

# 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 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://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 17, 2013**

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**
- A. Administrative Services
1. Approve lease agreement with David Hampton for Corporate Hangar Lease Site No. 5, Ground Sites No. 2 and 3, and authorize the Chair to execute same. (368-13)
- B. Auditor-Controller
1. Approve resolution to determine the appropriations of tax proceeds for Fiscal Year 2013-14. (369-13)
  2. Adopt resolutions Fixing the General County Wide Tax Rate and Special Tax Rates for County, School District and Special District indebtedness. (370-13)
- C. Board of Supervisors
1. Appoint Brenda Wright to the Community Services Commission as the District Five Representative for a term to end December 31, 2014. (371-13)
- D. Clerk of the Board of Supervisors
1. Approve the minutes of the regular meeting of August 27, 2013. (372-13)
- E. Health and Human Services
1. Adopt resolution approving agreement with California Department of Public Health for the 2013-14 Public Health Emergency Preparedness, State General Fund Pandemic Influenza funding and further authorizes the Chair to execute documents as required. (373-13)
  2. Adopt resolution authorizing amendments and changes to the Memorandum of Understanding template for Alternate Care Sites adopted by reference in Board Resolution No. 2009-44. (Human Services Committee recommends approval) (374-13)
- IV. **SPECIAL PRESENTATION**
- A. Present joint proclamation proclaiming September Yuba-Sutter United Way Month and commemorating 45 years of services. (Five minute estimate) (375-13)
- B. Present Certificate of Recognition to Administrative Services Building Maintenance Custodians for outstanding customer service. (No background Material) (Five minute estimate)
- V. **PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted**

for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Receive information regarding impact of proposed water increase upon County facilities costs. (Fifteen minute estimate) (377-13)

B. Human Resources and Organizational Services

1. Adopt resolution approving and re-affirming the Equal Employment Opportunity Policy and the Equal Employment Opportunity Plan. (378-13)

VII. **CORRESPONDENCE** - (379-13)

A. Letter from Bob Winchester commending Fish and Game Advisory Commission chairperson.

B. Notice of public workshops from Central Valley Regional Water Quality Control Board regarding the development of a Salt and Nitrate Management Plan.

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

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

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

B. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Claim

X. **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. **End**



**FINAL BUDGET HEARINGS**

**FISCAL YEAR 2013-2014**

**AGENDA AND BACKGROUND**

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# BOARD OF SUPERVISORS

## AGENDA

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**SEPTEMBER 17, 2013**

### **1:30 P.M. YUBA COUNTY BOARD OF SUPERVISORS FINAL BUDGET HEARINGS FISCAL YEAR 2013-2014**

**Welcome. Budget Hearings may be continued on a day-to-day basis through September 27, 2013. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting.**

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **SPECIAL DISTRICTS PUBLIC HEARINGS**
  - A. County Service Areas
    1. Adopt County Service Area Assessment for CSA No. 2 through 70A in the total amount of \$2,609,146.94 for Fiscal Year 2013-2014. (380-13)
  - B. Gledhill Landscaping and Lighting District
    1. Adopt resolution adopting budget for Gledhill Landscaping and Lighting District in the amount of \$74,779.06 for Fiscal Year 2013-2014. (381-13)
  - C. Linda Street Lighting Maintenance District
    1. Adopt resolution adopting budget for Linda Street Lighting Maintenance District in the amount of \$145,000 for Fiscal Year 2013-2014. (382-13)
- IV. **FINAL COUNTY BUDGET FISCAL YEAR 2013-2014 PUBLIC HEARING**
  - A. County Administrator
    1. Present overview and recommended changes for Fiscal Year 2013-2014 Final Budget. (383-13)
  - B. Bi-County/County Departments
    1. Receive comments from Bi-County/County Department Heads.
  - C. Public Comments: Comments will be limited to five minutes per individual or group and may address only those items so identified with Final Budget Hearings.
  - D. Board of Supervisors
    1. Consider Fiscal Year 2013-2014 Final Budget, provide direction to staff, and take action as appropriate.
- V. **RECESS TO DATE AND TIME CERTAIN OR ADJOURN**

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



380-13

**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

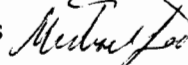
**PLANNING**  
749-5470 • Fax 749-5434

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

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

Date: **SEPTEMBER 17, 2013**

To: Yuba County Board of Supervisors

From: Mike Lee, Director of Public Works 

Subject: Adopt the County Service Area Assessment Summary

### RECOMMENDATION:

Adopt the attached County Service Area Assessment Summary.

### BACKGROUND:

Every year the County Service Area Assessment Summary is brought before the Board of Supervisors to Adopt with the Budget. The Assessments for each CSA vary depending on new parcels (Parcel Maps, or Tract Maps), lot line adjustments, structures, vacant land, and/or the Consumer Price Index. The total annual revenue for all the CSA's combined is estimated at \$2,609,146.94 for the fiscal year 2013/2014.

### DISCUSSION:

The assessments will provide revenue needed for services within each County Service Area.

### FISCAL IMPACT:

None on the General Fund. CSA assessments are collected concurrently with the ad valorem taxes and the revenues are spent on services provided to CSA's from within which the assessments were collected.

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Yuba County Department of Public Works  
County Service Area Assessments  
2013-3014

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT IMPROVED	ASSESSMENT PER LOT FOR STREETLIGHT	ANNUAL REVENUE \$
2	100.00	200.00	0	21,900.00
4	24.00	96.00	0	1,872.00
5	100.00	400.00	0	4,300.00
8	44.00	176.00	0	4,400.00
9	21.00	84.00	0	2,100.00
10	163.00	163.00	0	1,630.00
11	22.00	88.00	0	2,882.00
12	20.00	80.00	0	980.00
13	25.00	100.00	0	1,825.00
14	100.00	200.00	0	29,900.00
15	75.00	150.00	0	13,050.00
16	28.00	112.00	0	1,120.00
17	182.00	250.00	0	1,296.00
18	33.00	132.00	0	3,927.00
19	N/A	300.00	0	15,900.00
20	31.00	124.00	0	1,271.00
21	34.00	136.00	0	9,350.00
22	N/A	220.00	220	1,760.00
24	48.00	192.00	0	1,152.00
25	38.00	152.00	0	1,634.00
25A	N/A	75.00	0	2,325.00
26	18.00	72.00	0	864.00
28	20.00	80.00	0	600.00
29	21.00	84.00	0	861.00
30	60.00	240.00	0	840.00
31	10.00	10.00	0	70.00
32	15.00	60.00	0	360.00
33	43.00	172.00	0	1,935.00
34	20.00	80.00	0	1,020.00
36	48.00	192.00	0	864.00
37	38.00	152.00	0	2,888.00
38	90.00	360.00	0	13,410.00
39	25.00	100.00	0	2,675.00
40	84.00	336.00	0	3,948.00
42	27.00	108.00	0	1,539.00
43	15.00	60.00	0	405.00
44	110.00	440.00	0	2,640.00
45	60.00	240.00	0	1,920.00
46	45.00	180.00	0	1,575.00
48	60.00	60.00	0	12,720.00
52	23.00	148.00	20	96,768.00
52B	N/A	259.26	20	349,741.74
52C	N/A	409.28	20	19,645.44
53	100.00	200.00	0	900.00
54	100.00	200.00	0	1,300.00
55	18.00	72.00	0	234.00
59	100	200.00	0	2,100.00

