City first shall contact County and both parties will negotiate in good faith on the terms of a County-City services agreement. If an agreement cannot be reached, then City may elect to seek proposals from other agencies.

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13. Default.

13.1. By City.

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14. Reformation. County and City intend that this Agreement will result in a 50%/50% split in property Tax Increment revenue and an 87.5%/12.5% split in Sales Tax Revenue for Annexation Areas. County and City understand and acknowledge that this Agreement is based upon existing law at the time of the Agreement and that such law may be amended in the future. In the event of an amendment of state law that renders this Agreement invalid or inoperable or that denies a party the full benefit of this Agreement, in whole or in part, then County and City agree to enter into good faith negotiations to arrive at a new equitable tax sharing agreement consistent with the intentions of the parties in this Agreement.

15. General Provisions.

15.1. Execution. County authorizes the Chair of its Board of Supervisors and County Clerk to sign this Agreement on behalf of the County. City authorizes its Mayor and City Clerk to sign this Agreement on behalf of the City.

15.2. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except (a) those other documents that are expressly referenced in

this Agreement, and (b) the County-City annexation-related tax sharing agreements that predate the date of this Agreement.

15.3. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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15.8. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

County:	City:
County Administrator County of Yuba 915 8th Street, Suite 115 Marysville, CA 95901	City Manager City of Wheatland P.O. Box 395 111 C Street Wheatland, CA 95692

Any party may change its address by notifying the other party in writing of the change of address.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of the County of Yuba on the ____ day of _____ 2013, by the following two-thirds vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

By: _____
Andy Vasquez, Chair
Board of Supervisors

Attest:

_____
Donna Stottlemeyer, Clerk of the
Board of Supervisors

Approved as to form:

_____
Angil Morris-Jones, County Counsel

PASSED, ADOPTED AND APPROVED by the City Council of the City of Wheatland on the ____ day of _____ 2013, by the following two-thirds vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

By: _____
Rick West, Mayor

Attest:

_____
Lisa J. Thomason, City Clerk

Approved as to form:

_____
Richard P. Shanahan, City Attorney

The County Of Yuba

OFFICE OF THE COUNTY COUNSEL

915 8TH Street, Suite 111
Marysville, California 95901

ANGIL P. MORRIS-
COUNTY COUNSEL

JOHN R. VACEK
CHIEF DEPUTY

MARC M. HARTLEY
DEPUTY

JOHN C. WHIDDEN
DEPUTY

(530)749-7565
FAX (530)749-7513

To: Yuba County Board of Supervisors
From: John Vacek, Chief Deputy County Counsel
Date: September 12, 2013
Re: Resolution to Approve Acceptance of Grant of Easement

Board of Supervisors Meeting Date: September 24, 2013

Recommendation

Authorize, by Resolution, the Board Chairman to sign the Acceptance of Grant of Easement for three railroad crossing easements off of South Beale Road.

Background and Discussion

South Beale Road is a County owned and maintained road leading from Highway 65 to the South Gate at Beale Air Force Base. Paralleling South Beale Road, on the east side, is a rail spur going from the main line along Highway 65 and entering the Air Base. The rail spur is owned by the Air Force. There are various private lands on the east side of the rail spur that are accessed from South Beale Road using crossings over the rail spur. For those private properties the rail crossings are the only access. In 1985 the County approved an Air Force "Easement for Right of Way" to allow six crossings of the Air Force owned railroad for access to the private properties to the east of the rail spur. The grantee of the right of way easement was the County of Yuba and not the individual private property owners. The easement agreement expired on December 16, 2010 and the Air Force has proposed renewing it. For perhaps understandable reasons, the Air Force would like the agreement to be with the County, rather than individual property owners. The Air Force would obviously rather deal with a single entity that they know is responsible and will be able to be located in the event of some kind of issue.

Several of the crossings in the original grant of easement are no longer in use today. One of the disused crossings could be located in the sense that one can tell where it was and that it may have been used years ago. Another of the older crossings cannot even be found—the location has no indication that it was ever used as a rail crossing. A third crossing, the southernmost, accesses a cell tower owned by the Union Pacific Railroad and does not implicate County interests. There are thus three active rail crossings covered in the proposed grant of easement. Of those three crossings, one, designated "Crossing 6" is apparently used for access by several property owners (listed on parcel maps as Roberts, Garcia, and Lassaga). Several "high end" residences are accessed by Crossing 6. Property owners associated with the other access roads are identified on parcel maps as Waltz, Ferguson/Waltz, Houser, and Duffel. "Crossing 4" directly accesses an occupied farm and "Crossing 5" appears to be a seldom used

access to gated farming or pasture land.

Normally the grant of an easement would be to the property owner whose property is benefited by the easement—in this case the private property owners using the rail crossings to get access to their properties. As indicated, the County owns the roadway, but the easements benefit the County land only in the general sense that they allow County citizens access to private property to the east of the rail spur. The Air Force, however, wants to deal with a single governmental entity (and has at least a 25 year history of doing so with respect to these rail crossings). The County would assume at least some degree of potential liability by accepting the easements, but the risk of liability is assessed as low (historically—for the past 30 years—it has been zero). This proposal from the Air Force has been discussed with Supervisors Abe (as it is his district) and Nicoletti (as he is the liaison with Beale Air Force Base). Given the benefit to County residents and the low potential for any liability, County Counsel recommends acceptance of the grant of easement.

Committee action:

None

Fiscal Impact:

None

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA, 95814-2922

September 4, 2013

Acquisition and Management Branch,
Real Estate Division

Subject: Grant of Easement No. DACA05-2-10-524

Board of Supervisors
Yuba County
ATTN: Mr. John Vacek, Chief Deputy Counsel
915 8th Street, Suite 111
Marysville, CA 95901

Dear Mr. Vacek

Enclosed for your coordination are four (4) copies of the subject Grant of Easement, in favor of Yuba County for the use of Air Force lands.

Please have the person with authority sign three (3) copies and return them to this office; you may retain the remaining copy for your records. Please include with the signed documents, the individuals authority to sign the documents. When fully executed, the easement will allow ingress, egress, over and across three Air Force railroad crossings.

Our point of contact is Mr. Orlando Gardner, who can be reached at (916) 557-7530, or e-mail: orlando.gardner@usace.army.mil

Sincerely

Stan Wallin
Chief, Acquisition and Management Branch

Enclosure:
Grant of Easement

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT OF EASEMENT FROM THE UNITED STATES AIR FORCE FOR CROSSINGS OF RAIL SPUR ALONG SOUTH BEALE ROAD	)))))	**RESOLUTION NO. _____**

WHEREAS, since 1985 the County of Yuba has been the holder of several easements allowing public crossing of a United States Air Force owned railroad spur from South Beale Road to privately owned land to the east of South Beale Road; and

WHEREAS, various private property owners have come to depend on the easement for access to their property: and

WHEREAS, those easements having expired as of December 16, 2010, and the Air Force having proposed renewal of the easement grant to the County of Yuba for the rail crossings;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that the Grant of Easement from the United States Air Force for three designated rail crossings off of South Beale Road is accepted;

/
/
/
/

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba that the Chairman of the Board of Supervisor is hereby authorized to execute, upon review of County Counsel, the Acceptance of Easement and such other documents as may be necessary to effectuate its purposes.

PASSED AND ADOPTED this 24th day of September, 2013, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ANDY VASQUEZ CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES

Document Number: DACA05-2-10-524

DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

FOR

BEALE AIR FORCE BASE, CALIFORNIA

DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

FOR

BEALE AIR FORCE BASE, CALIFORNIA

TABLE OF CONTENTS

I. PARTIES AND PURPOSE 1
II. CONSIDERATION 1
III. TERM 1
IV. GRANTEE ACCESS 1
V. GRANTOR'S RIGHT OF ACCESS AND INSPECTION 1
VI. GRANTOR'S RIGHT OF ACCESS FOR ENVIRONMENTAL PURPOSES 2
VII. GRANTOR'S REASONABLE REGULATION 2
VIII. CONDITION OF EASEMENT AREA 2
IX. OTHER GRANTS OF ACCESS 3
X. GRANTEE'S IMPROVEMENTS 3
XI. NO OBSTRUCTIONS 3
XII. GENERAL INDEMNITY 3
XIII. LIMITATION OF GRANTEE RIGHTS 3
XIV. INSURANCE 4
XV. AIRFIELD CONSTRUCTION 4
XVI. PRESERVATION OF CULTURAL AND NATURAL RESOURCES 4
XVII. GRANTEE PERMITS 4
XVIII. ENVIRONMENTAL CONDITIONS 4
XIX. ENVIRONMENTAL COMPLIANCE 4
XX. ENVIRONMENTAL USE RESTRICTIONS 5
XXI. HAZARDOUS MATERIALS AND HAZARDOUS WASTE 5
XXII. GRANTOR ENVIRONMENTAL REMEDIATION 5
XXIII. ENVIRONMENTAL INDEMNIFICATION 5
XXIX. ENVIRONMENTAL LIABILITY OF THE GRANTOR 6
XXV. ABANDONMENT OR TERMINATION OF EASEMENT 6
XXVI. DAMAGE TO OR REMOVAL OF GOVERNMENT PROPERTY 6
XXVII. REMOVAL OF GRANTEE IMPROVEMENTS 6
XXVIII. REMEDIES FOR NON-COMPLIANCE 7
XXIX. ASSIGNMENT 7
XXX. AUTHORIZED REPRESENTATIVES AND NOTICES 7

DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

I. PARTIES AND PURPOSE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Grantor"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the easement is included herein, at no cost, and granting of this easement is not against public, does hereby GRANT and CONVEY to County of Yuba , a political subdivision, duly incorporated in the State of California and authorized to do business in this state, a nonexclusive easement to provide ingress and egress over, across, in and upon land and trackage of the United States at three (3) railroad crossings located between South Beale Road and private ownership to the east at Beale Air Force Base ("Beale") located near the city of Wheatland, County of Yuba, State of California, as described and depicted in **Exhibit A** (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

II. CONSIDERATION

The sum of $0.00 is charged as per AFI 32-9007, Para 4.3., due to the grantee being a local government entity (Yuba County) with a primary benefit to the Government while serving the public interest. The provision of maintenance, repair, and security of the Easement Area, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

III. TERM

This Grant of Easement shall be for a term of 25 years, from 20 December 2010 thru 19 December 2035.

IV. GRANTEE ACCESS

Grantee is granted the nonexclusive right to use the walkways, streets, and roads on Beale AFB, California, in common with the Grantor and its lessees and licensees for access to and from the Easement Area and the nearest public street or highway.

V. GRANTOR'S RIGHT OF ACCESS AND INSPECTION

Grantor shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.

VI. GRANTOR'S RIGHT OF ACCESS FOR ENVIRONMENTAL PURPOSES

Grantor reserves for itself and for the benefit of those local, state and federal governmental agencies that have responsibility for environmental regulatory compliance (the "Environmental Agencies") and their respective officials, agents, employees, and contractors, and subcontractors, the right of access to the Easement Area for the following purposes, either on the Easement Area or on other lands, and for such other purposes,

A. to conduct site investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings, and other activities related to the base Installation Restoration Program (IRP);

B. to inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP;

C. to conduct any test or survey required by the Environmental Agencies relating to the implementation of the IRP, or environmental conditions on the Easement Area, or to verify any data submitted to the Environmental Agencies by the Grantor relating to such conditions;

D. to conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP, including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities; and

E. to monitor any environmental restrictive use covenants and the effectiveness of any other land use or institutional control established by the Grantor on the Easement Area, either by itself, by its contractor, by any public entity, including the state, or by a private entity registered in the state to monitor environmental covenants.

VII. GRANTOR'S REASONABLE REGULATION

The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Grantor's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Grantor, or its duly authorized representatives, may from time to time impose.

VIII. CONDITION OF EASEMENT AREA

The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Grantor to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Grant as **EXHIBIT C**.

IX. OTHER GRANTS OF ACCESS

This Grant is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Air Force may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

X. GRANTEE'S IMPROVEMENTS

At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Base Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Easement Area and the operation of the base.

XI. NO OBSTRUCTIONS

Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Grant or its reservations.

XII. GENERAL INDEMNITY

The Grantee shall, to the extent permitted by law, indemnify the Grantor, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Grantor and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by the Grant, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Grant or of any applicable laws that may be in effect from time to time.

XIII. LIMITATION OF GRANTEE RIGHTS

Except as is reasonably required to effect the purpose of this Grant, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Grantor, and the Grantee agrees not to assert any such right or interest by reason of this Grant.

XIV. INSURANCE

Grantee shall not maintain the insurance requirement since they are a civic entity.

XV. AIRFIELD CONSTRUCTION

Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Air Force Manual 32-1123(1) entitled "Airfield and Heliport Planning and Design," dated May 1, 1999.

XVI. PRESERVATION OF CULTURAL AND NATURAL RESOURCES

A. The Grantee shall comply with the base Cultural Resource Management Plan which calls for preservation of cultural resources, if any, on the installation.

B. The Grantee shall comply with the base Integrated Natural Resources Management Plan which calls for protection of natural resources or endangered species, if any, on the installation.

XVII. GRANTEE PERMITS

Grantee shall be responsible for and obtain, at its sole expense, any approvals, permits, or licenses which may be necessary to the construction and operation of improvements within the Easement Area, in compliance with applicable law.

XVIII. ENVIRONMENTAL CONDITIONS

The Grantor discloses to the Grantee the information described in the attached **EXHIBIT B.** The Grantee acknowledges that it has reviewed, or has been afforded the opportunity to review the "Environmental Base Line Survey (EBS)" and EBS waiver, dated 3 September 2010. The Grantee acknowledges that it has reviewed the EBS and EBS Waiver.

XIX. ENVIRONMENTAL COMPLIANCE

Grantee shall comply with all applicable federal, state, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Grantor to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Grantor for any civil or criminal fines or penalties levied against the Grantor for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, sub-grantees, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, sub-grantees, licensees, or invitees cause or contribute to a spill or other release of a substance or material,

Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, state and local laws and regulations or, at the discretion of Grantor, indemnify Grantor for all costs of completing such cleanup, abatement, or response action.

XX. ENVIRONMENTAL USE RESTRICTIONS

Grantee will also comply with the terms of the "Environmental Use Restrictions" also in the attached **Exhibit B**.

XXI. HAZARDOUS MATERIALS AND HAZARDOUS WASTE

Grantee shall not bring toxic or hazardous material, hazardous wastes, or hazardous substances upon the Easement Area. The Grantee shall be responsible for the cost of proper disposal of hazardous substances, or solid and hazardous wastes generated by its activities under this Grant. The Grantor may require the Grantee to utilize its on-base centralized systems for the handling, treatment, storage, and disposal of solid and hazardous wastes. Grantee will comply with any applicable Beale AFB, California, spill prevention control and countermeasure plan, and any applicable hazardous materials or hazardous wastes management plan.