Yuba County Department of Public Works  
County Service Area Assessments

2013-2014

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT IMPROVED	ASSESSMENT PER LOT FOR STREETLIGHT	ANNUAL REVENUE \$
60	50	200	0	450.00
61	N/A	284.08	0	5,113.44
63	N/A	257.62	0	17,775.78
66A	N/A	432.16	20	1,310,741.28
66B	N/A	326.40	20	77,030.40
66C	N/A	540.18	20	239,839.92
66D	N/A	341.18	20	62,435.94
66E	N/A	570.88	20	56,517.12
69	N/A	262.74	20	21,544.68
70	N/A	157.18	0	86,920.54
70A	N/A	91.42	0	84,380.66
<b>TOTAL =</b>				<b>2,609,146.94</b>

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



381-13

**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**  
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**PUBLIC WORKS • SURVEYOR**  
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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

**TO:** Yuba County Board of Supervisors

**FROM:** Mike Lee, Director of Public Works

**SUBJECT:** Adopting the Budget for Gledhill Landscaping and Lighting District

**DATE:** September 17, 2013

### *Recommendation*

Adopt the attached resolution adopting the budget for Gledhill Landscaping and Lighting District.

### *Background*

On April 16, 2013, your Board approved a resolution adopting the Engineer's Report and on May 14, 2013 a public hearing was held and the Board of Supervisors approved a resolution confirming the assessments within the Gledhill Landscaping and Lighting District.

### *Discussion.*

The assessment, shown in the Engineer's Report, will provide revenue needed to operate the district for the fiscal year 2013/2014. There has been no change in the assessment rate from last year's rate and these funds are used to maintain landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and other work required to operate the district.

### *Committee Action*

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

### *Fiscal Impact*

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

### *Attachment*

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

**RESOLUTION ADOPTING BUDGET )  
FOR GLEDHILL LANDSCAPING AND )  
LIGHTING DISTRICT )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the attached budget for Gledhill Landscaping and Lighting District has been prepared for Board approval, and

**WHEREAS**, on May 14, 2013, Resolution No. 2013-53, the Board of Supervisors held a public hearing to hear protest or objections to levy and collect assessments for fiscal year 2013/2014.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of the County of Yuba hereby approves and adopts this budget.

**PASSED AND ADOPTED** at a regular meeting of the Yuba County Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

AYES:

NOES:

ABSENT:

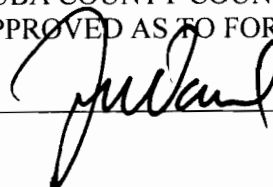
ABSTAIN:

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

By: \_\_\_\_\_

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

\_\_\_\_\_  


**GLEDHILL LANDSCAPING AND LIGHTING DISTRICT  
BUDGET FOR FISCAL YEAR 2013-2014**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>REQUEST 2013-2014</b>
<b>784-9984-431-23-00</b>	<b>PROFESSIONAL SERVICES</b>	<b>\$75,779.06</b>
<b>TOTAL</b>		<b>\$75,779.06</b>

**ESTIMATED REVENUE**

<b>784-0000-351-30-00</b>	<b>INTEREST</b>	<b>\$1,200.00</b>
<b>784-0000-371-98-99</b>	<b>SPECIAL DISTRICT ASSESSMENT</b>	<b>\$48,549.60</b>
<b>TOTAL</b>		<b>\$49,749.60</b>

**Fund Carryover as of 6/30/2013 \$26,029.46**

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

**TO:** Board of Supervisors

**FROM:** Mike Lee, Director of Public Works

**SUBJECT:** Adopting the Budget for Linda Street Lighting Maintenance District

**DATE:** September 17, 2013



74 382-13 616

**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**  
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**PUBLIC WORKS • SURVEYOR**  
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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

### *Recommendation*

Adopt the attached resolution adopting the budget for Linda Street Lighting Maintenance District.

### *Background*

The Linda Street Lighting Maintenance District was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, Part 3, Chapter 26, commencing with Section 5830). Annual assessments are imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company.

On May 14, 2013 the Board of Supervisors approved a resolution confirming the assessments within the Linda Street Lighting Maintenance District.

### *Discussion*

Streets and Highways Code Section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code Section 54717, subdivision (c) authorizes the Board of Supervisors to annually determine the cost of the service, which is financed by the assessment, and by ordinance or resolution, determine and impose the assessment.

The proposed assessment for fiscal year 2013-2014 is \$12 per unit, the same as for fiscal year 2012-2013. The assessments will provide revenue needed to operate the district for fiscal year 2013/2014.

### *Committee Action*

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

### *Fiscal Impact:*

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

Attachment

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

RESOLUTION ADOPTING BUDGET     )  
FOR LINDA STREET LIGHTING        )  
MAINTENANCE DISTRICT            )

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the attached budget for Linda Street Lighting Maintenance District has been prepared for Board approval, and

**WHEREAS**, on May 14, 2013, Resolution No. 2013-54, the Board of Supervisors held a public hearing to hear protest or objections to levy and collect assessments for fiscal year 2013/2014.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of the County of Yuba hereby approves and adopts this budget.

**PASSED AND ADOPTED** at a regular meeting of the Yuba County Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

\_\_\_\_\_  


**LINDA STREET LIGHTING MAINTENANCE DISTRICT  
BUDGET FOR FISCAL YEAR 2013-2014**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>REQUEST 2013-2014</b>
<b>785-9985-431-23-00</b>	<b>PROFESSIONAL SERVICES</b>	<b>\$145,000.00</b>
	<b>TOTAL</b>	<b>\$145,000.00</b>

**ESTIMATED REVENUE**

<b>785-0000-351-30-00</b>	<b>INTEREST</b>	<b>\$ 3,600.00</b>
<b>785-0000-371-98-99</b>	<b>SPECIAL DISTRICT ASSESSMENT</b>	<b>\$ 46,764.00</b>
<b>785-0000-311-01-00</b>	<b>SECURED TAXES</b>	<b>\$ 56,800.00</b>
	<b>TOTAL</b>	<b>\$ 107,164.00</b>
	<b>Use of Fund Carryover</b>	<b>\$ 37,836.00</b>

# The County of Yuba

383-13

## OFFICE OF THE COUNTY ADMINISTRATOR

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



**ROBERT BENDORF**  
COUNTY ADMINISTRATOR

**JOHN FLEMING**  
ECONOMIC DEVELOPMENT COORDINATOR

**RUSS BROWN**  
COMMUNICATIONS & LEGISLATIVE  
AFFAIRS COORDINATOR

**GRACE M. MULL**  
MANAGEMENT ANALYST

**TEENA CARLQUIST**  
EXECUTIVE ASSISTANT TO THE  
COUNTY ADMINISTRATOR

To: Board of Supervisors  
From: Robert Bendorf, County Administrator *RB/gm*  
By: Grace Mull, Management Analyst  
Re: FY 2013-2014 Final Budget  
Date: September 17, 2013

### Recommendation

It is recommended that the Board of Supervisors hold a public hearing for the FY 2013-2014 Final Budget, receive recommended changes and consider approval.

### Background

On June 18, 2013, the Board of Supervisors adopted the FY 2013-2014 Proposed Budget as an interim spending plan. Since its adoption, several actions have occurred which have resulted in recommended adjustments for the Final Budget.

### Discussion

Those actions and resulting final adjustments are as follows:

- **Fund Balance:** After closing out FY 2012-2013, the Auditor-Controller reported that the County's General Fund balance after encumbrances was \$1,747,925. The Proposed Budget reflected an estimate of \$1,000,000. General Fund – Fund Balance is considered one-time revenue and should be appropriated as such consistent with budget policies and the recommended actions are stated further in this memo.
- **General Fund Reserves:** General Fund Reserves are held outside of the General Fund. The amount allocated for FY 2012-2013 was \$1,442,588. The FY 2013-2014 Proposed Budget allocated reserves at the Board's current adopted policy level and was set at \$1,153,705. Final Budget adjustments recommended today include an increase to General Reserves in the amount of \$288,883 to restore the amount set aside to meet FY 2012-2013 levels.
- **General Fund Contingencies:** General Fund Contingencies were increased from \$294,872 to \$594,872. The increase restores Contingency levels to what was set aside in FY 2012-2013.
- **Capital Outlay:** The Proposed Budget recommended use of one-time General Government Capital Outlay funds in the amount of \$544,017 to balance the budget. The Final Budget reduces that recommendation to \$89,842 to cover the one-time repayment to the City of Wheatland for Property Tax Administration Fees owed to the City.
- **Negotiated Contract Savings:** The Final Budget reflects a savings to the General Fund in the amount of \$435,303 due to negotiated contract revisions for the DSA/MSA/PPO contracts.

The attached Recommended Adjustments to the Proposed Budget FY 2013-2014 worksheet reflect the items noted above as well as other recommended adjustments. The following is a summary of the additional recommended adjustments:

- Agricultural Commissioner – A budget adjustment is recommended in the amount of \$33,100. This includes an increase in the overtime budget in the amount of \$15,000 to cover costs associated with after hour pesticide monitoring inspections, export certification and administration of the Fish and Game Commission as well as \$18,100 to restore the USDA County Trapper contract.
- Auditor – A budget correction is recommended in the amount of \$8,767 to restore the 5% COLA deferral that was inadvertently adjusted by the County Administrator subsequent to the Auditor making the adjustment during the budget process as well as cover increases to the Cost Plan Update and SB-90 Mandated Program contracts.
- Treasurer – A budget correction is recommended in the amount of \$11,875 to restore the 5% COLA deferral that was inadvertently adjusted by the County Administrator subsequent to the Treasurer making the adjustment during the budget process.
- Buildings and Grounds – A budget adjustment is recommended in the amount of \$18,839 to cover extra help costs associated with a long term employee who is currently out on extended medical leave.
- Clerk of the Board – A budget adjustment is recommended in the amount of \$1,075 to appropriate AAB hearing expenditures for anticipated hearings in FY 13/14.
- Information Technology – A budget adjustment is recommended in the amount of \$24,890 to appropriate maintenance costs associated with an EMC storage device.
- County Administrator – A budget adjustment is recommended in the amount of \$41,624 to cover costs associated with required post closure activities related to the Ponderosa Land Fill and to bring the professional services appropriation in line with current contract levels.
- NSP 3 Program Income – A budget reduction is recommended in the amount of (\$4,500,000) as the program is being downsized due to the reduction in available homes in the required program area.

### **Summary**

The Final Budget reflects a total operating budget of \$175,399,956. The budget includes General Fund Reserves and Contingencies budgeted at slightly above current Board adopted policy levels, actual end of year General Fund balance, and a reduced use of Capital Outlay funds.

# Recommended Adjustments To The Proposed Budget FY 2013/2014

Adjustments 9/17/13 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Revised Account Total	Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
BOS-Special					
101-0101-411-23-03	\$ (700)		Demolition & Abatement	\$ -	\$700
101-0101-411-23-04	\$ 700		Delinquency Prevention	\$ 700	\$0
101-0101-411-23-06	\$ (8,100)		Cost Plan Update	\$ -	\$8,100
101-0101-411-23-09	\$ (13,792)		SB-90 Mandated Costs	\$ -	\$13,792
Auditor-Controller					
101-0400-412-23-00	\$ 23,900		Professional Services	\$ 63,900	\$40,000
101-0400-412-01-01	\$ 6,759		Salaries	\$ 414,622	\$407,863
Treasurer-Tax Collector					
101-0500-412-01-01	\$ 11,875		Salaries	\$ 483,285	\$471,410
Buildings & Grounds					
101-0900-417-01-03	\$ 18,036		Extra Help	\$ 18,036	\$0
101-0900-417-02-03	\$ 541		COPST	\$ 541	\$0
101-0900-417-02-05	\$ 262		Medicare	\$ 4,371	\$4,109
County Administrator					
101-1700-411-23-00	\$ 41,624		Professional Services	\$ 81,624	\$40,000
Clerk of the Board					
101-1701-411-28-00	\$ 1,075		Special Department Expense	\$ 3,325	\$2,250
Information Technology					
101-1900-410-17-00	\$ 24,890		Maintenance Equipment	\$ 189,890	\$165,000
YOBG					
101-3120-423-02-03	\$ (37,301)		COPST	\$ -	\$37,301
101-3120-423-02-04	\$ 37,301		Health Insurance	\$ 37,301	\$0
Ag Commissioner					
101-3400-426-01-04	\$ 15,000		Overtime	\$ 15,000	\$0
101-3400-426-23-00	\$ 20,100		Professional Services	\$ 50,350	\$30,250
101-3400-426-90-00	\$ (2,000)		Reimbursements	\$ (32,000)	-\$30,000
Public Guardian					
101-0000-371-98-03		\$ 2,000	Public Guardian Fee	\$ 18,000	\$16,000
101-4100-427-23-00	\$ 2,000		Professional Services	\$ 7,000	\$5,000
Planning					
101-4300-427-01-07	\$ (29,559)		Vacation	\$ -	\$29,559
101-4300-427-02-02	\$ 29,559		Co Share PERS	\$ 29,559	\$0
Special Aviation					
105-8300-432-28-00	\$ 1,300		Special Department Expense	\$ 11,260	\$9,960
105-8300-432-62-01	\$ 6,000		Fixed Assets - Equipment	\$ 6,000	\$0
105 Fund Balance		\$ 7,300	Fund Balance	\$ 7,300	\$0
Health Services					
106-4700-441-02-01	\$ (293,035)		Retirement PERS	\$ -	\$293,035
106-4700-441-02-02	\$ 293,035		Co Share PERS	\$ 293,035	\$0
<hr/>					
	\$ 149,470	\$ 9,300			
<hr/>					
Net Appr/Rev	\$ 140,170				