XXII. GRANTOR ENVIRONMENTAL REMEDIATION

In the exercise of any rights under this Grant, the Grantee will not conduct, or permit to be conducted, any activities, or allow any condition, that disrupts any environmental remediation activities of the Grantor on the Easement Area, or on any premises adjacent or contiguous to the Easement Area, or that would adversely affect the effectiveness of those remediation activities, including, without limitation,

A. It shall not apply water upon the surface of the Easement Area in any amount or manner that could impact the migration of contaminated ground water;

B. It shall not drill below the surface or use ground water drawn from the upper-most aquifer, unless the Grantor first determines that there will be no adverse impacts on its cleanup process; and

C. It shall not conduct any construction work that would interfere with, negatively impact, or restrict access to, any cleanup work.

XXIII. ENVIRONMENTAL INDEMNIFICATION

The Grantee, to the extent permitted by law, will indemnify the Grantor, and its employees, and agents against, and hold them harmless from, all debts, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation, costs associated with any remedial action or corrective action, costs associated with any investigation, monitoring, sampling, testing, or removal of hazardous substance(s), costs of attorney and expert fees and expenses, and court costs) in any way relating to, connected with, or arising out of, the discovery of any hazardous substance(s) introduced by the Grantee that may

contaminate, or contribute to any existing contamination of, the Easement Area and contiguous or adjoining premises, after the date of this Grant.

XXIX. ENVIRONMENTAL LIABILITY OF THE GRANTOR

Grantee does not assume any of Grantor's liability or responsibility for environmental impacts and damage resulting from Grantor's activities; however this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

XXV. ABANDONMENT OR TERMINATION OF EASEMENT

This Grant may be terminated in whole or in part by the Grantor for Grantee's failure to comply with the terms of this grant and Grantor may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Grantor shall give written notice of any termination, which will become effective 120 days after the date of such notice, unless the Grantee commences use or reuse of the unused portion of the Easement Area within that time.

XXVI. DAMAGE TO OR REMOVAL OF GOVERNMENT PROPERTY

If Grantee or any other person acting in its place causes any disturbance or damage to any Government property or improvements in the Easement Area or Grantor's adjacent property, Grantee, its successors and assigns shall promptly restore them as nearly as may be reasonably possible to the same condition as existed prior to such disturbance or damage to the satisfaction of the Grantor; provided, however, that if Grantor confirms in writing that it no longer needs the improvements and Grantee provides for their complete demolition, removal, and restoration of the easement area satisfactory to Grantor, they need not be restored or replaced. If any Air Force property or improvements in the easement area will be removed to accommodate Grantee's use of the easement and Grantor does not waive their replacement, Grantee shall replace them in locations approved by Grantor with facilities having substantially similar design characteristics, being of the same category, construction, size, and capacity as those replaced, located on an appropriately restored site. Grantee shall not remove or excavate soil or paved surfaces without prior written approval of the Grantor and the Grantee shall promptly restore the Easement Area to substantially the same condition that existed immediately before the removal or excavation.

XXVII. REMOVAL OF GRANTEE IMPROVEMENTS

Upon the expiration, abandonment, or termination of the easement, Grantor may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the premises and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Grantor's satisfaction. Grantor shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Grantor's notice of termination. Alternatively, at those same times, Grantor may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will

revert or be transferred to Grantor. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Grantor and shall be effective on the easement term expiration date or the effective date of any abandonment or termination, without additional consideration therefore. Grantee shall execute any documentation reasonably requested by the Grantor to confirm any transfer or conveyance.

If Grantee fails to timely satisfy its removal and restoration obligations, then at Grantor's option, Grantee's improvements and personal property located on the Easement Area shall either become Grantor's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee; and no claim for damages against Grantor, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Grantor for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

XXVIII. REMEDIES FOR NON-COMPLIANCE

In the event the Grantee fails to comply with any obligation under this Grant, the Grantor may pursue monetary damages, equitable relief, or both, and the Grantee shall reimburse the Grantor for its attorney fees and costs.

XXIX. ASSIGNMENT

The Grantee may not assign this Grant without the prior written consent of the Grantor at Air Force Civil Engineering Center, Real Estate Division, 2261 Hughes Ave. Suite 121, Lackland AFB TX. 78236-9821.

XXX. AUTHORIZED REPRESENTATIVES AND NOTICES

Any written notices under this instrument shall be made by mailing or hand delivering such notice to the parties at the following addresses.

GRANTOR:
Phil A. Stewart, Commander
ATTN: Real Property Office
Beale Air Force Base
6451 B Street, Beale AFB, Ca, 95903

GRANTEE:
Andy Vasquez
Yuba County
915 8th Street Suite 109, Marysville, Ca. 95901

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the _____ day of _____, 2013.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: _____
TIMOTHY K. BRIDGES
Deputy Assistant Secretary of the Air Force (Installations)

IN WITNESS WHEREOF, I have hereunto set my hand the _____ day of _____, 2013.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: _____
PHIL A STEWART, Col., USAF
Commander, 9th Reconnaissance Wing, Beale AFB, Ca.

State of California

ss

County of Yuba

This document was acknowledged before me, the undersigned Notary Public, by _____ on this the _____day of _____, 2013

_____
Notary Public, State of _____

ACCEPTANCE

The Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.

DATED: _____ day of _____, 2013.

GRANTEE:

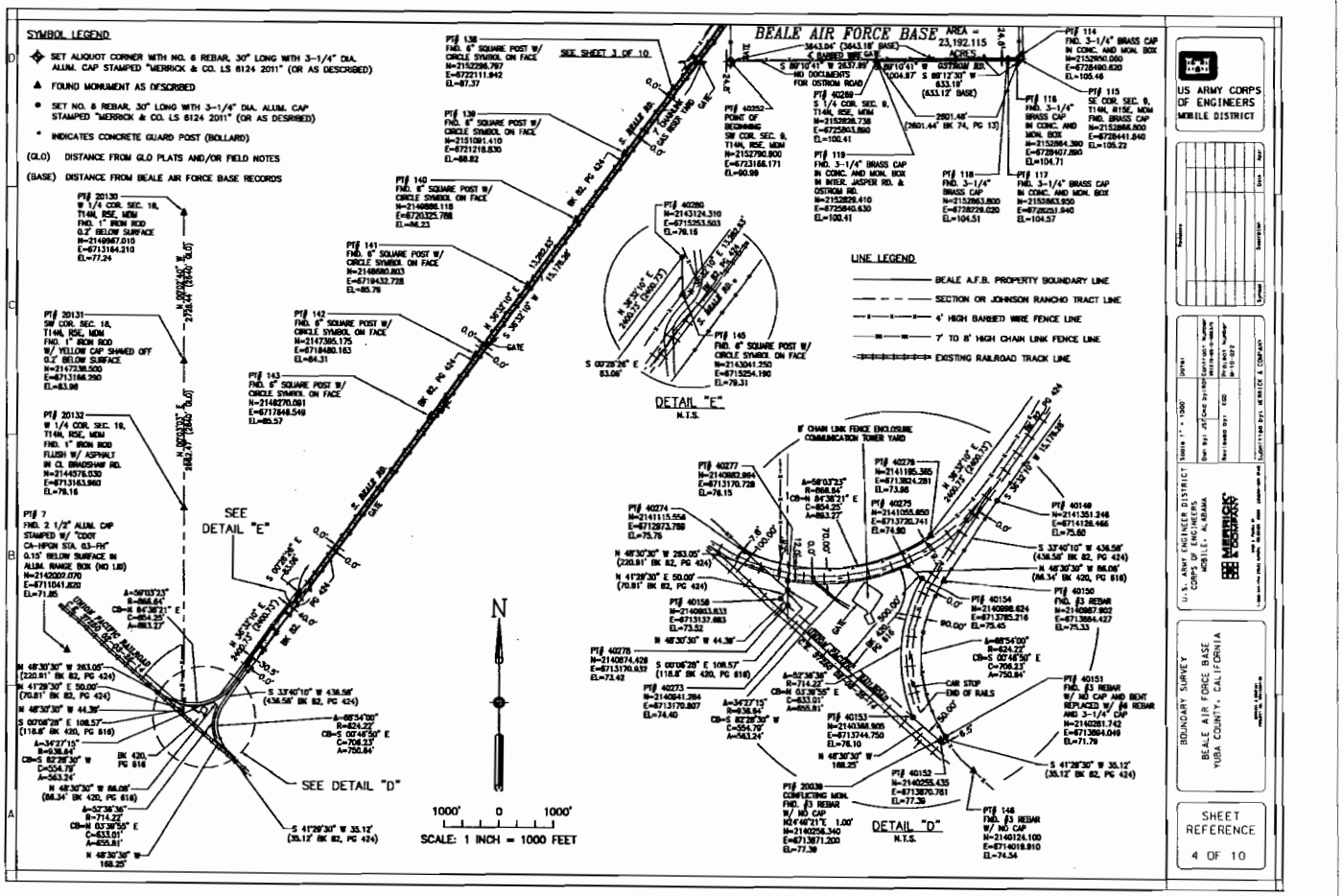
By: _____
Andy Vasquez
Chairman, Board of Supervisors
Yuba County

Attest:

_____

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

EXHIBIT A


SYMBOL LEGEND
SET ALIQUOT CORNER WITH NO. 6 REBAR, 30" LONG WITH 3-1/4" DIA. ALUM. CAP STAMPED "MERRICK & CO. LS 6124 2011" (OR AS DESCRIBED)
FOUND MONUMENT AS DESCRIBED
SET NO. 6 REBAR, 30" LONG WITH 3-1/4" DIA. ALUM. CAP STAMPED "MERRICK & CO. LS 6124 2011" (OR AS DESCRIBED)
INDICATES CONCRETE GUARD POST (BOLLARD)
(GLO) DISTANCE FROM GLO PLATS AND/OR FIELD NOTES
(BASE) DISTANCE FROM BEALE AIR FORCE BASE RECORDS
BEALE AIR FORCE BASE AREA = 23,192.115 ACRES
SEE SHEET 3 OF 10
LINE LEGEND
BEALE A.F.B. PROPERTY BOUNDARY LINE
SECTION OR JOHNSON RANCHO TRACT LINE
4' HIGH BARBED WIRE FENCE LINE
7' TO 8' HIGH CHAIN LINK FENCE LINE
EXISTING RAILROAD TRACK LINE
DETAIL "E"
N.T.S.
DETAIL "D"
N.T.S.
SEE DETAIL "E"
SEE DETAIL "D"
N
1000' 0 1000'
SCALE: 1 INCH = 1000 FEET
US ARMY CORPS OF ENGINEERS MOBILE DISTRICT
U.S. ARMY ENGINEER DISTRICT CORPS OF ENGINEERS MOBILE, ALABAMA
BOUNDARY SURVEY
BEALE AIR FORCE BASE
YUBA COUNTY, CALIFORNIA
SHEET REFERENCE
4 OF 10

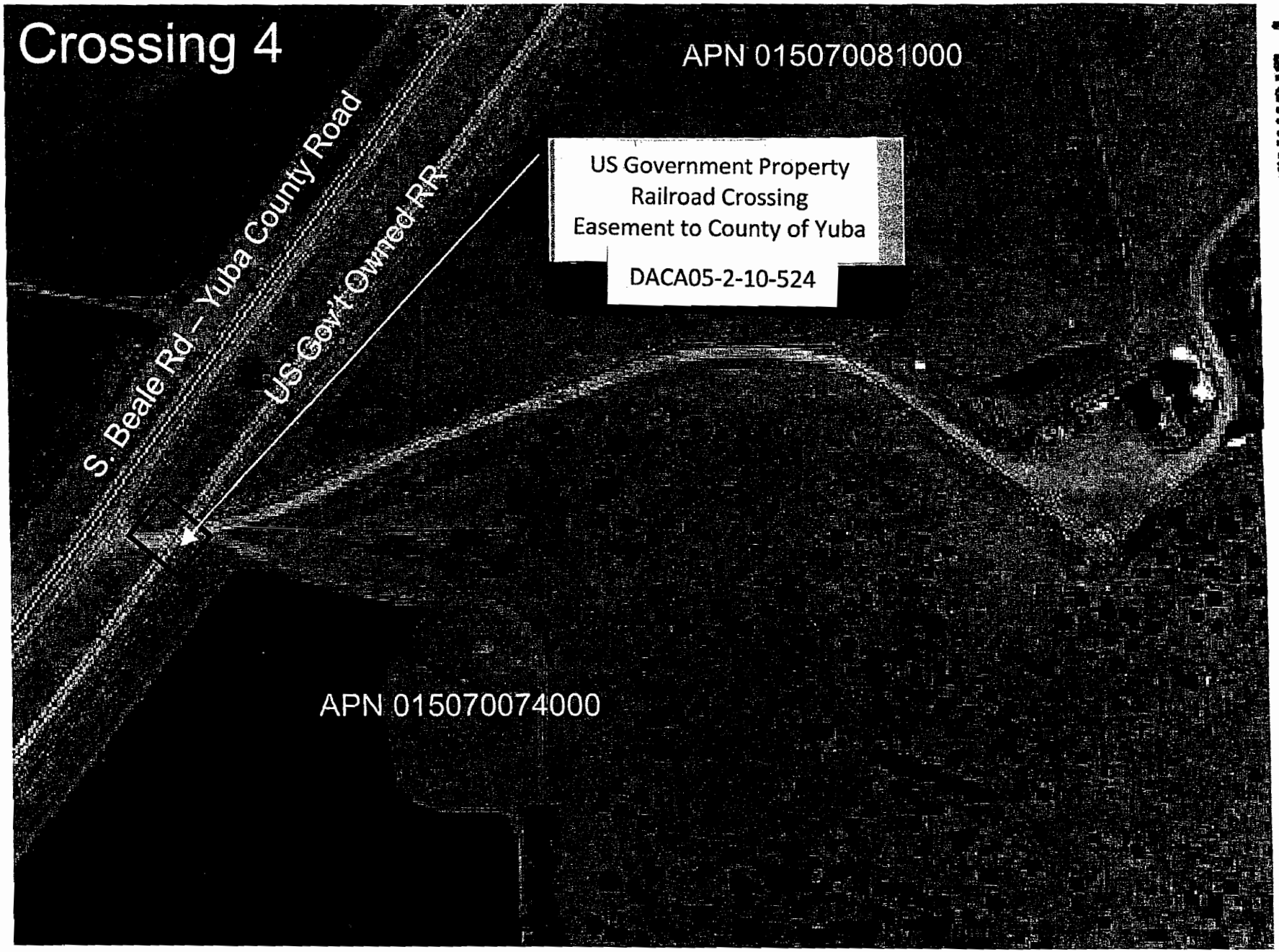

Crossing 4
APN 015070081000
US Government Property
Railroad Crossing
Easement to County of Yuba
DACA05-2-10-524
S. Beale Rd – Yuba County Road
US Gov't Owned RR
APN 015070074000