# Recommended Adjustments To The Proposed Budget FY 2013/2014

Adjustments 9/17/13 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Revised Account Total	Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
Child Support Services					
107-2600-421-01-01	\$ 2,031		Salaries	\$ 2,029,996	\$2,027,965
107-2600-421-23-00	\$ (12,900)		Professional Services	\$ 339,995	\$352,895
107-0000-362-72-01		\$ (10,869)	Child Support Services	\$ 3,959,570	\$3,970,439
District Attorney					
108-0000-361-56-12		\$ (20,000)	COPS Grant	\$ 100,000	\$120,000
108-0000-361-56-29		\$ 20,000	CH 353 DA COPS Grant	\$ 20,000	\$0
Sheriff					
108-2700-422-01-01	\$ (91,155)		Salaries	\$ 5,650,709	\$5,741,864
108-2700-422-02-02	\$ (24,449)		County Share PERS	\$ 1,495,337	\$1,519,786
108-2700-422-02-04	\$ (67,768)		Health Insurance	\$ 1,070,835	\$1,138,603
108-2700-422-02-05	\$ (1,263)		Medicare	\$ 81,296	\$82,559
108-2700-422-02-08	\$ (449)		Unemployment Ins	\$ 26,452	\$26,901
108-0000-372-99-02		\$ (185,084)	County Contribution	\$ 6,095,965	\$6,281,049
108-2700-422-23-00	\$ 10,534		Professional Services	\$ 248,182	\$237,648
108-2700-422-28-03	\$ 10,000		MJ Erad-Special Dept Expense	\$ 60,000	\$50,000
108-0000-371-85-03		\$ 10,000	MJ Eradication	\$ 60,000	\$50,000
108 Fund Balance		\$ 10,534	Fund Balance	\$ 400,534	\$390,000
Jail					
108-2900-423-01-01	\$ (59,972)		Salaries	\$ 4,180,058	\$4,240,030
108-2900-423-01-03	\$ 97,500		Extra Help	\$ 170,500	\$73,000
108-2900-423-02-02	\$ (16,701)		County Share PERS	\$ 1,058,923	\$1,075,624
108-2900-423-02-03	\$ 2,500		COPST	\$ 5,000	\$2,500
108-2900-423-02-04	\$ (62,099)		Health Insurance	\$ 1,077,353	\$1,139,452
108-2900-423-02-05	\$ (870)		Medicare	\$ 62,557	\$63,427
108-2900-423-02-08	\$ (300)		Unemployment Ins	\$ 20,341	\$20,641
108-2900-423-23-00	\$ (100,000)		Professional Services	\$ 791,358	\$891,358
108-0000-372-99-02		\$ (137,044)	County Contribution	\$ 3,773,834	\$3,910,878
108 Fund Balance		\$ (2,898)	Fund Balance	\$ 337,102	\$340,000
Boat Grant					
101-2701-422-01-01	\$ (2,527)		Salaries	\$ 129,429	\$131,956
101-2701-422-02-02	\$ (706)		County Share PERS	\$ 36,659	\$37,365
101-2701-422-02-04	\$ (2,813)		Health Insurance	\$ 30,590	\$33,403
101-2701-422-02-05	\$ (37)		Medicare	\$ 1,902	\$1,939
101-2701-422-02-08	\$ (12)		Unemployment Ins	\$ 648	\$660
101 General Fund		\$ (6,095)	General Fund Contribution	\$ 43,107	\$49,202
Sheriff Bailiffs					
108-7400-421-01-01	\$ (6,019)		Salaries	\$ 310,930	\$316,949
108-7400-421-02-02	\$ (1,682)		County Share PERS	\$ 88,358	\$90,040
108-7400-421-02-04	\$ (4,727)		Health Insurance	\$ 66,895	\$71,622
108-7400-421-02-05	\$ (87)		Medicare	\$ 4,585	\$4,672
108-7400-421-02-08	\$ (31)		Unemployment Ins	\$ 1,545	\$1,576
108-0000-361-62-05		\$ (12,546)	Sheriff Court Security	\$ 514,853	\$527,399

\$ (323,133)	\$ (323,133)
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Net Increase Appr/Rev \$ -

# Recommended Adjustments To The Proposed Budget FY 2013/2014

Adjustments 9/17/13 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Revised Account Total	Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
Crime Prev Act 2000					
101-3117-423-01-01	\$ (2,064)		Salaries	\$ 136,738	\$138,802
101-3117-423-02-02	\$ (391)		County Share PERS	\$ 23,238	\$23,629
101-3117-423-02-05	\$ (30)		Medicare	\$ 1,983	\$2,013
101-3117-423-02-08	\$ (11)		Unemployment Ins	\$ 684	\$695
101-0000-362-72-03		\$ (2,496)	Federal JAG Grant	\$ 182,034	184530
Probation					
101-3100-423-01-01	\$ (52,565)		Salaries	\$ 2,899,519	\$2,952,084
101-3100-423-02-02	\$ (9,957)		County Share PERS	\$ 529,120	\$539,077
101-3100-423-02-04	\$ (10,108)		Health Insurance	\$ 600,582	\$610,690
101-3100-423-02-05	\$ (734)		Medicare	\$ 39,911	\$40,645
101-3100-423-02-08	\$ (259)		Unemployment Ins	\$ 14,696	\$14,955
101 General Fund		\$ (56,339)	General Fund Contribution	\$ 2,516,358	\$2,572,697
Juvenile Hall					
108-3000-423-01-01	\$ (34,048)		Salaries	\$ 1,889,259	\$1,923,307
108-3000-423-02-02	\$ (6,450)		County Share PERS	\$ 341,911	\$348,361
108-3000-423-02-04	\$ (9,579)		Health Insurance	\$ 537,951	\$547,530
108-3000-423-02-05	\$ (494)		Medicare	\$ 26,496	\$26,990
108-3000-423-02-08	\$ (170)		Unemployment Ins	\$ 9,514	\$9,684
108-0000-372-99-02		\$ (50,741)	County Contribution	\$ 1,212,612	\$1,263,353
NSP 3 Program Income					
118-8002-456-23-00	\$ (1,882,391)		Professional Services	\$ -	\$1,882,391
118-8002-456-23-10	\$ (225,887)		Acquisition Activity Delivery	\$ -	\$225,887
118-8002-456-23-11	\$ (225,887)		Rehabilitation Activity Delivery	\$ -	\$225,887
118-8002-456-23-12	\$ (7,920)		Disposition Activity Delivery	\$ -	\$7,920
118-8002-456-23-13	\$ (209,524)		General Administration	\$ -	\$209,524
118-8002-456-23-14	\$ (39,600)		Disposition Carrying Cost	\$ -	\$39,600
118-8002-456-28-00	\$ (1,882,391)		Special Department Expense	\$ -	\$1,882,391
118-8002-456-30-00	\$ (26,400)		Utilities	\$ -	\$26,400
118-0000-362-72-41		\$ (4,500,000)	Federal Program Income	\$ -	\$4,500,000
CDBG 2012					
119-8002-456-28-02	\$ (260,000)		Loan/Public Improvements	\$ -	\$260,000
119-8002-456-28-15	\$ 260,000		Housing Costs	\$ 260,000	\$0
Sheriff Auto Service Fund					
151-9400-410-62-00	\$ 40,000		Fixed Assets-Equipment	\$ 285,000	\$245,000
151-9400-410-90-00	\$ (40,000)		Reimbursements	\$ (817,964)	(777,964)

# Recommended Adjustments To The Proposed Budget FY 2013/2014

Adjustments 9/17/13 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Revised Account Total	Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
Operating Transfers In 101-0000-372-99-01		\$ (760,342)	Operating Transfers In	\$ 712,415	\$1,472,757
Contingencies-General 101-6900-410-71-01	\$ 300,000		Contingencies-General	\$ 594,872	\$294,872
Fund Balance (Gen Fund) 101		\$ 747,925	Additional 101 Fund Balance	\$ 1,747,925	\$1,000,000
Contract Savings 101		\$ 435,303	Negotiated Contract Savings to Gen Fund		

\$	300,000	\$	422,886
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Net Increase Appr/Rev \$ (122,886)

Net Incr Appr/Rev Pg 3 \$ (17,284)

Net Incr Appr/Rev Pg 2 \$ - \$ -

Net Incr Appr/Rev Pg 1 \$ 140,170

Total Incr Appr/Rev \$ -





*CONSENT*  
*AGENDA*

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# The County of Yuba

## Department of Administrative Services

Doug McCoy, Director




368-13

AIRPORT	741-8248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

September 17, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director 

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENTS  
FOR CORPORATE HANGAR LEASE SITE NO. 5, GROUND SITES NO. 2 AND 3

### Recommendation:

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

### Background:

The attached are new ground leases with David Hampton. Mr. Hampton has retained ownership of the aircraft hangar facilities located on the ground sites for the past 10 years. The lease rate of \$.04 cents per square foot is consistent with similar leases and will generate \$2,880 annually in new airport revenue.

### Discussion:

The location of the hangar ground lease sites are shown on the attached layout as Exhibit A to the lease. Each ground lease site accommodates a privately-owned 3,000 sf aircraft hangar.

### Committee Action:

This item was not presented to the committee as it is a standard ground lease that has been before the board a number of times for other new tenants and considered routine. The agreement was reviewed and approved by County Counsel.

### Fiscal Impact:

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

### Attachments

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## AIRPORT LEASE AGREEMENT

**THIS LEASE** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and DAVID HAMPTON, hereinafter called "Lessee."

### WITNESSETH

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

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

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

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

### **NOW, THEREFORE, IT IS HEREBY AGREED:**

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

Yuba County Airport Terminal Area  
Master Lease Map  
Site Number 5 / Lease Site 5-5 / Hangar #2  
(3,000 square feet)

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

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

3. CONSIDERATION:

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

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

4. OTHER CHARGES AND FEES:

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

5. PENALTIES: In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of ten percent (10%) annual percentage rate of the payment due for each month unpaid or any portion of a monthly payment which is left unpaid.

6. LEASEHOLD IMPROVEMENTS:

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 60 ft x 50 ft; building to be painted a color approved by Lessor. The exterior of said building to be compatible with the existing structures.

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

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

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

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

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

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

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

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



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

8. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

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

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

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

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

10. USE OF COMMON AREAS:

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

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

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

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

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

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

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

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

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

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

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

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

15. **MAINTENANCE AND REPAIR:**

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

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

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

18. ASSIGNMENT OR SUBLEASE:

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

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

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

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

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

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

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

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

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

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

24. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

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

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

To County At:

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

To Lessee At:

135 Cathedral Ranch Dr.  
Sedona, AZ 86351

Copy to:

Yuba County  
County Counsel  
Suite 111  
119 8<sup>th</sup> Street  
Marysville, CA 95901

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

LESSEE

By: David W. Hampton  
David Hampton

COUNTY OF YUBA

By: \_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
Of Supervisors

\_\_\_\_\_

REVIEW OF INSURANCE:

Martha Wilson  
Risk Manager

APPROVED AS TO FORM:

[Signature]  
County Counsel



## **Exhibit B – Insurance Provisions**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
*(Not required if LESEE provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to LESEE's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### **Other Insurance Provisions**

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

***Additional Insured Status***

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

***Primary Coverage***

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

***Notice of Cancellation***

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

***Waiver of Subrogation***

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

***Deductibles and Self-Insured Retentions***

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

***Acceptability of Insurers***

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

***Claims Made Policies***

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

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

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

***Verification of Coverage***

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

***Subcontractors***

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

***Special Risks or Circumstances***

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

## **EXHIBIT C**

### **FEDERAL AVIATION ADMINISTRATION ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# The County of Yuba

369-13

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**AUDITOR - CONTROLLER**

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**C. RICHARD EBERLE, CPA**

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

September 17, 2013

TO: BOARD OF SUPERVISORS

FROM: C RICHARD EBERLE, AUDITOR-CONTROLLER

SUBJECT: 2013-14 RESOLUTION FOR YUBA COUNTY APPROPRIATION LIMIT

RECOMMENDATION:

Approve and adopt the 2013-14 County of Yuba Appropriations Limit.