EXHIBIT A

CROSSING #4

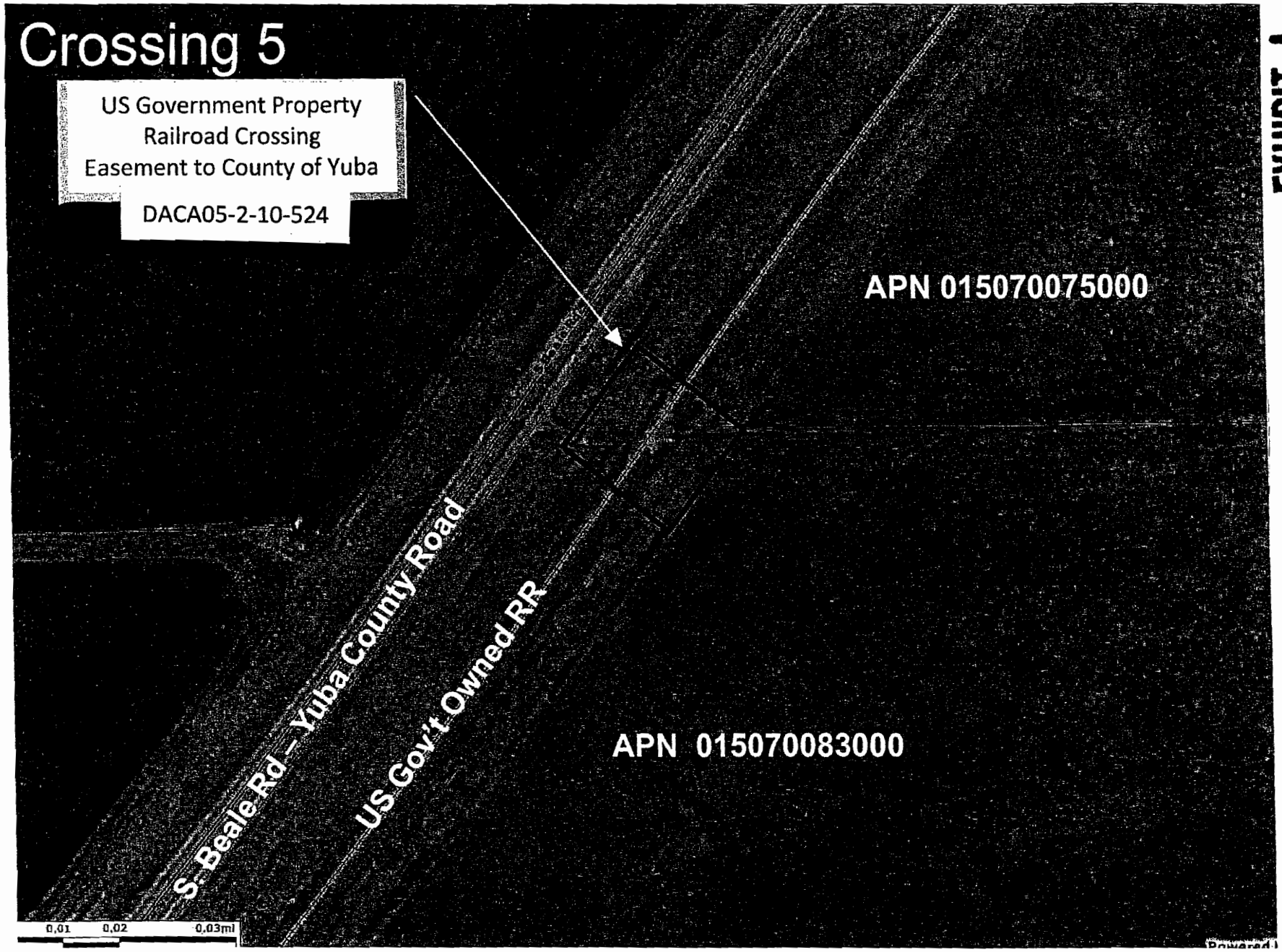
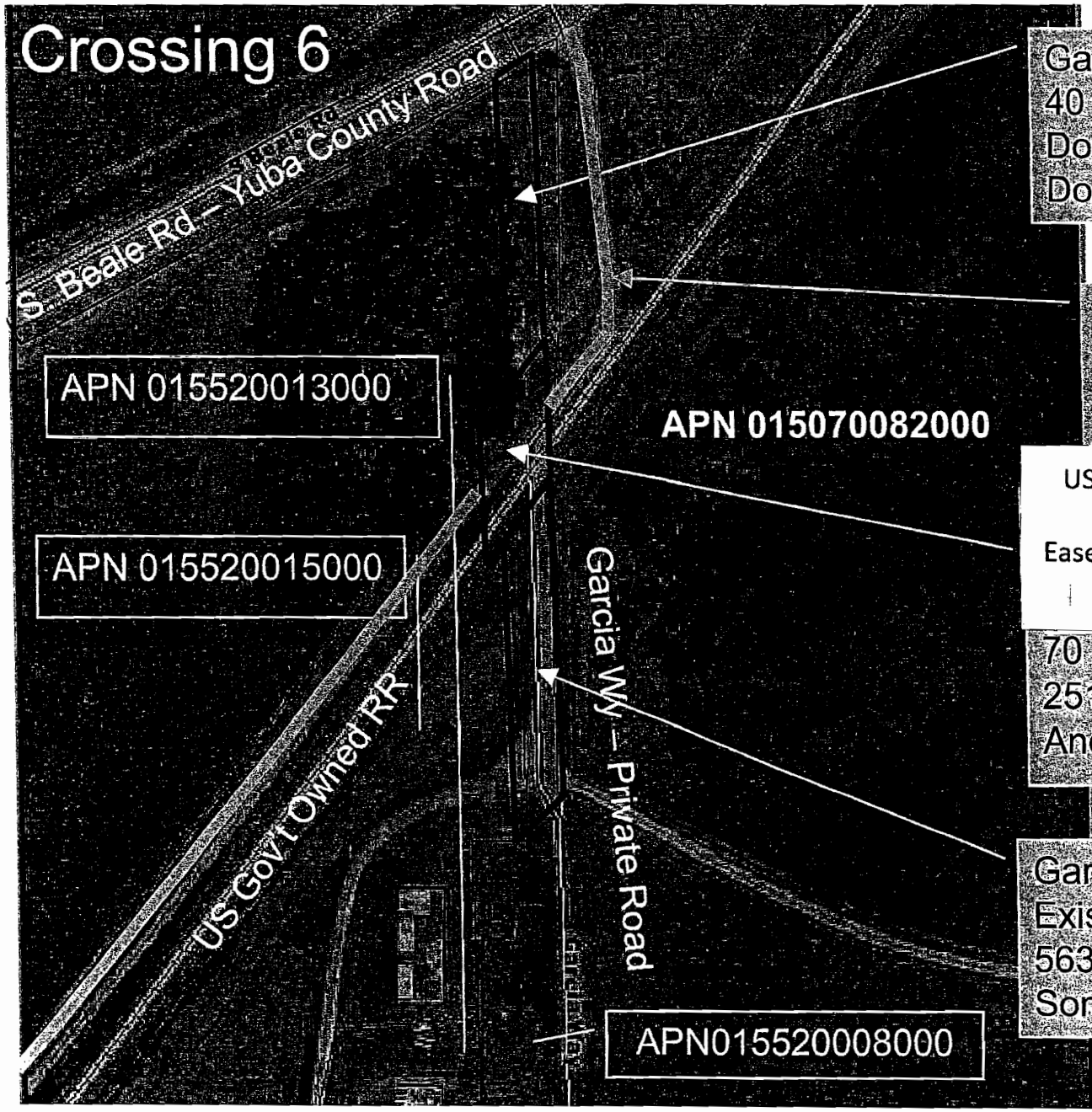

Crossing 5
US Government Property
Railroad Crossing
Easement to County of Yuba
DACA05-2-10-524
APN 015070075000
APN 015070083000
S. Beale Rd – Yuba County Road
US Gov't Owned RR
0,01
0,02
0,03mi

EXHIBIT A

CROSSING #5



Garcia Way Private Rd 40 Ft Easement per Document #94-13975 & Document #95-2916

2,937 linear foot Undocumented Road On US Gov't Land

US Government Property Railroad Crossing Easement to County of Yuba DACA05-2-10-524

70 Ft Easement 563 or 251 to La Marr & Sondra Anderson ET. AL.

Garcia Way Private Rd Existing 65 ft Easement 563 or 252-A to La Marr & Sondra Anderson ET. AL.

EXHIBIT A

EXHIBIT A
CROSSING #6

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 9TH RECONNAISSANCE WING (ACC)
BEALE AIR FORCE BASE, CALIFORNIA

03 SEP 2010

MEMORANDUM FOR 9 CES/CEAO

FROM: 9 RW/CV

SUBJECT: Environmental Baseline Survey (EBS) Waiver: Yuba County 25-Year Easement Renewal (DACA05-2-09-535)

1. The easement area is the real property known as Facilities 99060, 99061, 99064, 99065 & 99066/tracts 1R, 2R, 3R, 4R-2, 5R, & 6R located on Beale Air Force Base, California. The easement is to Yuba County for 25 years to be used as multiple crossings over rail road track and land owned by the Air Force. The easement property has been used for this purpose for the past 24 years; it continues to be used as such.

2. AFI 32-7066 details the responsibilities and procedures for an EBS in a real property transaction. An EBS is required to document the condition of Air Force real property before completing a real estate transaction (lease, license, etc.) to determine if contaminants are present.

3. In addition, AFI 32-7066 provides for an EBS waiver if initial records review, interviews and site inspections indicate there are no potential sources of contamination and the following criteria are met:

a. The condition of the property will not create health and safety risks when used as intended

b. The allowable activities will not introduce hazardous materials or petroleum products on the property

c. No material alteration or change in the physical condition of the property will occur

4. Renewing a temporary interest in real property if no change in licensed premises or allowable use will occur is eligible for a waiver from the EBS requirement per the AFI.

5. The Yuba County 25-year easement renewal meets the above referenced waiver criteria: the condition of the licensed property does not create health and safety risks, operation of the system does not introduce hazardous materials to Beale AFB, and the of the crossings that allow access to local residents homes and lands does not change the physical condition of the property. Therefore, I hereby waive the EBS requirement for this license of Air Force controlled property on Beale AFB.

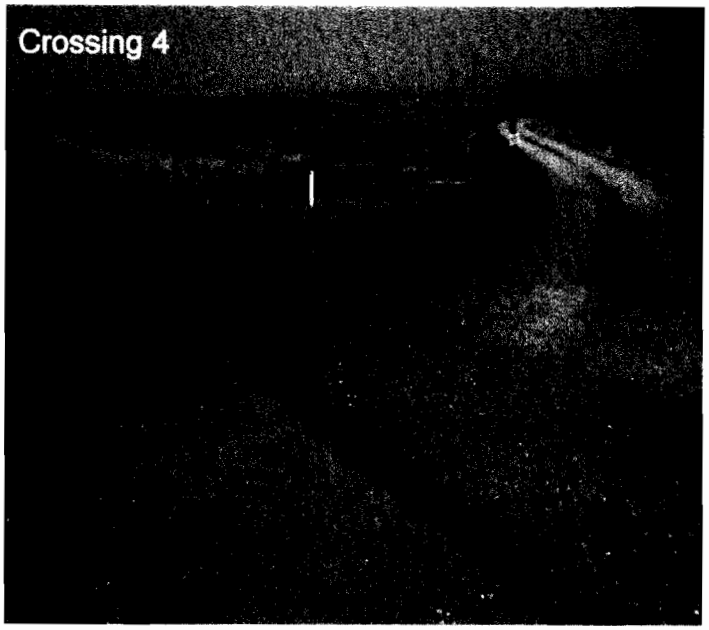
ROBERT A. YAHN, JR., Colonel, USAF
Chairperson, ESOH Council

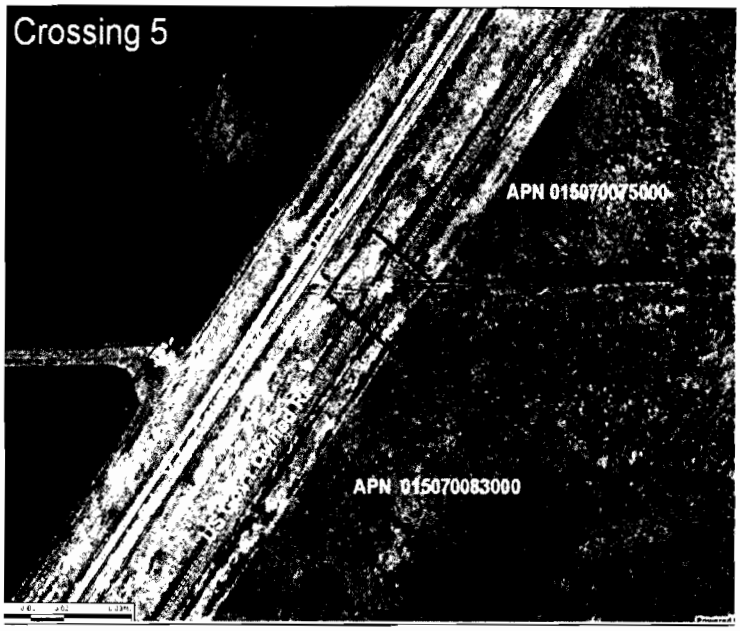
One Team... One Fight!

EXHIBIT B

Exhibit C

Physical Condition Report





Crossing 6

EXHIBIT C

We attest the above photographs, taken on Monday, 28 March 2013 accurately depict the current condition of the site.

YUBA COUNTY REPRESENTATIVE

REAL ESTATE OFFICER

SUTTER-YUBA MENTAL HEALTH SERVICES
1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520

Brad Luz, Ph.D.
Assistant Director of Human Services
Director of Mental Health

Administration Services
(530) 822-7200
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STAFF REPORT

DATE: September 24, 2013

TO: Yuba County Board of Supervisors

FROM: Steve Marshall, MPA, Deputy Director of Mental Health-Administrative Services

SUBJECT: Approval of the Mental Health Services Act Innovation Workplans

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Recommendation: It is the recommendation of the Deputy Director of Mental Health-Administrative Services that the Board of Supervisors approve the Mental Health Services Act Innovation Workplans. This item was reviewed by the Sutter County Board of Supervisors Health Committee at their meeting of September 3, 2013 and will be reviewed by the Sutter County Board of Supervisors at their September 24, 2013 meeting.

Background & Discussion: The Mental Health Services Act was a voter initiative passed in November of 2004. Under this initiative, individuals with incomes in excess of one million dollars per year are levied an additional 1% income tax to pay for expanded mental health services statewide. We currently receive funding for MHSA Community Services and Supports, Prevention and Early Intervention, Workforce Education and Training, and Capital Facilities/Information Technology. On September 6, 2012 the Mental Health Board held a public hearing regarding the Innovation Workplans. After that public hearing the workplans were submitted to the Mental Health Oversight and Accountability Commission (MHSOAC) for approval. The MHSOAC reviewed the plan and suggested extensive changes in order for the workplans to be approved. These revised workplans were approved by the Sutter-Yuba Mental Health Board at their September 5, 2013 meeting and are as follows:

1. WORK PLAN 1 - IMPROVING PROBATIONER OUTCOMES VIA INTERAGENCY COLLABORATION AND SERVICE DELIVERY LEARNING

The primary purpose of the innovation project is to increase the quality of services, including improved outcomes for the AB109 probationer population in both Sutter and Yuba counties with a unique interagency collaboration model, created by Sutter-Yuba Mental Health Services, Yuba County Probation and Sutter County Probation. There have been poor outcomes and disconnected service delivery approaches for this underserved population, therefore we want to

measure the effectiveness of Sutter County Probation's approach to probationers with the introduction of dedicated mental health clinician time and Yuba County Probation's approach to probationers with the introduction of dedicated mental health clinician time. Each county will be provided clinical staff time, but Sutter-Yuba Mental Health Services wants to learn if Sutter County Probation's centralized, front-loaded service approach and selected strategies results in improved outcomes versus Yuba County Probation's de-centralized, community-based approach and selected strategies. Each approach undoubtedly has its own advantages

2. WORK PLAN 2 - HMONG SPIRITUAL HEALING PROJECT

Sutter-Yuba Mental Health Services has historically been successful in proactively addressing the cultural needs of the Hmong population. Sutter-Yuba Mental Health Services provides a Hmong Outreach Center, which is a place where the Hmong population can socialize and receive culturally appropriate services. Additionally, Sutter-Yuba Mental Health Services created the Traditional Healers Project, which provided a unique way for Sutter-Yuba Mental Health Services to bridge a gap between mental health clinical staff and community Traditional Healers for the purpose of sharing information, and training each other on western mental health and general health practices/beliefs and traditional Hmong practices/beliefs.