BACKGROUND:

Pursuant to Article XIII B California State Constitution the appropriation limits for the County of Yuba is calculated each fiscal year using the Price and Population per capita as required by R&T 2227 from the Department of Finance.

DISCUSSION:

Approve and adopt the attached resolution to determine the appropriation limits for the County of Yuba. The attached Exhibit A shows the calculation for the appropriation limit for the County.

FISCAL IMPACT:

None.

COMMITTEE:

Not needed, this is an annual requirement.

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BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA  
STATE OF CALIFORNIA

IN RE: )  
 )  
 ) RESOLUTION NO. \_\_\_\_\_  
 )  
 ) RESOLUTION OF THE  
 ) BOARD OF SUPERVISORS  
 )  
 ) THE COUNTY OF YUBA TO  
 )  
 ) DETERMINE THE APPROPRIATIONS )  
 )  
 ) OF TAX PROCEEDS FOR 2013-14 )

**RESOLVED** by the Board of Supervisors of the County of Yuba, State of California, that for 2013-14 the change in California Per Capita Personal Income together with change in population of Yuba County shall be applied to the 2012-13 appropriation limit to reach the 2013-14 appropriation limit, and that the maximum limit applicable to the 2012-13 appropriation of tax proceeds, as calculated is \$63,918,608. See Exhibit A. This is in accordance with Article XIII B of the constitution of the State of California.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

Approved as to Form  
Angil Morris-Jones,  
County Counsel



County of Yuba  
Statement of Appropriation Limitation  
2013-14

Limitation for 2012-2013	\$60,329,031
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Adjustment

2013-14 Factors

CPI	1.0512
-----	--------

Population	<u>x 1.0079</u>
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Factor	<u>1.0595</u>
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Limitation for 2013-14 (Prior Year Limitation x Factor)	<u>\$63,918,608</u>
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# The County of Yuba

370-13

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AUDITOR - CONTROLLER

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C. RICHARD EBERLE, CPA

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

**TO:** Board of Supervisors

**FROM:** Richard Eberle, Auditor-Controller

**SUBJECT:** Ad Valorem Bond Rates

**DATE:** September 17, 2013

## *Recommendation*

Adopt attached resolutions for County-wide General, School, and Special District ad valorem tax rates on the secured property tax rolls for the fiscal year 2013-2014.

## *Background*

California State Government Code Section 29102 requires the Board of Supervisors to adopt the rate of taxation on the secured tax rolls and any allowance for delinquencies

## *Discussion*

The rates for ad valorem assessments rates are calculated by the Auditor-Controller's office or any special or school districts based on debt service obligations, legal statute, or other criteria and usually include a projected delinquency rate. These rates are used to determine the ad valorem assessments on real property for the current fiscal year.

*Committee Action:* (Omit if to Committee)

None

## *Fiscal Impact:*

These rates affect the property tax collections for the County and any school or special districts with ad valorem assessments on the secured tax rolls. These rates determine funds collected for county operations and any debt service obligations for school or special districts

Attachment  
Proposed resolutions

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**BOARD OF SUPERVISORS  
COUNTY OF YUBA  
STATE OF CALIFORNIA**

IN RE:

RESOLUTION FIXING GENERAL) RESOLUTION NO. \_\_\_\_\_  
COUNTY WIDE TAX RATE \_\_\_\_\_)

**WHEREAS**, pursuant to the State of California Government Code Section 29100 which requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll and allowances for delinquencies, and

**WHEREAS**, pursuant to Article XIII A of the California Constitution, the maximum amount any ad valorem tax on real property, except levies for indebtedness approved by the voters prior to the time this section became effective, shall not exceed one percent (1%), and

**WHEREAS**, Government Code Section 29100 further provides with regard to voter-approved indebtedness, the Board of Supervisors shall adopt a tax rate on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

**NOW, THEREFORE, BE IT RESOLVED** that the County Auditor-Controller shall apply a delinquency provision of eight percent (8%) of the taxable value on the County Secured Roll and the County Unsecured Roll for the 2013-2014 fiscal year.

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of Yuba, State of California that the ad valorem tax on real property shall not exceed one percent (1%) of the assessed value of such property for fiscal year 2013-2014.

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of Yuba adopt the percentage of full value property on the secured roll legally subject to support the annual debt requirements as follows:

County Wide General.....	1.000000 %
Unitary Bond Indebtedness....	0.000561 %

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

Approved as to Form  
Angil Morris-Jones,  
County Counsel



**BOARD OF SUPERVISORS  
COUNTY OF YUBA  
STATE OF CALIFORNIA**

IN RE:

RESOLUTION FIXING SPECIAL TAX)  
RATES FOR COUNTY, SCHOOL        )  
DISTRICT, AND SPECIAL DISTRICT )  
INDEBTEDNESS                        )

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, pursuant to the State of California Government Code section 29102 which requires the Board of Supervisors to adopt tax rates and levy taxes for School and Special Districts for which a tax levy is carries on the regular County Assessment Roll; and

**WHEREAS**, pursuant to the State of California Government Code section 29100 which specifies the procedure to be followed and requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll, not to exceed the one-percent limitation specified in Article XIII A of the California Constitution and Revenue and Taxation Code section 93 and 100; and further provides that the Board shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Yuba County that the County Auditor-Controller is hereby directed to use the following rates of taxation of the taxable valuation in each of the herein below named districts for fiscal year 2013-2014. Those rates denoted by asterisk (\*) are calculated and set by the named district.

**SPECIAL DISTRICTS**

BROWNS VALLEY IRRIGATION DISTRICT\* .....0.000000 %

**SCHOOL DISTRICTS (HIGH SCHOOLS)****MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

GO BOND 2006 .....0.028904 %

GO BOND 2008 .....0.031088 %

GO BOND 2009 .....0.059803 %

NEVADA UNION HIGH SCHOOL\* .....0.009000 %

WESTERN PLACER UNIFIED SCHOOL DISTRICT\* .....0.026330 %

WHEATLAND HIGH SCHOOL .....0.030000 %

**SCHOOL DISTRICTS (COMMUNITY COLLEGES)****YUBA COUNTY COMMUNITY COLLEGE**

BOND 2006 A .....0.006207 %

BOND 2006 B .....0.011561 %

BOND 2006 C .....0.009655 %



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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

---

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

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Approved as to Form  
Angil Morris-Jones,  
County Counsel

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

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# The County of Yuba

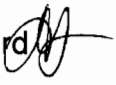
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## Office of Clerk of the Board of Supervisors

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**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board 

**Subject:** Community Services Commission – District Five Representative

**Date:** September 17, 2013

### Recommendation

Appoint Brenda Wright to the Community Services Commission as the District Five Representative for a term to end December 31, 2014.

### Background and Discussion

This is an unscheduled vacancy due to the resignation of Mr. Bob Swift in 2012. The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. Application has been received by Brenda Wright and is attached. Supervisor Stocker has recommended appointment.

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

### Fiscal Impact

None

### Committee Action

None required.

/rf

attachment

The County of



Yuba

**COMMUNITY SERVICES COMMISSION**

**APPLICATION**

TELEPHONE (530) 749-5461

☐ LOW INCOME REPRESENTATIVE

☒ PRIVATE SECTOR REPRESENTATIVE

NAME: BRENDA WRIGHT

MAILING ADDRESS: [REDACTED] MARYSVILLE, CA 95901

RESIDENCE ADDRESS: [REDACTED] MARYSVILLE, CA 95901

HOME TELEPHONE: [REDACTED]

BUSINESS TELEPHONE: [REDACTED]

OCCUPATION/PROFESSION: ACCT TECH, YUBA CO AUDITOR CONTROLLER

SUPERVISORIAL DISTRICT: DISTRICT 5

REASONS FOR WISHING TO SERVE ON THIS BODY: I WAS ONCE HOMELESS WITH TWO CHILDREN. I HAD HELP WHEN I FIRST CAME TO YUBA COUNTY AND WANT TO GIVE BACK.

QUALIFICATIONS FOR SERVING ON THIS BODY: I HAVE EXTENSIVE KNOWLEDGE OF COUNTY GOVERNMENT AND FEEL I ALSO HAVE EMPATHY FOR THOSE NEEDING ASSISTANCE

LIST ANY PUBLIC POSITIONS CURRENTLY HELD: NONE

LIST OTHER BOARDS ON WHICH YOU CURRENTLY SERVE, OR HAVE PREVIOUSLY SERVED: NONE IN THIS COUNTY. WAS AN ELECTED MEMBER OF SCHOOL SITE COMMITTEE MANY YEARS AGO DOWN IN SAN DIEGO

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

SIGNATURE: Brenda Wright

DATE: 9/5/13

Return this Application to:  
Yuba County Community Services Commission  
915 8<sup>th</sup> Street, Suite 130  
Marysville, CA 9590

SC disposition:

# *The County of Yuba*

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



AUGUST 27, 2013 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 10:09 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Vasquez presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – Supervisor Griego absent
- 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 provided a revised Memorandum of Understanding with OPUD for Consent item B2.

Mr. Lloyd Appleby expressed appreciation to the Board and Community Development for their support of the Douthit Memorial County Park.

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

AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

## A. Clerk of the Board of Supervisors

1. Reappoint Leanna Beam to the Smartsville Cemetery District for a term to expire August 27, 2017. (330-13) Approved.
2. Reappoint Robert Storm to the Assessment Appeals Board No. II for a term ending September 5, 2016. (331-13) Approved.
3. Approve minutes from the regular meeting of August 13, 2013. (332-13) Approved as written.

## B. Community Development and Services

1. Authorize use of \$6,430.85 from fund 187 (Park Improvement Fund) to pay building permit fees associated with construction of a snack-shack and restrooms at Douthit Memorial County Park, Oregon House. (333-13) Approved.

2. Approve Memorandum of Understanding with Olivehurst Public Utility District to fulfill parkland acquisition of community parks and authorize the Chair to execute document and grant deeds transferring title on APN 014-300-082 and lot 2 of Parcel Map 2012-0002. (334-13) Approved as revised.

C. Health and Human Services

1. Adopt resolution approving the 2013-2017 Comprehensive Tobacco Control Plan for prevention education program and authorizing the Chairman to execute acceptance agreement, funds, and any pertinent documents related to program. (Human Services Committee recommends approval) (335-13) Adopted Resolution No. 2013-85, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION APPROVING THE 2013-2017 COMPREHENSIVE TOBACCO CONTROL PLAN FOR YUBA COUNTY'S TOBACCO USE PREVENTION EDUCATION PROGRAM AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE ACCEPTANCE OF ALLOCATION AGREEMENT AND ANY PERTINENT DOCUMENTS RELATED TO THIS PROGRAM AND TO AUTHORIZE THE ACCEPTANCE OF FUNDS."
2. Approve Medi-Cal Privacy and Security agreement with the California Department of Health Care Services and authorize the Chair to execute same. (Human Services Committee recommends approval) (336-13) Approved.

D. Probation

1. Approve Probation and Schools Success Program (PASS) agreements with Marysville Joint Unified School District and authorize the Chair to execute same. (337-13) Approved.

IV. SPECIAL PRESENTATION

- A. Present proclamation to Sally Sokoloski commending 40 years of service. (Five minute estimate) (338-13) Postponed to October 1, 2013.
- B. Present proclamation proclaiming September 2013 as National Prostate Cancer Awareness Month. (Five minute estimate) (339-13) Chairman Vasquez presented proclamation to Mr. Robert Gass. Who expressed appreciation for the Board's support.
- C. Receive 2013 Mid-year Economic Development Report. (Ten minute estimate) (340-13) Economic Development Coordinator John Fleming and Economic Development President Brynda Stranix presented the 2012-2013 Midyear Economic Development Report including the following and responded to Board inquiries:
  - Accomplishments and projects from Fiscal Year 2012-2013
  - Business Expansion and Retention program
  - Marysville Business walk October 3, 2013
  - Bishops Pumpkin Farm Perspectives 2013
  - Community Development Block Grants
  - Yuba County E-Note publication
  - Yuba-Sutter Tourism
  - Agricultural Summit 2012, Agricultural Speed Dating event, trade mission with China
  - 2013-14 Comprehensive Economic Development Strategy

V. PUBLIC COMMUNICATIONS: The following individuals spoke:

- Mr. Greg Crompton, Dobbins - building permit fees
- Ms. Frieda Calvert, Hammonton - Hammonton Road issues

VI. COUNTY DEPARTMENTS

A. County Administrator

1. Consider funding options for the construction of a tri-county Juvenile Hall/Rehabilitation Center; consider alteration of the current Joint Powers Agreement between Sutter and Yuba counties to include Colusa County; and consider direction to pursue options, provide support for a legislative amendment, and direct staff to report back to the Board with further information once available. (Fifteen minute estimate) (342-13)

County Administrator Robert Bendorf recapped operations of Bi-County Juvenile Hall and current agreement with Sutter County.