The Hmong Spiritual Health Project is the next step in this continuum of learning. The innovation project introduces new mental health practices that address spiritual healing in hopes to better serve the Hmong Community. The project purpose is to increase the quality of services, including better outcomes. The project will provide Hmong clients access to traditional Hmong rituals and healing in addition to their established mental health treatment plan with the expected outcome that Hmong patients will experience a decrease in mental health symptoms and a positive, culturally- sensitive service experience.

3. WORK PLAN 3 - POST-TAY WELLNESS ASSISTANCE PROGRAM

Following the conclusion of the Transition Aged Youth (TAY) services (ages 18-25), many of the now Post-TAY have experienced poorer outcomes because they are further transitioning and coping with life stresses from the increased independence and responsibilities of adulthood, while also simultaneously trying to maintain their recovery without the in-place supports they experienced in the TAY Program. The TAY Program provides vulnerable youth with a solid foundation during the transition to adulthood. Individuals who are no longer well-served by TAY or exceed the age limit for TAY will experience a significant shift in their support system, despite the fact that many may still need some type of support or guidance. Existing mental health approaches do not provide/cover these types of "whatever it takes" supports for this unique population. The Post-TAY population that was formerly well-served by the TAY Program, may quickly become an inappropriately served and/or underserved population, which can potentially result in a decrease in the quality of wellness services, poorer outcomes, and an overall decrease in their quality of life, placing their recovery in jeopardy.

The Post-TAY Wellness Assistance Program will utilize innovation funds to learn if creating a further continuum of wellness support for this newly defined Post-TAY population will result in an increase in the quality of services, including better outcomes, characterized by fewer

hospitalizations, vocational and educational successes, and measurable improvements of recovery.

Past Consideration of the Board: This is a component of MHSA funding that has not been considered by the Board previously.

Alternatives: None recommended

Other Department or Agency Involvement: There are no other County departments or agencies required to take action on this plan.

Action Following Approval: These workplans will be submitted to the Mental Health Services Oversight and Accountability Commission for their review and approval.

Fiscal Impact: Sutter-Yuba Mental Health Services has been allocated $1,759,335 to date for Innovation programs. The expected 2013-14 allocation is $311,013. The cost of these proposed Innovation workplans from 2013-14 to 2015-16 total $914,730.

Standing Committee Review: This item was reviewed by the Sutter County Board of Supervisors Health Committee at their meeting of September 3, 2013 and by the Sutter-Yuba Mental Health Board at their September 5, 2013 meeting. This item will be reviewed by the Sutter County Board of Supervisors at their September 24, 2013 meeting.

Attachments or Document Enclosures:

Mental Health Services Act Innovation Workplans

P:\MH Contracts\2013 CONTRACTS\Staff Reports\BOS\MHSA Innovation Workplan-Yuba BOS.doc

EXHIBIT A

INNOVATION WORK PLAN
COUNTY CERTIFICATION

County Name: Sutter-Yuba

County Mental Health Director	Project Lead
Name: Tom Sherry, MFT Telephone Number: 530 8227327 E-mail: TSherry@co.sutter.ca.us	Name: Megan Spooner, MPA Telephone Number: 530 8227200 E-mail: MSpooner@co.sutter.ca.us
Mailing Address: 1445 Veterans Memorial Circle Yuba City, CA 95993	Mailing Address: 1965 Live Oak Boulevard PO Box 1520 Yuba City, CA 95992

I hereby certify that I am the official responsible for the administration of public community mental health services in and for said County and that the County has complied with all pertinent regulations, laws and statutes for this Innovation Work Plan. Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code Section 5891 and Title 9, California Code of Regulations (CCR), Section 3410, Non-Supplant.

This Work Plan has been developed with the participation of stakeholders, in accordance with Title 9, CCR Sections 3300, 3310(d) and 3315(a). The draft Work Plan was circulated for 30 days to stakeholders for review and comment and a public hearing was held by the local mental health board or commission. All input has been considered with adjustments made, as appropriate. Any Work Plan requiring participation from individuals has been designed for voluntary participation therefore all participation by individuals in the proposed Work Plan is voluntary, pursuant to Title 9, CCR, Section 3400 (b)(2).

All documents in the attached Work Plan are true and correct.

Signature (Local Mental Health Director/Designee)	Date	Title

EXHIBIT B

INNOVATION WORK PLAN
Description of Community Program Planning and Local Review Processes

County Name: Sutter-Yuba
Work Plan Name: Sutter-Yuba Innovation

Instructions: Utilizing the following format please provide a brief description of the Community Program Planning and Local Review Processes that were conducted as part of this Annual Update.

1. Briefly describe the Community Program Planning Process for development of the Innovation Work Plan. It shall include the methods for obtaining stakeholder input. (suggested length – one-half page)

The Community Program Planning Process for the development of the Sutter-Yuba Mental Health Services Innovation Work Plan was developed with local stakeholders which included representatives of numerous community organizations, other county divisions, and consumers and family members, including adults, older adults, and consumer advocates. The variety of community resource providers, service program providers, and consumers and family members reflected the local stakeholders of our community, including but not limited to adults, older adults, advocates for those with severe mental illness, youth, cultural and linguistic populations, underserved populations, veterans, etc.

There was one large community participant meeting held, in which forty-two community participants were in attendance. The meeting was advertised in the newspaper, by individual email, phone calls, and letters. Additionally, flyers were posted at all service sites. Partcipants included consumers, education representatives, county probation divisions, Salvation Army, family members, community providers, mental health professinals, cultural compentency committee members, drug court graduates, and interested community members.

Following this, there were three subcommittees formed: Forensic, Cultural- Specific, and Community-based. The subcommittees all met twice with an average attendance of approximately ten participants. Each committee included representatives from unserved/underserved popluations.

Community participants generated thirteen project proposals. The project review panel, consisting of the Mental Health Director, the Program Manager for Psychiatric Emergency Services, and the Mental Health America Director, reviewed all of the proposals. Proposals were rated on the four innovation outcomes/purposes.

- Increase access to underserved groups.
- Increase the quality of services, including better outcomes.
- Promote interagency collaboration.
- Increase access to services.

Initially, eight recommended innovation projects were identified to be in the Sutter-Yuba Mental Health Services Innovation Plan. In response to the letter sent by the Mental Health Services Oversight and Accountability Commission (MHSOAC) on June 12, 2013, three work plans were revised and are attached. Existing plans that were not revised for this submission will attempt further revisions and will be recommended as an Innovation update to future MHSA Annual Updates.

2. Identify the stakeholder entities involved in the Community Program Planning Process.

Several consumers, family members, community partners, services providers, and educational partners helped Sutter-Yuba Mental Health Services with the program planning process, and will continue to help with program implementation, monitoring, quality improvement, and project evaluation. Stakeholder entities included:

- Consumers
- Family Members
- Camptonville Community Partnership
- Victor Counseling
- Sutter-Yuba Mental Health
- Grace Source
- Salvation Army
- Yuba-Sutter Drug Court
- Yuba County Probation
- Sutter County Probation
- Mental Health Advisory Board
- Sutter K-12
- Yuba County Office of Education
- Caza de Esperanza
- E Center Head Start 0-5
- Hmong Community Center
- Human Services
- YCUSD K-12
- Family Soup
- Alta Regional
- Ampla Health
- Sutter County Superintendent of Schools

3. List the dates of the 30-day stakeholder review and public hearing. Attach substantive comments received during the stakeholder review and public hearing and responses to those comments. Indicate if none received.

The Innovation Plan was available to the public for review from August 1, 2012 through September 1, 2012. On September 6, 2012, the Sutter-Yuba Mental Health Advisory Board approved the Sutter-Yuba Mental Health Services Innovation Plan. There were no substantive comments or correspondence during the stakeholder review. Correspondence, as documented by the minutes provided below, reflect Mental Health Board discussion of the Innovation Plan and process.

Minutes from that hearing are:

5. Open Public Hearing – Chairperson Myers

Chairperson Myers opened the Public Hearing at 6:02 p.m. He said now was the time to hear testimony and input from the public regarding the MHSA Innovation (INN) Component. He asked that any person wishing to address the Board on this subject to complete a "Speaker Card" and give it to the Recording Secretary (Executive Secretary) and asked that their comments be limited to three minutes. Further, he said there would be ample time on the agenda for any person wishing to speak on other issues if desired; however, he said the Mental Health Board could not take action on any item not identified on the agenda.

Chairperson Myers stated that he has family members that receive mental health services and finds this component and Public Hearing to be very important.

Doug Bond, Psychiatric Emergency Services (PES) Program Manager, SYMHS reported that throughout the planning process, the Innovation Plan Component has received considerable participation and good community involvement.

Supervisor Vasquez asked if the Public Hearings could be better advertised. Subsequently, he offered to use a blanket advertisement that he sends out to many media sources for the next Public Hearing. In response, Chairperson Myers said that any advertisements for any type of mental health services and public meetings would be very beneficial.

Board Member Montes-Walker stated that she works with a lot of Spanish speaking organizations and radio stations and offered to get announcements out to those sources.

6. Close Public Hearing – Chairperson Myers

Hearing no testimony or other comments, the Chair closed the Public Hearing at 6:11 p.m.

EXHIBIT B

7. Reconvene Board Meeting – Chairperson Myers

The Chair reconvened the regular Mental Health Board meeting at 6:11 p.m.

8. Action Item – Chairperson Myers

a. Consider a Recommendation to Approve the SYMHS MHSA Innovation (INN) Component. Supervisor Vasquez moved to approve the SYMHS MHSA Innovation (INN) Component. The motion was seconded by Board Member Ayres and carried by a unanimous voice vote of the members present.

EXHIBIT C

Innovation Work Plan Narrative

Date: July 2013

County: Sutter-Yuba

Work Plan # 1

Work Plan Name: Improving Supervised Offender Outcomes via Interagency Collaboration and Service Delivery Learning

Purpose of Proposed Innovation Project

Increase access to undeserved groups
✓ Increase the quality of services, including better outcomes
✓ Promote interagency collaboration
Increase access to services

Briefly explain the reason for selecting the above purpose(s)

Sutter-Yuba Mental Health Services is a bi-county mental health department, meaning we serve the Yuba County population and Sutter County Population. Sutter-Yuba Mental Health Services is the only bi-county mental health structure within California. Sutter County Probation and Yuba County Probation each serve their respective populations, but we are all experiencing similar challenges with supervised offenders accessing needed mental health and substance abuse services, lack of advocacy, and historically poor outcomes, including recidivism issues and difficulty in promoting recovery, hope, and resiliency within the general probation population. Sutter-Yuba Mental Health Services, Sutter County Probation, and Yuba County Probation collectively have the vision of providing the probation population in the Sutter-Yuba area with a comprehensive support system to include a direct linkage to mental health services, and connections to general health care services, and other ancillary support services upon confinement release.

Before this innovation project, each agency was planning to achieve this vision independently in a disconnected manner. The AB109 offenders and other supervised offenders are unique populations. These populations historically have poor outcomes and have the added challenges of creating and maintaining a recovery plan outside of confinement and making positive life decisions to avoid re-offending. Disconnected service delivery to the Sutter-Yuba probation population and poor outcomes illustrate the need for Sutter-Yuba Mental Health Services, Sutter County Probation, and Yuba County Probation to collaborate and provide linkages to needed services, strive for improved outcomes, and foster a collaborative relationship for sustained success with the probation population.

The primary purpose of the innovation project is to increase the quality of services, including improved outcomes for the AB109 offenders and other supervised offenders in both the Sutter and Yuba counties with a unique interagency collaboration model, created by Sutter-Yuba Mental Health Services, Yuba County Probation and Sutter County Probation. There have been poor outcomes and disconnected service delivery approaches for these underserved populations, therefore we want to measure the effectiveness of Sutter County Probation's approach to supervised offenders with the introduction of dedicated mental health clinician time and Yuba County Probation's approach to supervised offenders with the introduction of dedicated mental health clinician time. Each county will be provided clinical staff time, but Sutter-Yuba Mental Health Services wants to learn if Sutter County Probation's centralized, front-loaded service approach and selected strategies results in improved outcomes versus Yuba County Probation's de-centralized, community-based approach and selected strategies. Each approach undoubtedly has its own advantages.

The key elements to be measured are mental health/ dual diagnosis outcomes and recidivism outcomes for each county's approach and the outcomes of the interagency collaboration. Additionally, to be explored is recovery perspectives among project partners and participants. The learning outcomes for this innovation project provide Sutter-Yuba Mental Health Services with critical information about the effectiveness of using mental health clinician time in this way and more importantly, it will provide information on approaches that result in better outcomes for the probation population. We want to fund both approaches, but once we learn which approach works best, then that approach will be encouraged for replication in both counties. As a secondary, we also want to learn if this model of collaboration with county partners to determine effective service delivery strategies is advantageous for Sutter-Yuba Mental Health Services.

Project Description

Describe the Innovation, the issue it addresses and the expected outcome, i.e. how the innovation project may create positive change. Include a statement of how the innovation project supports and is consistent with the General Standards identified in the MHSA and Title 9, CCR, section 3320.

Innovation: The innovation project utilizes, to its advantage, the bi-county structure and new pioneering relationships with county probation departments and applies existing mental health approaches to the AB109 offenders and other supervised offenders in two new and different county settings: community- based setting and institution- based setting. Identical outcome measures from each setting/county will be analyzed to see which approach Sutter-Yuba Mental Health Services should further employ to consistently offer quality services, including improved outcomes for AB109 supervised offenders and other supervised offenders.

Consistent to the innovation guidelines, this dual-county experiment of applying mental health approaches to a new population in new settings has never been tried before and

it affects seemingly intractable mental health challenges and has the potential to impact the following: 1) Administrative, governance, and organizational practices, 2) Advocacy, 3) Education and training for service providers, including non-mental health staff, 4) Outreach, capacity, and community development, 5) System development, 6) Research, and 7) Services and interventions, including prevention, early intervention, and treatment.

Fellow counties in California usually have to pick an approach and blindly employ it for a duration of time before they can determine if it is the best for their population. It is our hope that if our innovation is successful, other counties can learn to partner with other like-counties with like- populations and together launch two different strategies and evaluate in a parallel analysis each county's outcomes to determine the best approach. This removes the need for an individual county to try relentlessly to find the best approaches. It enables counties to innovatively evaluate service approaches. Counties so often work in isolated silos and we want to promote collaboration between counties and the sharing of information, failures, successes, and resources.

Project Elements: Sutter County Probation and Yuba County Probation will each be provided mental health clinician time that is strictly dedicated to the probation population; this in itself is not a new mental health approach but what is innovative is the evaluation. Each county will be launching a different service approach in an experiment to see the effectiveness of the different strategies directed at the AB109 offenders and other supervised offenders; this enables us to concurrently evaluate both approaches, which is a unique evaluation method.

The mental health clinician assigned to Sutter County Probation will be embedded into an existing multi-disciplinary probation team and the clinician will be providing mental health assessments, post-release recovery plans and supports, and connections to ancillary services prior to release. This setting allows services to be targeted at the supervised offenders upon release. The mental health clinician assigned to Yuba County Probation will be conducting mental health assessments, post-release recovery plans and supports, and connections to ancillary services following their release back into the community in a community-based effort.

Additionally, a secondary effect that will be captured with project measurement and analyzed during project evaluation is if in particular an approach proves successful with certain demographics, specifically gender and ethnic populations. The Sutter-Yuba population has a large Hispanic population, and smaller, yet significant Hmong and East Indian populations for which we would like to see how we can better serve and culturally respond to their mental health and recovery needs following release supervision.

Sutter-Yuba Mental Health Services will facilitate the planning, implementation, and post-implementation phases to keep the focus of the innovation on learning and instill the MHSA elements into all project phases. To foster a collaborative relationship, Sutter-Yuba Mental Health Services, Yuba County Probation, and Sutter County Probation will all be active decision-makers in project planning and implementation. Each county will be measuring the same indicators, as described in the project measurement section. Sutter-Yuba Mental Health Services will be evaluating identical outcomes from each approach to determine which approach better optimizes mental

health/dual diagnosis outcomes and reduces recidivism rates; this enables us to test our learning goal of which approach yields better outcomes and if this collaborative model of parallel county comparison is successful.

Unknown project elements that will be developed during the course of the innovation will be the detailed approaches that will be launched into the different settings. At this early phase, Sutter-Yuba Mental Health Services and the County Probation departments will be conducting information-sharing sessions. We all recognize that we provide different services; this is the time where we can unite our different service practices and provide a comprehensive and collaborative service approach to the AB109 offenders and other supervised offenders.

MHSA Principles and Values. The project will be planned for and implemented in ways that are consistent with the general standards and core values of the Mental Health Services Act and Title 9, CCR, section 3320, including the values of community collaboration; creating an integrated-service experience; promoting wellness, recovery, and resiliency; creating a consumer-and family-driven mental health system; and creating a culturally competent system of care.

Community Collaboration: The innovation project initiates and supports a collaborative relationship between Sutter-Yuba Mental Health Services, Yuba County Probation, and Sutter County Probation. Together, we have established a shared vision and goals for this innovation project. We want to work together and learn together how we all can provide quality services and improved outcomes for the AB109 offenders and other supervised offenders. Additionally, if successful, we want to our model of collaboration and service delivery experimentation to be replicated by other counties.

Integrated Service Experience: The innovation project encourages and will provide access to range of services following supervised offender release from confinement. We have found that when this population is offered isolated services by mental health, probation, and the community, there have historically been poor outcomes, including re-offending. The innovation project brings together Sutter-Yuba Mental Health Services and the Probation Departments to collectively launch different service approaches that include connections to adult education, vocational support, housing, Medi-Cal enrollment support, probation services, and mental health/substance abuse services.

Wellness, Recovery, and Resiliency: The innovation project plans for and promotes service delivery that is reflective of the philosophy, principles, and practices of the recovery vision for consumers. The primary purpose of this project is to increase the quality of services, including improved outcomes for the probation population, which is a population that has seemingly lost hope, resiliency, personal empowerment, respect, social connections, and self-determination in themselves and by the community. We are determined through our service approaches to re-instill all of these core values and have our mental health clinicians' assist supervised offenders create recovery plans and support them through this difficult time. We expect the innovation project to result in improved outcomes for this population and improved community recognition of the principles of recovery.

Client-driven and Family-driven: The innovation project is driven by the needs of the clients (supervised offenders). This population faces multiple challenges upon release,

and those with mental health illness and dual diagnosis problems are further vulnerable to more complex mental health issues, substance abuse issues, dual-diagnosis issues, and additionally have a higher vulnerability of re-offending. Client needs and input will be assessed either pre-release or immediate post-release and based on this the clinician will customize their individual recovery/treatment plan to reflect their personal needs and further connect them to applicable community supports. The multiple learning and assessment processes created by this innovation will engage not only the client, but also their family members and the staff members and volunteers from the participating community support organizations. This is a coordinated-community effort to support the recovering supervised offenders.

Cultural Competence: The innovation project targets the underserved and uniqueness of the probation population. This population has their own unique challenges and needs; this innovation project is focused on addressing these challenges and needs by finding the best approach. Additionally, project measurement and evaluation will breakdown data by gender, racial/ethnic, linguistic categories to help us learn more about the individual cultures within the probation population and if in particular strategies or approaches work better with certain cultures.

The innovation project, its project staff, and its service approaches and practices will provide culturally competent and responsive services to the probation population receiving mental health and dual-diagnosis services. It will specifically provide them with services and supports that utilize the strengths and forms of healing that are unique to each individual. Sutter-Yuba Mental Health Services is committed to providing cultural competence training to ensure a culturally competent workforce. Training plans goals aim to increase the cultural competence skills and knowledge at levels of the Sutter-Yuba Mental Health System. Additionally, Sutter-Yuba Mental Health Services mission statement, policies, procedures, and organization culture demonstrate a commitment to cultural competence. All new employees, including the new therapists that will be hired through the Innovation project will participate in an employee orientation that describes their staff responsibilities, such as "*staff, contractors, and agents are committed to delivering all services in a partnership with the clients we serve and our community. We provide all services with respect and dignity, providing excellence in all we do and integrity in how we do it.*"

Contribution to Learning

Describe how the innovation project is expected to contribute to learning, including whether it introduces new mental health practices/approaches, changes existing ones, or introduces new applications or practices/approaches that have been successful in non- mental health contexts.

Innovation Learning Goals/Questions/Expectations:

Goal 1: Increase the quality of services, including improved outcomes for the Sutter-Yuba Area AB109 offenders and other supervised offenders.

Learning Question: *Should Sutter-Yuba Mental Health Services use a community-based approach or an institution-based approach when providing mental health/dual diagnosis to the AB109 offenders and other supervised offenders?*

Expected Outcome: The mental health/dual diagnosis outcomes and recidivism outcomes from each county's service strategy will show Sutter-Yuba Mental Health Services which strategy should be recommended for future use.

Service Quality/ Outcome Improvement and Learning Indicators

Indicators illustrating service quality and outcome improvement linked to the community-based strategy and the institution-based strategy:

- Continuous improvement in scores and client progress via STRONG scores. Specifically, analyzing what dynamic factors have changed and have caused an increase in the scores. (For example, the mental health therapist was able to help the supervised offender connect with an employment agency, thus securing employment. This change in a dynamic factor (income and employment) will provide insight into why the scores improved.
- Continuous Improvement in status via LOCUS measures. Specifically, analyzing what caused reductions in resources intensity and why are the recommendations for care changing?
- Project staff observations and notes on seeing which strategies, within each approach appear to be working not working.
- Clients' observations and feedback on which strategies they feel are beneficial and which strategies did not provide any benefit to them.

<u>Goal 2:</u> Promote Interagency Collaboration.

Learning Question: *Does this model of collaborating with partner counties and organizations to plan, implement, and evaluate different strategies to determine the most effective strategy when delivering services promote collaboration, deepen learning, and create stronger working relationships?*

Expected Outcome: Interagency collaboration allows for stronger working relationships with Sutter-Yuba Mental Health Services and their county partners.

Interagency Collaboration Improvement and Learning Indicators

Indicators illustrating improvement in collaboration and relationship strength:

- Increased joint operating procedures, more resource sharing, and further collaboration outside of this innovation project.
- Project staff observation and notes on collaboration efforts.

Learning Description:

The innovation project is an interagency collaboration that is dedicated to learning how three different agencies serving counties can work together to create a customized, best-practice mental health/substance abuse approach that effectively serves supervised offenders in the Sutter/Yuba area. The innovation project utilizes the bi-county structure and new pioneering relationships with the county probation departments and applies existing mental health approaches to the AB109 offenders and other supervised offenders in two different county settings: community- based setting and institution- based setting. Identical outcome measures from each setting/county will be analyzed to see which approach Sutter-Yuba Mental Health Services should further employ to consistently offer quality services, including improved outcomes.

The project will help develop, support, and accelerate a transformation in how Sutter-Yuba Mental Health Services serves the probation population and provides insight on the effectiveness of interagency collaboration on determining service delivery strategies. At the conclusion of the innovation project, we will have tested both of the above learning questions and created a direct linkage to mental health services for the Sutter-Yuba area probation population, while simultaneously fostering collaborative working relations with county partners for maintaining and creating effective service delivery strategies.

Timeline

Outline the timeframe within which the innovation project will operate, including communicating results and lessons learned. Explain how the proposed timeframe will allow sufficient time for learning and will provide the opportunity to assess the feasibility of replication.

Innovation Start Date/ Completion Date: August 2013- December 2016

The initial six months of project implementation will be the project refinement and finalization period. Following the hiring of the mental health clinicians, the different service delivery approaches will be launched and project measurement and evaluation each year will subsequently follow. Because this is a service delivery project for clients, at the onset of project year 3, the WET Coordinator with the project partners will initiate a conversation about the future of this project. In particular, we will discuss if the project is concluded at the end of year 3, how we will prepare clients for this absence of service. At each annual learning session, project participants will explore the future viability of this project. Additionally, we will be exploring options and creating a plan regarding future operations after the innovation-funding period is over.

8/13 -1/14 First 6 Project Months (Project Refinement Finalization):	• Convene project representatives from each organization: Sutter-Yuba Mental Health Services, Sutter County Probation, and Yuba County Probation for implementation planning and project refinement. Data collection timeframes will be finalized, mental

	health clinicians jobs will be posted, community-based service approach will be defined, institution-based service approach will be defined, and annual learning session dates will be identified and planned for the subsequent 2 fiscal years. • Project Representatives will identify the current status of "Collaboration" and complete initial qualitative surveys about status of current working relationship among the 3 project partners and community-based organizations to be used as ancillary support (i.e. Vocation Support Agencies, Adult Education, Primary Care, etc.
1/14- 12/16 Project Launch	Mental Health Clinicians for Sutter County Probation and Yuba County Probation will have been identified and hired within the first 6 months of project operation. The individual approaches from each county will be launched and measured for a 3-year duration period.
12/14- Year 1 Learning Goal 1: • Outcome Improvement? Goal 2: • Interagency Collaboration	First Learning Session: • Year 1 Collaboration Experience Discussion. • Collaboration will be re-measured and Qualitative Surveys will be completed again. • Outcome Presentations by each county and subsequent discussion for future implications. • Client Presentations and Community Stakeholder Presentations on experiences/feedback with innovation. • Presentation to MHSA Steering Committee
12/15- Year 2 Learning Goal 1: • Outcome Improvement? Goal 2: Interagency Collaboration	Second Learning Session: • Year 2 Collaboration Experience Discussion. • Collaboration will be re-measured and Qualitative Surveys will be completed again. • Outcome Presentations by each county and subsequent discussion for future implications. • Client Presentations and Community Stakeholder Presentations on experiences/feedback with innovation. • Presentation to MHSA Steering Committee
12/16 -Year 3 Learning Goal 1: • Outcome Improvement? Goal 2: Interagency Collaboration	Third Learning Session: • Year 3 Collaboration Experience Discussion. • Collaboration will be re-measured and Qualitative Surveys will be completed again. • Outcome Presentations by each county and subsequent discussion for future implications. • Client Presentations and Community Stakeholder Presentations on experiences/feedback with

	innovation. • Presentation to MHSA Steering Committee. **PROJECT CONCLUSION SESSION WILL OCCUR**
12/16 **PROJECT CONCLUSION**	• Approach will be identified as "Most Effective Service Delivery Approach for Sutter-Yuba Mental Health Services." SYMHS will work with both counties to replicate the service approach for all of the Sutter/Yuba Area Supervised offenders. • Collaboration Model will be evaluated for effectiveness. • Comprehensive learning discussion with project representatives. • Findings Report.

Disseminate findings
Findings will be disseminated to all stakeholders and partners in a final project report. If outcomes appear significant, as described above, further efforts will be made to work with CIMH and the Mental Health Services Oversight and Accountability Commission (MHSOAC) to help disseminate the findings through either published reports or conference presentations.

Project Measurement

Describe how the project will be reviewed and assessed and how the County will include the perspectives of stakeholders in the review and assessment.

As outlined in the Contribution to Learning section, this project is designed to assess and determine the most effective service delivery approach for the probation population and assess the collaboration model that Sutter-Yuba Mental Health Services employed for this project. We will pursue multiple quantitative and qualitative data collection strategies for assessing the impact of the innovation.

Prior to implementation, all of the project partners will meet to specify the data that will need to be collected and specify a timeframe. The initial thinking is to collect and measure outcomes, staff observations, and clients' feedback about the process at 3-month intervals. Following further discussion and project detail refinement, a detailed project measurement schedule and outcome evaluation will be set by the first month of project implementation. In addition to the data collection schedule, Sutter-Yuba Mental Health Services will determine data collection and the timeframes for the annual learning sessions. Sutter County Probation, Yuba County Probation, Sutter-Yuba Mental Health Services, and any other applicable community partners will meet annually for a large learning session, to include client presentations on the their experiences, outcome presentations from all three project partners, and implications for the future. The MHSA Steering Committee on a yearly basis will review findings from the annual

learning sessions. Participants of this project and community members will be part of this learning process and will provide ongoing stakeholder perspective.

Some of the assessments and data that will guide the learning and future decision-making include the following:

1. **STRONG:**
   Sutter County Probation and Yuba County Probation will be pre- and post-administering the STRONG (Static Risk and Offender Needs Guide) for the AB109 offenders and other supervised offenders. This tool produces outcomes related to recidivism, a primary outcome that will be used to determine the success of the service delivery strategy. Aggregate data will be pooled from both Sutter County and Yuba County and the outcomes will be analyzed at learning sessions attended by Sutter-Yuba Mental Health Services, Yuba County Probation, Sutter County Probation and any other applicable partners.

   The STRONG purports to be a "state of the art, evidence-based risk and needs assessment/supervision planning system for adult offenders." The instrument produces scores for static risk factors classifying offenders into five risk categories:
   1 High risk violent
   2 High risk property
   3 High risk drug
   4 Moderate risk and
   5 Low risk

Static risk factors are not necessarily amenable to short-term intervention, but are reported to be moderately predictive of potential for recidivism. Identification of static risk adds weight to appropriate allocation of services focused on the mitigation of dynamic risk factors.
The *Needs Assessment* portion of this instrument is described as including 70 questions pertaining to both static and dynamic risk factors in the following domains:
1 Education (social achievement)
2 Employment (social achievement)
3 Friends (supports)
4 Residential stability (social achievement)
5 Marriage/family (supports/social achievement)
6 Alcohol/drugs (personality traits/substance abuse/criminal history)
7 Mental health (personality traits)
8 Aggression (personality traits)
9 Attitudes/Behaviors (cognitions)
10 Coping Skills (cognitions)

According to printed materials describing the STRONG, "The Need Principle" states interventions should target the dynamic risk factors related to the criminal behavior." In theory, if dynamic risk factors are addressed with appropriate interventions and supports, scores on this instrument should improve over time. Improvement of pre and

post scores would tend to indicate both static and dynamic risk factors have been addressed with beneficial effect.

2. **LOCUS:**
   The mental health clinicians assigned to each county by Sutter-Yuba Mental Health Services will be administering the LOCUS (Level of care utilization system for psychiatric and addiction service) upon admit to mental health services and re-administration as determined the by project measurement schedule. The mental health clinicians will be trained by Sutter-Yuba Mental Health Services to administer and use the LOCUS. The LOCUS will provide valuable level of care placement and outcome data.

3. **RECOVERY:**
   Exploration of a Recovery-oriented Tool for measuring client recovery and project participants' attitudes/beliefs regarding recovery and wellness. Several recovery-oriented tools exist, but we want to research which tool would be the best fit for this project and its participants.

4. **INTERAGENCY COLLABORATION MEASURES:**
   Sutter-Yuba Mental Health Services will create, administer, evaluate, and present at the learning sessions the collaboration outcomes from a variety of qualitative surveys. Prior to project implementation, the three agencies will identify the current collaboration based on a collaboration model scale and survey (i.e. coexistence, networking, cooperation, coordination, coalition, and collaboration). The collaboration level will be re-assessed each year by key project participants. Other sample indicators of collaboration that may be tracked and evaluated include referrals, evidence of joint operating procedures, project satisfaction ratings, etc.

Leveraging Resources
Provide a list of resources expected to be leveraged, if applicable.

Participating organizations will invest substantial staff time to support this project, and a variety of resources to support intra-and inter-organizational learning sessions, including technology resources, supplies, meeting space, and staff time to support project measurement and project evaluation.

Additional resources are likely to be contributed in support of collaborative strategies to promote mental health and wellbeing that emerge through the implementation of the project. The initiative will also leverage the networks of community relationships that have emerged through the community capacity-building efforts funded through MHSA efforts over the past several years, and deepen the already strong intention, within SYMHS and its many partners, to eradicate stigma and promote mental health and wellbeing throughout Sutter and Yuba Counties.

Budget Narrative:

EXHIBIT C

The plan will cover the cost of two Mental Health Therapist II (MHT). The 2013-14 salary and benefits cost per MHT is $94,720. Assuming a 5% increase per step, a 1.5% annual cost of living adjustment, and an October 2013 hiring date, the total salary and benefits costs for these MHT positions for 3 years will be $605,192.

There will be 4 hours per week dedicated to project implementation and evaluation. Our current Workforce, Education and Training Coordinator will be providing these services at $47 per hour and will be working with project representatives on data collection, process journaling, outcome report preparation, and yearly learning session coordination. The three-year cost of the evaluation and learning activities will be $29,328.

The total three-year cost of this work plan is $634,520.

EXHIBIT C

Innovation Work Plan Narrative

Date: July 2013

County: Sutter-Yuba

Work Plan # 2
Work Plan Name: Hmong Spiritual Healing Project

Purpose of Proposed Innovation Project

- Increase access to undeserved groups
- ✓ Increase the quality of services, including better outcomes
- Promote interagency collaboration
- Increase access to services

Briefly explain the reason for selecting the above purpose(s)

The Hmong community in the Sutter and Yuba counties is an underserved population that has a unique understanding of what they believe about mental health. The concepts of mental health do not exist in the traditional Hmong culture. To traditional Hmong clients' mental health ailments, such as low energy, sadness, auditory and visual hallucinations, nightmares, poor appetites, racing thoughts, etc. are considered to stem from spiritual causes, such as soul loss, soul wandering, and ancestors communication mechanisms.

Sutter-Yuba Mental Health Services has historically been successful in proactively addressing the cultural needs of the Hmong population. Sutter-Yuba Mental Health Services provides a Hmong Outreach Center, which is a place where the Hmong population can socialize and receive culturally appropriate services. Additionally, Sutter-Yuba Mental Health Services created the Traditional Healers Project, which provided a unique way for Sutter-Yuba Mental Health Services to bridge a gap between mental health clinical staff and community Traditional Healers for the purpose of sharing information, and training each other on western mental health and general health practices/beliefs and traditional Hmong practices/beliefs.

The Hmong Spiritual Health Project is the next step in this continuum of learning. The innovation project introduces new mental health practices that address spiritual healing in hopes to better serve the Hmong Community. The project purpose is to increase the quality of services, including better outcomes. The project will provide Hmong clients access to traditional Hmong rituals and healing in addition to their established mental health treatment plan with the expected outcome that Hmong patients will experience a decrease in mental health symptoms and a positive, culturally- sensitive service experience.

Hmong clients have a difficult time accessing traditional healing services on their own. Sutter-Yuba Mental Health Services clinicians have had many Hmong clients in group therapy express that they believe their symptoms are due to spiritual causes and are convinced a traditional Hmong ceremony would cure it.

It is our hope with the project that if our psychiatrists, who are highly respected by Hmong clients and family members, makes a recommendation and referral for a traditional practice, then the client will be more likely to initiate and follow through with the traditional healing treatment recommendations. Additionally, a Hmong traditional ceremony can be very pricy, depending on what the traditional healer diagnoses and recommends. This can range anywhere from $20 for a simple spell up to $1,000-$2,000 for elaborate ceremonies.

Innovation funds would support Hmong patients in accessing and coordinating traditional practices. Never before in mental health treatment have organizations been able to integrate this traditional alternative treatment with western modalities. This project enables Sutter-Yuba Mental Health Services to target the spirituality piece that the traditional Hmong clients often attribute to be the cause of their mental health symptoms. This project will provide us with a learning opportunity and asks the question: If we provide the avenue by which a Hmong patient can integrate traditional Hmong practice into their mental health treatment plan, will this increase the quality of services and result in improved outcomes for the Hmong population?

Project Description

Describe the Innovation, the issue it addresses and the expected outcome, i.e. how the innovation project may create positive change. Include a statement of how the innovation project supports and is consistent with the General Standards identified in the MHSA and Title 9, CCR, section 3320.

Innovation: The Hmong Spiritual Healing Project seeks to learn if traditional Hmong alternative treatment methods are integrated into western modalities and if spirituality is addressed, will this result in an increase in the quality of services and improved outcomes for Hmong patients? This dual use of westernized mental health treatment and traditional practices for the treatment of Hmong clients' mental health symptoms is considered innovative because this is a new concept to mental health. The project introduces a new mental health approach and practice for the Hmong population, with the goal that other communities could learn from the outcomes of the innovation and replicate it to improve the outcomes for their respective Hmong clients.

Consistent to the innovation guidelines, this new mental health approach has the potential to affect 1) Administrative, governance, and organizational practices, 2) Advocacy, 3) Education and training for service providers, 4) System development, 5) Research, 6)Services and interventions, including prevention, early intervention, and treatment.

Project Elements: The project will assist Hmong clients by providing them access to traditional Hmong healing through provided coordination services and funds that will aid in covering some of the costs of the ceremonies, rituals, and offerings. The funding of this project will also support a project staff member whose role will be to assist the patient in accessing an appropriate traditional healer that specializes in treating the identified symptoms. Additionally, this staff person would coordinate the client's traditional healing services with their current mental health services.

Sutter-Yuba Mental Health Services clinical staff, to include doctors, nurses, therapists, and intervention counselors, will identify a minimum of ten Sutter-Yuba Mental Health Services Hmong clients each year, who have been identified as clients whose mental health symptoms may be improved with additional traditional Hmong practices. It is our hope that we will be serving more than ten clients, but a minimum of ten clients is the recruitment goal.

Project staff will assist patients in finding an appropriate Hmong traditional healer. This can be done by utilizing the "Traditional Healers Provider List", which was created through the previously mentioned Traditional Hmong Healer's Project. Project staff will meet with the selected Hmong client and the selected traditional healer to determine the client's needs and the traditional healer's diagnosis and recommendations. Based on this intake, a list of needs will be developed, and project funding would help fund some of the client's traditional healing needs. These traditional healing needs would also be relayed to the client's mental health clinician.

Unknown project elements that will be developed during the course of the innovation will be the coordination logistics. Within the six months of funding, the Hmong Outreach Staff will detail the process and create the necessary procedures needed for connecting the client to traditional services. This process will undoubtedly build off the historically successful Hmong outreach projects, but we find it necessary that clear operating procedures be established once it is possible to use innovation funding to support staff time to develop this process. The project refinement and coordination of service provides for an entire process of learning, which will be captured via process mapping, meeting minutes, staff observations, and client observations,

MHSA Principles and Values. The innovation project will be planned for and implemented in ways that are consistent with the general standards and core values of the Mental Health Services Act and Title 9, CCR, section 3320, including the values of community collaboration; creating an integrated-service experience; promoting wellness, recovery, and resiliency; creating a consumer-and family-driven mental health system; and creating a culturally competent system of care.

Community Collaboration: The innovation project supports and expands a collaboration and linkage between Sutter-Yuba Mental Health Services clinicians and Traditional Hmong Healers. Traditional healers and the healing practices and rituals are not defined as part of mental health, but this project relies on the collaboration between the healers, the patient, and our mental health team. Sutter-Yuba Mental Health Services and the Traditional Healers share a vision of providing wellness and recovery support to the Hmong clients and their family members. This project enables both

Sutter-Yuba Mental Health Services and the traditional healers to integrate services and beliefs systems.

Cultural Competence: The innovation project demonstrates a commitment to cultural competence for our Hmong Population, by attempting to reduce disparities, increase access, and improve outcomes for the Hmong population, based on the cultural awareness and sensitivity of their needs. This project is a direct cultural response and enables quality services, without disparity among racial/ethnic, cultural, and linguistic populations. Project activities and processes support and utilize the strengths and forms of healing that are unique to an individual's racial/ethnic, cultural, and linguistic needs.

Client Driven- and Family Driven- The innovation project focuses on empowering clients to have a decision-making role in identifying his/her needs. This innovation project is reflective of client input that was voiced as a need during group therapy sessions. Project staff will consist of Hmong Family Member Partners/Peer Mentors, who will be connecting the Hmong clients to both western treatment and traditional treatments. The lived experience involvement helps to develop and enhance the new mental health approach that we are introducing to the Hmong population. The importance of family-members roles in the Hmong culture is reflective in the project processes and activities.

Wellness, Recovery, and Resilience: The innovation project focuses on utilizing an innovative practice to promote wellness and resilience in the Hmong community. We are taking on a "whatever it takes" innovative approach to improving the quality of services and outcomes for Hmong clients in Sutter and Yuba counties. Project planning and services are consistent with the recovery vision for consumers and promote the consumer as a primary decision-maker in his/her recovery plan.

Integrated Service Experience: The innovation project encourages and provides funding for Hmong patients to access a full range of services provided by not only Sutter-Yuba Mental Health Services, but also by traditional healers. It is a dual service approach that attempts not to use just a singular western approach, but also an integrated traditional community approach.

Contribution to Learning

Describe how the innovation project is expected to contribute to learning, including whether it introduces new mental health practices/approaches, changes existing ones, or introduces new applications or practices/approaches that have been successful in non- mental health contexts.

Innovation Learning Goal/Question/Expectations:

<u>Innovation Goal:</u> Increase the quality of services, including improved outcomes for the underserved Sutter/Yuba counties' Hmong population.

Learning Question: *If we provide the avenue by which a Hmong patient can integrate traditional Hmong practices, rituals, and ceremonies into their mental health treatment plan, will this increase the quality of services and result in improved outcomes for the Hmong population?*

Expected Outcome: Hmong clients who integrate the Hmong traditional alternative treatment recommendations with western modalities will report a decrease in mental health symptoms. Project assessments will show measurable improvements in the Hmong patient focus group outcomes, as measured by the pre and post administration of surveys, to be created during the project refinement stage.

Service Quality/ Outcome Improvement and Learning Indicators

Indicators illustrating service quality and outcome improvement linked to the processes that provide for access to the Hmong Traditional Services:

- Continuous measurable improvement in symptom reporting by Hmong patients. Specifically, analyzing what caused that alleviation of the symptoms. Is there a reported improvement in symptoms after traditional Hmong Services are delivered? Are we seeing improvements in symptoms proportionally in all of the project clients after traditional services are delivered? Are there any rituals that are linked to symptom improvement following their delivery?
- Project staff observations and notes on seeing which strategies seem to be working and promoting recovery and wellness.
- Clients' observations and feedback on which strategies they feel are beneficial and which strategies did not provide any benefit.
- Project staff and client feedback on the coordination of services.

Learning Description:

The innovation project introduces a new mental health approach/practice by incorporating Hmong traditional health practices, rituals, and ceremonies into a westernized mental health treatment approach. Many counties provide culturally responsive and sensitive services to their Hmong clients. Furthermore, clinicians adapt their techniques to be more culturally competent, but the approach we are introducing is new because it is integrating the traditional healing practices into western modalities, offering the utmost culturally sensitive approach. Providing for access to traditional practices in addition to conventional western mental health treatment creates a new service approach to Hmong clients, and if successful, this is a practice that can be replicated by other counties.

Timeline

Outline the timeframe within which the innovation project will operate, including communicating results and lessons learned. Explain how the proposed timeframe will allow sufficient time for learning and will provide the opportunity to assess the feasibility of replication.

Implementation/Completion dates:

Innovation Start Date/ Completion Date: August 2013- December 2016

The initial six months of project implementation will be the project refinement and finalization period. Following the identification of a project staff and the development of all of the necessary protocols and forms, the project will be launched and project measurement and evaluation each year will subsequently follow. Because this is a service delivery project for clients, at the onset of project year 3, the WET Coordinator with the project partners will initiate a conversation about the future of this project. In particular, we will discuss if the project is concluded at the end of year 3, how we will prepare clients for this absence of service. At each annual learning session, project participants will explore the future viability of this project. Additionally, we will be exploring options and creating a plan regarding future operations after the innovation-funding period is over.

8/13-1/14 First 6 Project Months (Project Refinement Finalization):	• Project Coordinator/Staff needs identified. • Convene all project representatives, Sutter-Yuba Mental Health Services Administration, and applicable clinical staff to create project protocols. Protocols will include the referral to traditional services process/needed forms and the claim for funding process/forms. Data collection timeframes will be specified.
1/14-12/16 Project Launch	• A minimum of 10 clients will be identified for each project year. • Each client will be individually assessed and tracked for progress.
12/14 Year 1 Annual Learning Session Goal: Increase the quality of services, including improved	• Convene project participants. • Presentation/Discussion regarding Year 1 Outcomes. • Client and community stakeholder feedback/project experiences.

outcomes.	• Discussion of suggested program improvements to be implemented for Year 2 learning.
12/15 Year 2 Annual Learning Session Goal: Increase the quality of services, including improved outcomes.	• Convene project participants. • Was Year 1 suggested project improvements implemented? Discussion. • Presentation/Discussion regarding Year 2 Outcomes. • Client and community stakeholder feedback/project experiences. • Discussion of suggested program improvements to be implemented for Year 3 learning.
12/16 Year 3 Annual Learning Session Goal: Increase the quality of services, including improved outcomes.	• Convene project participants. • Was Year 2 suggested project improvements implemented? Discussion. • Presentation/Discussion regarding Year 3 Outcomes. • Client and community stakeholder feedback/project experiences. **Project Completion**
12/16 Project Completion	• Did the quality of services, including improved outcomes improve because of the innovation project? • Should we further fund this project? If yes, how? • Findings Report.

Disseminate findings
Findings will be disseminated to all stakeholders and partners in a final project report. If outcomes appear significant, as described above, further efforts will be made to work with CIMH and the Mental Health Services Oversight and Accountability Commission (MHSOAC) to help disseminate the findings through either published reports or conference presentations.

Project Measurement

Describe how the project will be reviewed and assessed and how the County will include the perspectives of stakeholders in the review and assessment.

As outlined in the Contribution to Learning section, this project is designed to assess client outcomes and the effectiveness and success of integrating traditional practice

alternatives in conventional mental health treatment. In meeting with the Hmong Outreach team at Sutter-Yuba Mental Health Services and discussing the different measurement/evaluation tools, it was decided that pre-and post -surveys and staff journaling would be the most effective and culturally responsive way to capture data. Outcome measurements, such as the MORS would be difficult to administer to the Hmong clients because translation could complicate the questions and staff fear that the Hmong clients would be uncomfortable answering the questions associated with tools, such as the MORS. Many evaluation instruments are not culturally sensitive and in this project, it is especially important for our learning that tools are culturally sensitive because we are attempting to evaluate if addressing the spiritual side of mental health is improving symptoms.

Surveying and obtaining data collection from the Traditional Hmong population is a complicated and sensitive cultural process. To get valuable data, the Hmong Outreach Staff will be constructing a specific survey that will collect data regarding symptoms, experiences, and client feedback. Survey questions will be easily translated and conducted pre and post the delivery of traditional practices. This is a new mental health practice and there is no baseline data currently because we never have formally integrated traditional health into mental health treatment and have never previously tracked this type of data. However, we will be using the year 1 clients as a baseline for learning years two and year 3. Many traditional Hmong clients often do not report their symptoms to their physician because of cultural barriers. When traditional clients do report their symptoms to the Hmong Outreach Team it is often in terms of spirituality. This project will address the spirituality symptoms and will be able to collect outcome data via the surveys and narratives.

Traditional Hmong ceremonies/rituals target specific symptoms. For example, a traditional Hmong client may be reporting that they are having nightmares and hallucinations manifested from them experiencing a taboo. Shamans are able to conduct specific ceremonies to treat the taboo and specific symptoms. A pre and post survey will be done to capture symptom improvement as reported by the client. Additionally, project staff will conduct pre and post narratives to capture any other valuable information that the client provides during sessions. Program staff will track all of the clients that are referred to the innovation project. This spreadsheet of data will track the key dates of mental health treatment and traditional treatment, the traditional healers/practices used, retention status, treatment successes and failures, process concerns, project coordinator notes/observations, clinician notes/observations, and traditional healer's notes/observations.

Prior to implementation, project staff will meet to specify the data collection and to create the surveys. Additionally, we will be process mapping the entire project. Medical staff will need to be debriefed on this entire project and assessment questions will need to be created to help physicians refer their clients to this project. Sutter-Yuba Mental Health Services will be facilitating annual learning sessions, to include client/family member and stakeholder presentations on program experiences, outcome presentations by project staff, and project staff experience each year of the funding of

the innovation project. The MHSA Steering Committee on a yearly basis will review findings from the annual learning sessions. Participants of this project and community members will be part of this learning process and will provide ongoing stakeholder participation.

Leveraging Resources

Provide a list of resources expected to be leveraged, if applicable.

Sutter-Yuba Mental Health Services will invest substantial staff time to support this project, and a variety of resources to support intra-and inter-organizational learning sessions, including technology resources, supplies, meeting space, and staff time to support project measurement and project evaluation.

Additional resources are likely to be contributed in support of collaborative strategies to promote mental health and well-being that emerge through the implementation of the project. The initiative will also leverage the networks of community relationships that have emerged through the community capacity-building efforts funded through MHSA efforts over the past several years, and deepen the already strong intention, within SYMHS and its many partners, to eradicate stigma and promote mental health and well-being throughout Sutter and Yuba Counties.

Budget Narrative

The plan will cover the costs of one Peer Mentor at 9.25 hours per week for 52 weeks per year. This is a contracted position through Mental Health America. The 2013-14 contracted rates are $10 per hour plus a 15% administrative fee. The total personnel cost is $5,532 per year for a three year total of $16,595. The annual cost for spiritual rituals is $3,500 for a three-year total of $10,500.

There will be 2 hours per week dedicated to project implementation and evaluation. Our current Workforce, Education and Training Coordinator will be providing these services at $47 per hour and will be working with project representatives on data collection, process journaling, outcome report preparation, and yearly learning session coordination. The three-year cost of the evaluation and learning activities will be $14,664.

The total three-year cost of this work plan is $41,759.

Innovation Work Plan Narrative

Date: July 2013

County: Sutter-Yuba

Work Plan # 3

Work Plan Name: Post-TAY Wellness Assistance Program

Purpose of Proposed Innovation Project

- Increase access to undeserved groups
- ✓ Increase the quality of services, including better outcomes
- Promote interagency collaboration
- Increase access to services

Briefly explain the reason for selecting the above purpose(s)

The purpose of the Post-TAY (Transition Age Youth) Wellness Assistance Program is to increase the quality of services, including better outcomes for the Post-TAY with the introduction of specialized wellness support services that address the unique needs of this population. The Post-TAY population consists of those youth who are ending TAY Services, but whose needs would not be well served in the HOPE Full Service Partnership (FSP) or Adult Outpatient Programs.

Following the conclusion of the TAY services, many of the now Post-TAY have experienced poorer outcomes because they are further transitioning and coping with life stresses from the increased independence and responsibilities of adulthood, while also simultaneously trying to maintain their recovery without the in-place supports they experienced in the TAY Program. The TAY Program provides vulnerable youth with a solid foundation during the transition to adulthood. Individuals who are no longer well-served by TAY or exceed the age limit for TAY will experience a significant shift in their support system, despite the fact that many may still need some type of support or guidance. Existing mental health approaches do not provide/cover these types of "whatever it takes" supports for this unique population. The Post-TAY population that was formerly well-served by the TAY Program, may quickly become an inappropriately served and/or underserved population, which can potentially result in a decrease in the quality of wellness services, poorer outcomes ,and an overall decrease in their quality of life, placing their recovery in jeopardy.

The Post-TAY Wellness Assistance Program will utilize innovation funds to learn if creating a further continuum of wellness support for this newly defined Post-TAY population will result in an increase in the quality of services, including better outcomes, characterized by fewer hospitalizations, vocational and educational successes, and measurable improvements of recovery.

Project Description

Describe the Innovation, the issue it addresses and the expected outcome, i.e. how the innovation project may create positive change. Include a statement of how the innovation project supports and is consistent with the General Standards identified in the MHSA and Title 9, CCR, section 3320.

Innovation:

The Post- TAY Wellness Assistance Program seeks to learn if a continuum of support (wellness support and connections to community resources for educational and vocational support), is provided and targeted to the Post-TAY population, will there be an increase in the quality of services, including improved outcomes? Providing wellness services and community resources is not a new mental health practice, but what is innovative is that we are adapting those services to a new population, the Post-TAY, to learn if this more intensive wellness approach provides for improved outcomes and thus reduces the need for former TAY clients to utilize crisis services in the adult system. If successful, other counties could replicate and provide or extend a system of supports to include not just supports for TAY clients, but also supports for the Post-TAY population.

Consistent to the innovation guidelines, this adapted mental health approach for a new population has the potential to affect 1) Administrative, governance, and organizational practices, 2) Advocacy, 3) Education and training for service providers, 4) Outreach capacity building, and community development, 5) System development, and 6) Services and interventions, including prevention, early intervention, and treatment.

Project Elements:

The Post-TAY Wellness Assistance Program will be utilizing an Intervention Counselor to provide wellness services and provide connections to community resources for housing stability, continuing education, and vocational support tailored to help guide the Post-TAY in this transition to adulthood. This will differ from TAY and HOPE in that there is no longer a classroom component to the independent living skills and there will be an increased focus on community integration. The expectation is that those skills learned from TAY and HOPE will be sufficiently mastered to take a secondary role to educational and vocational needs.

Rather than a bridge to adult services, the concept is to launch these young adults successfully into the community and support them in this often-difficult transition to adulthood. This service would be under the management of the CSOC/TAY Program Manager and would be directly supervised by the TAY supervisor. The TAY Wellness

Assistant would carry a caseload of these identified Post-TAY individuals who have expressed interest in continuing services, but have outgrown the TAY program, either in age or in needs. The number of clients will not exceed the FSP standard of 15.

The program will initially serve people between ages 21-30. The TAY Wellness Assistant will be coordinating with the Housing Specialist and will be developing collaborative relationships with the Department of Rehabilitation, One Stops, local community colleges, and employer groups to develop job placement and educational opportunities. Additionally, the case manager will facilitate a connection with primary care if medication needs are ongoing.

Unknown project elements that will be developed during the course of the innovation will be the program coordination logistics. Within the first six months of funding, an Intervention Counselor will be provided for the Post-TAY population. Project staff will work with the TAY and HOPE programs to create the "next step of support" for the Post-TAY population. The process of a TAY client moving into the Post-TAY population will be defined and a potential community resource network will be identified and used to connect Post-TAY clients to educational and vocational opportunities.

MHSA Principles and Values. The innovation project will be planned for and implemented in ways that are consistent with the general standards and core values of the Mental Health Services Act and Title 9, CCR, section 3320, including the values of community collaboration; creating an integrated-service experience; promoting wellness, recovery, and resiliency; creating a consumer-and family-driven mental health system; and creating a culturally competent system of care.

Community Collaboration: The innovation project supports and expands collaboration between Sutter-Yuba Mental Health Services and the communities in Sutter County and Yuba County. This project seeks to successfully integrate this vulnerable Post-TAY population into adulthood and into their community by utilizing the natural vocational and educational resources from the community. Together, the Post-TAY Wellness Assistance Program and the community will provide a network of support for each client. The goal and shared vision in each connection with the community partner will be consistent with the recovery vision for mental health consumers. Each community connection will promote hope, personal empowerment, respect, social connections, self-responsibility, and self-determination

Cultural Competence: The innovation project incorporates cultural competence in all of the project phases, including program planning, program design, program administration, and service delivery. The project increases the capacity for this underserved and inappropriately served population to receive services with the innovative approach of taking an existing, successful mental health approach and adapting it to work for a new population.

The innovation project, its project staff, and its service approaches and practices will provide culturally competent and responsive services to the Post- TAY population receiving mental health and substance abuse services. It will specifically provide them

with services and supports that utilize the strengths and forms of healing that are unique to each individual. Sutter-Yuba Mental Health Services is committed to provide cultural competence training to ensure a culturally competent workforce. Training plan goals aim to increase the cultural competence skills and knowledge at levels of the Sutter-Yuba Mental Health System. Additionally, Sutter-Yuba Mental Health Services mission statement, policies, procedures, and organization culture demonstrate a commitment to cultural competence. All new employees, including the new therapists that will be hired for this project will participate in an employee orientation that describes their staff responsibilities, such as "*staff, contractors, and agents are committed to delivering all services in a partnership with the clients we serve and our community. We provide all services with respect and dignity, providing excellence in all we do and integrity in how we do it.*"

Client Driven- and Family Driven-: The innovation project focuses on empowering clients to engage in their recovery and their integration into the community. The innovation project is reflective of input from former TAY clients who have voiced it would be beneficial to have this support despite them aging or transitioning out of the TAY program. The Post-TAY client has the primary decision-making role in identifying his/her wellness needs, educational needs, housing needs, and vocational needs. Post-TAY clients are the driving force in their treatment service plan, making the personal decisions of what services they feel would be the most helpful. The Post-TAY Wellness Assistance Program is primarily a client-driven service, but family involvement is welcomed if the client determines that it will contribute to his or her recovery. Additionally, parent partner staff is available and accessible for family member support.

Wellness, Recovery, and Resilience Focus: The vision for the innovation project is to provide supports for ensuring that individuals, who no longer qualify for TAY Services, get the support needed to promote wellness, recovery, and resiliency. The Post-TAY clients are the primary decision makers in their recovery plans and all wellness services, vocational connections, and educational connections will promote empowerment, respect, social connections, self-responsibility, and self-determination; all key aspects needed for recovery and successful community integration.

Integrated Service Experience: The innovation project encourages individuals to access services and resources from the community. It serves as a connection to employment agencies, primary care, and other mental health services.

Contribution to Learning

Describe how the innovation project is expected to contribute to learning, including whether it introduces new mental health practices/approaches, changes existing ones, or introduces new applications or practices/approaches that have been successful in non- mental health contexts.

Innovation Learning Goal/Question/Expectations:

<u>Innovation Goal:</u> Increase the quality of services, including improved outcomes for the newly defined Post-TAY population in Sutter/Yuba counties.

Learning Question: *If a continuum of support (wellness support and connections to community resources for educational and vocational support), is provided and targeted to the Post-TAY population, will there be an increase in the quality of services, including improved outcomes?*

Expected Outcome: Post-TAY clients who engage in their wellness plan and the services provided by the Post-TAY Wellness Assistance will show reduction in or avoidance of hospitalizations, increased community involvement, employment gains, and educational attainment. The Post-TAY Wellness Assistance Program will provide in-place supports that will contribute to Post-TAY clients attaining personal goals for recovery, socialization, employment, and education.

Service Quality/ Outcome Improvement and Learning Indicators

Indicators illustrating service quality and outcome improvement linked to the processes that provide for access to the Hmong Traditional Services:

- Continuous measurable improvement MORS scores and milestones. Specifically, analyzing what caused that achievement of the new milestone. Is there an increase in milestone obtainment after wellness services are delivered or if clients are connected to a specific community partner? Are we seeing improvements in milestones proportionally in all of the project clients after Post-TAY services are delivered? Are there any trends in which community resources are linked to higher MOR scores following their delivery?
- Project staff observations and notes on seeing which strategies, seem to be working and promoting recovery and wellness.
- Clients' observations and feedback on which strategies they feel are beneficial and which strategies did not provide any benefit.

Learning Description:

The innovation project adapts an existing mental health practice/approach to a new population that Sutter-Yuba Mental Health Services has defined as a population outside out of the youth, TAY, Adult, and Older Adult classifications. Many counties provide successful TAY programs, but similar to the Sutter-Yuba Mental Health Services TAY Program, many clients age out or transition out of the TAY services provided by the county. TAY program staff has observed poor outcomes for these individuals because of this loss of in-place supports. An assessment of the project outcomes will illustrate if the Post-TAY Wellness Assistance Program increases the quality of services, including improved outcomes. If successful, other counties could extend the age limits on their current TAY programs and offer wellness services that promote further integration into the community and services to support Post-TAY clients in this transition into adulthood.

Timeline

Outline the timeframe within which the innovation project will operate, including communicating results and lessons learned. Explain how the proposed timeframe will allow sufficient time for learning and will provide the opportunity to assess the feasibility of replication.
Implementation/Completion dates: 8/2013- 12/2016

Innovation Start Date/Completion Date: August 2013- December 2016

The initial six months of project implementation will be the project refinement and finalization period. Following the identification of project staff and the development of the necessary protocols and processes, the project will be launched and project measurement and evaluation each year will subsequently follow. Because this is a service delivery project for clients, at the onset of project year 3, the WET Coordinator with the project partners will initiate a conversation about the future of this project. In particular, we will discuss if the project is concluded at the end of year 3, how we will prepare clients for this absence of service. At each annual learning session, project participants will explore the future viability of this project. Additionally, we will be exploring options and creating a plan regarding future operations after the innovation-funding period is over.

8/2013- 1/2014 First 6 Project Months (Project Refinement Finalization	• Project Coordinator/Staff needs identified. • Convene all project representatives to create a project protocol and forms. Data collection timeframes will be specified. Project staff will be trained to administer the MORS.
1/2014- 12/2016 Project Launch	• Clients will be identified for the project each year. • Each client will be individually assessed and tracked for progress.
12/2014 Year 1 Annual Learning Session Goal: Increase the quality of services, including improved outcomes.	• Convene Project Representatives. • Presentation/Discussion regarding Year 1 Outcomes. • Client and community stakeholder feedback/project experiences. • Discussion of suggested program improvements to be implemented for Year 2 learning.
12/2015 Year 2 Annual Learning Session Goal: Increase the quality of services,	• Convene project participants. • Was Year 1 suggested project improvements implemented? Discussion.

including improved outcomes.	• Presentation/Discussion regarding Year 2 Outcomes. • Client and community stakeholder feedback/project experiences. • Discussion of suggested program improvements to be implemented for Year 3 learning.
12/2016 Year 3 Annual Learning Session Goal: Increase the quality of services, including improved outcomes.	• Convene project participants. • Was Year 2 suggested project improvements implemented? Discussion. • Presentation/Discussion regarding Year 3 Outcomes. • Client and community stakeholder feedback/project experiences. **Project Completion**
12/2016 Project Completion	• Did the quality of services, including improved outcomes improve because of the innovation project? • Should we further fund this project? If yes, how? • Findings Report.

Disseminate findings
Findings will be disseminated to all stakeholders and partners in a final project report. If outcomes appear significant, as described above, further efforts will be made to work with CIMH and the Mental Health Services Oversight and Accountability Commission (MHSOAC) to help disseminate the findings through either published reports or conference presentations.

Project Measurement

Describe how the project will be reviewed and assessed and how the County will include the perspectives of stakeholders in the review and assessment.

As outlined in the Contribution to Learning section, this project is designed to assess the value of redefining the population that ages/transitions out of TAY, as Post-TAY by analyzing outcome changes over time. We will pursue quantitative data collection via the MORS, a standardized tool that will measure indicators of recoveries. We will additionally explore the feasibility of cross-comparing/analyzing Post-TAY clients' crisis readmission rates with the crisis readmission rates of individuals who transitioned/aged out of TAY and did not become a Post-TAY Wellness Assistance Program client.

Prior to implementation, project staff will meet to specify the process for data collection and the timeframes for data collection. Sutter- Yuba Mental Health Services will be

facilitating an annual learning lesson, to include client/family member and stakeholder presentations on program experiences, outcome presentations by project staff, and project staff experience each year of the funding of the innovation project. The MHSA Steering Committee on a yearly basis will review findings from the annual learning sessions. Participants of this project and involved community members will be included in this learning process and will provide ongoing stakeholder participation.

We expect to see measurable improvements via the MORS in the Post-TAY clients. The MORS will be assessed before service delivery and re-administered based on the data collection schedule, created prior to implementation. Additionally, we expect to see increases in educational gains and employment gains and decreases/avoidances of crisis services.

Leveraging Resources
Provide a list of resources expected to be leveraged, if applicable.

Sutter-Yuba Mental Health Services will invest substantial staff time to support this project, and a variety of resources, including technology resources, supplies, meeting space, and project staff time dedicated to project measurement and evaluation. Additional resources are likely to be contributed in support of collaborative strategies to promote mental health and wellbeing that emerge through the implementation of the project. The initiative will also leverage the networks of community relationships that have emerged through the community capacity-building efforts funded through MHSA efforts over the past several years, and deepen the already strong intention, within SYMHS and its many partners, to eradicate stigma and promote mental health and wellbeing throughout Sutter and Yuba Counties.

Budget Narrative:

The plan will cover the costs of one Intervention Counselor I (ICI). The 2013-14 salary and benefit cost per ICI is $70,378. Assuming a 5% increase per step, a 1.5% annual cost of living adjustment, and an October 2013 hiring date, the total salary and benefits costs for this position for 3 years will be $223,787.

There will be 2 hours per week dedicated to project implementation and evaluation. Our current Workforce, Education and Training Coordinator will be providing these services at $47 per hour and will be working with project representatives on data collection, process journaling, outcome report preparation, and yearly learning session coordination. The three-year cost of the evaluation and learning activities will be $14,664

The total three-year cost of this work plan is $238,451.

Innovation Work Plan Description
(For Posting on DMH Website)

County Name
Sutter-Yuba Counties

Annual Number of Clients to Be Served (If Applicable)
____ Total

Work Plan Name

Improving Supervised offender Outcomes Via Interagency Collaboration and Service Delivery learning

Population to Be Served (if applicable):

Sutter County and Yuba County AB109 offenders and other supervised offenders.

Project Description (suggested length - one-half page): Provide a concise overall description of the proposed Innovation.

Project Elements: Sutter County Probation and Yuba County Probation will each be provided mental health clinician time that is strictly dedicated to the probation population; this in itself is not a new mental health approach but what is innovative is the evaluation. Each county will be launching a different service approach in an experiment to see the effectiveness of the different strategies directed at the AB109 offenders and other supervised offenders; this enables us to concurrently evaluate both approaches, which is a unique evaluation method.

The mental health clinician assigned to Sutter County Probation will be embedded into an existing multi-disciplinary probation team and the clinician will be providing mental health assessments, post-release recovery plans and supports, and connections to ancillary services prior to release. This setting allows services to be targeted at the supervised offenders upon release. The mental health clinician assigned to Yuba County Probation will be conducting mental health assessments, post-release recovery plans and supports, and connections to ancillary services following their release back into the community in a community-based effort.

Innovation Work Plan Description
(For Posting on DMH Website)

County Name
Sutter-Yuba Counties

Annual Number of Clients to Be Served (If Applicable)
____ Total

Work Plan Name

Hmong Spiritual Healing Project

Population to Be Served (if applicable):

Sutter County and Yuba County Hmong population

Project Description (suggested length - one-half page): Provide a concise overall description of the proposed Innovation.

Project Elements: The project will assist Hmong clients by providing them access to traditional Hmong healing through provided coordination services and funds that will aid in covering some of the costs of the ceremonies, rituals, and offerings. The funding of this project will also support a project staff member whose role will be to assist the patient in accessing an appropriate traditional healer that specializes in treating the identified symptoms. Additionally, this staff person would coordinate the client's traditional healing services with their current mental health services.

Sutter-Yuba Mental Health Services clinical staff, to include doctors, nurses, therapists, and intervention counselors, will identify a minimum of ten Sutter-Yuba Mental Health Services Hmong clients each year, who have been identified as clients whose mental health symptoms may be improved with additional traditional Hmong practices. It is our hope that we will be serving more than ten clients, but a minimum of ten clients is the recruitment goal.

Project staff will assist patients in finding an appropriate Hmong traditional healer. This can be done by utilizing the "Traditional Healers Provider List", which was created through the previously mentioned Traditional Hmong Healer's Project. Project staff will meet with the selected Hmong client and the selected traditional healer to determine the client's needs and the traditional healer's diagnosis and recommendations. Based on this intake, a list of needs will be developed, and project funding would help fund some of the client's traditional healing needs. These traditional healing needs would also be relayed to the client's mental health clinician.

Innovation Work Plan Description
(For Posting on DMH Website)

County Name
Sutter-Yuba Counties

Annual Number of Clients to Be Served (If Applicable)
____ Total

Work Plan Name

Post-TAY Wellness Assistance Program

Population to Be Served (if applicable):

Sutter County and Yuba County Post TAY Population

Project Description (suggested length - one-half page): Provide a concise overall description of the proposed Innovation.

Project Elements: The purpose of the Post-TAY (Transition Age Youth) Wellness Assistance Program is to increase the quality of services, including better outcomes for the Post-TAY with the introduction of specialized wellness support services that address the unique needs of this population. The Post-TAY population consists of those youth who are ending TAY Services, but whose needs would not be well served in the HOPE Full Service Partnership (FSP) or Adult Outpatient Programs. The Post-TAY Wellness Assistance Program will be utilizing an Intervention Counselor to provide wellness services and provide connections to community resources for housing stability, continuing education, and vocational support tailored to help guide the Post-TAY in this transition to adulthood. This will differ from TAY and HOPE in that there is no longer a classroom component to the independent living skills and there will be an increased focus on community integration. The expectation is that those skills learned from TAY and HOPE will be sufficiently mastered to take a secondary role to educational and vocational needs. Rather than a bridge to adult services, the concept is to launch these young adults successfully into the community and support them in this often-difficult transition to adulthood. The TAY Wellness Assistant will be coordinating with the Housing Specialist and developing collaborative relationships with the Department of Rehabilitation, One Stops, local community colleges, and employer groups to develop job placement opportunities. Additionally, the case manager would facilitate a connection with primary care if medication needs were ongoing.

EXHIBIT E

Mental Health Services Act
Innovation Funding Request

County: Sutter-Yuba Counties

Date: August 28, 2013

Innovation Work Plans			FY 09/10 Required MHSA Funding	Estimated Funds by Age Group (if applicable)			
	No.	Name		Children, Youth, Families	Transition Age Youth	Adult	Older Adult
1	1	Improving Supervised offenders Outcomes Via Interagency Collaboration and Service Delivery Learning	$634,520		*	*	*
2	2	Hmong Spiritual Healing Project	$41,759	*	*	*	*
3	3	Post-TAY Wellness Assistance Program	$238,451	*	*	*	
4							
5							
6							
7		*Indicates age group that will be impacted by funding.					
8							
9							
10							
11							
12							
13							
14	Subtotal: Work Plans		$914,730	$0	$0	$0	$0
15	Plus County Administration						
16	Plus Optional 10% Operating Reserve						
17	Total MHSA Funds Required for Innovation		$914,730				

EXHIBIT F

Innovation Projected Revenues and Expenditures

County: Sutter-Yuba Mental Health Services Fiscal Year: 2013/14

Work Plan #: 1

Work Plan Name: Improving Supervised offender Outcomes via Interagency Collaboration and Service Delivery Learning

New Work Plan ☑

Expansion ☐

Months of Operation: 08/2013-12/2016
MM/YY - MM/YY

	County Mental Health Department	Other Governmental Agencies	Community Mental Health Contract Providers	Total
A. Expenditures				
1. Personnel Expenditures	605,192		29,328	$634,520
2. Operating Expenditures				$0
3. Non-recurring expenditures				$0
4. Training Consultant Contracts				$0
5. Work Plan Management				$0
6. Total Proposed Work Plan Expenditures	**$605,192**	**$0**	**$29,328**	**$634,520**
B. Revenues				
1. Existing Revenues				$0
2. Additional Revenues				
a. (insert source of revenue)				$0
b. (insert source of revenue)				$0
c. (insert source of revenue)				$0
3. Total New Revenue	**$0**	**$0**	**$0**	**$0**
4. Total Revenues	**$0**	**$0**	**$0**	**$0**
C. Total Funding Requirements	**$605,192**	**$0**	**$29,328**	**$634,520**

Prepared by: Patrick Larrigan Date: 8/9/2013

Telephone Number: 530-822-7200

EXHIBIT F

Innovation Projected Revenues and Expenditures

County: Sutter-Yuba Mental Health Services Fiscal Year: 2013/14

Work Plan #: 2

Work Plan Name: Hmong Spiritual Healing Project

New Work Plan ☑

Expansion ☐

Months of Operation: 08/2013-12/2016
MM/YY - MM/YY

	County Mental Health Department	Other Governmental Agencies	Community Mental Health Contract Providers	Total
A. Expenditures				
1. Personnel Expenditures			31,259	$31,259
2. Operating Expenditures	10,500			$10,500
3. Non-recurring expenditures				$0
4. Training Consultant Contracts				$0
5. Work Plan Management				$0
6. Total Proposed Work Plan Expenditures	**$10,500**	**$0**	**$31,259**	**$41,759**
B. Revenues				
1. Existing Revenues				$0
2. Additional Revenues				
a. (insert source of revenue)				$0
b. (insert source of revenue)				$0
c. (insert source of revenue)				$0
3. Total New Revenue	**$0**	**$0**	**$0**	**$0**
4. Total Revenues	**$0**	**$0**	**$0**	**$0**
C. Total Funding Requirements	**$10,500**	**$0**	**$31,259**	**$41,759**

Prepared by: Patrick Larrigan Date: 8/9/2013

Telephone Number: 530-822-7200

EXHIBIT F

Innovation Projected Revenues and Expenditures

County: Sutter-Yuba Mental Health Services Fiscal Year: 2013/14

Work Plan #: 3

Work Plan Name: Post-TAY Wellness Assistance Program

New Work Plan ☑

Expansion ☐

Months of Operation: 08/2013-12/2016
MM/YY - MM/YY

	County Mental Health Department	Other Governmental Agencies	Community Mental Health Contract Providers	Total
A. Expenditures				
1. Personnel Expenditures	223,787		14,664	$238,451
2. Operating Expenditures				$0
3. Non-recurring expenditures				$0
4. Training Consultant Contracts				$0
5. Work Plan Management				$0
6. Total Proposed Work Plan Expenditures	**$223,787**	**$0**	**$14,664**	**$238,451**
B. Revenues				
1. Existing Revenues				$0
2. Additional Revenues				
a. (insert source of revenue)				$0
b. (insert source of revenue)				$0
c. (insert source of revenue)				$0
3. Total New Revenue	**$0**	**$0**	**$0**	**$0**
4. Total Revenues	**$0**	**$0**	**$0**	**$0**
C. Total Funding Requirements	**$223,787**	**$0**	**$14,664**	**$238,451**

Prepared by: Patrick Larrigan Date: 8/9/2013

Telephone Number: 530-822-7200