Chief Probation Officer Jim Arnold and Colusa County Chief Probation Officer Bill Fenton responded to Board inquiries regarding current and proposed site, kitchen facilities, funding and local match.

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

2. Provide direction regarding reconsideration of Wheatland Tax Sharing agreement (Ten minute estimate) (341-13) County Administrator Robert Bendorf recapped the Wheatland Tax Sharing agreement advising the City of Wheatland had requested the Board reconsider approval of the agreement as presented in April and responded to Board inquiries.

Mayor Ron West and City Administrator Stephen Wright responded to Board inquiries.

The Board recessed at 11:48 a.m. and reconvened at 12:02 a.m. with all present as indicated above.

Mr. Bendorf received Board consensus for a workshop on September 10, 2013 to discuss pending projects in Wheatland and Board reconsideration of the original tax sharing agreement on September 17, 2013 and staff will concurrently work with City regarding amending the agreement should the Board desire to do so at the meeting of the 17th.

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

- A. Hold public hearing and adopt resolution approving amendment to Recology Yuba-Sutter Collection Service Agreement and approving a 4.53 percent rate increase for rater year 2014 effective October 1, 2013. (Ten minute estimate) (343-13) County Administrator Robert Bendorf recapped methodology and components of the rate increase and responded to Board inquiries.

Supervisor Nicoletti left the meeting at 12:23 p.m. and returned at 12:26 p.m.

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

### VIII. CORRESPONDENCE - (344-13)

- IX.
- BOARD AND STAFF MEMBERS' REPORTS:

County Administrator Robert Bendorf: Grand Jury Reports regarding Building Fees, Juvenile Hall and Jail Facility with no response from Board required



- X. CLOSED SESSION: The Board retired into closed session at 12:30 p.m. and returned at 12:44 p.m. with all present as indicated above.
- A. Personnel pursuant to Government Code §545957 - Public Employee Discipline/Dismissal/Release Adopted recommendation of hearing officer by unanimous decision
- XI. ADJOURN

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
By: Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_

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# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

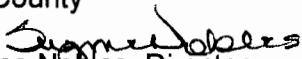
5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 Fax: (530) 749-6281



373-13

**Michael Kinnison, M.D.**  
Interim Health Officer  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** September 17, 2013

**SUBJECT:** Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to Enter into Agreement with the California Department of Public Health for Centers for Disease Control and Prevention Public Health Emergency Preparedness, and State General Fund Pandemic Influenza Funds

**RECOMMENDATION:** Board of Supervisors approval of the Resolution of the Board of Supervisors authorizing the Health and Human Services Department to enter into an Agreement with California Department of Public Health (CDPH) for Centers of Disease Control and Prevention Public Health Emergency Preparedness (CDC PHEP), and State General Fund Pandemic Influenza (State GF Pan Flu) funds for the period of July 1, 2013 through June 30, 2014; and further, authorizing the Chair of the Board to execute documents as required by the grant and to accept funds is recommended.

**BACKGROUND:** Since July 2002, Yuba County, through its Health and Human Services Department, has received Public Health Emergency Preparedness funds in order to establish an infrastructure to ensure the immediate and adequate response to acts of bioterrorism, as well as other infectious disease outbreaks and threats to public health.

**DISCUSSION:** For the grant funding period of July 1, 2013 through June 30, 2014, CDPH will provide funds in the amount of \$198,666.00; consisting of \$136,200.00 for CDC PHEP and \$62,466 for State GF Pan Flu. With these funds, the public health infrastructure of the County will be better prepared to recognize, respond to and minimize illness and injury resulting from acts of biological and chemical terrorism and other infectious disease outbreaks, including pandemic influenza.

**COMMITTEE:** The Human Services Committee recommended approval on September 10, 2013.

**FISCAL IMPACT:** Adoption of this Resolution of the Board will not impact County funds. There is no County Match requirement for the CDC PHEP or State GF Pan Flu funds.

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE YUBA	)	
COUNTY HEALTH AND HUMAN SERVICES	)	
DEPARTMENT TO ENTER THE 2013-14	)	
PUBLIC HEALTH EMERGENCY	)	Resolution No. _____
PREPAREDNESS (PHEP), STATE GENERAL	)	
FUND PANDEMIC INFLUENZA (GF PAN FLU),	)	
FUNDING AGREEMENT WITH THE	)	
CALIFORNIA DEPARTMENT OF PUBLIC	)	
HEALTH AND FURTHER, AUTHORIZES THE	)	
CHAIRMAN TO EXECUTE DOCUMENTS AS	)	
REQUIRED BY THIS AGREEMENT	)	
_____	)	

WHEREAS, the State of California has made funds available to state health agencies for the purpose of assisting county health departments in planning, preparing, and maintaining public health preparedness to ensure immediate and adequate response to acts or threats of bioterrorism, other infectious disease outbreaks or other public health threats and emergencies; and

WHEREAS, it is in the best interest of the residents of the County of Yuba that the public health infrastructure of the County of Yuba be prepared to recognize, respond to and minimize illness and injury resulting from acts or threats of bioterrorism, other infectious disease outbreaks or other public health threats and emergencies.

NOW, THEREFORE, BE IT RESOLVED the Yuba County Board of Supervisors authorizing the Yuba County Health and Human Services Department

to enter into the 2013-14 Public Health Emergency Preparedness (PHEP), State General Fund Pandemic Influenza (GF Pan Flu), funding agreement with the California Department of Public Health;

BE IT FURTHER RESOLVED the Chairman of the Yuba County Board of Supervisors is authorized to:

- (1) accept funds totaling \$198,666.00 (\$136,200.00 PHEP funds, and \$62,466.00 State GF Pan Flu funds) for public health preparedness for the period and any subsequent funds awarded;
- (2) to execute, upon review and approval of the County Counsel, documents as required by the contract;
- (3) execute and authorize the transfer and allocation of funds for the stated period; and
- (4) to amend contracts for additional or lesser funding, and to execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded.

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

County of Yuba

BY: \_\_\_\_\_  
Chair

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

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

By:  \_\_\_\_\_

## Attachment 11

County of Yuba  
2013-14

Allocation Agreement No. EPO 13-61

**EXHIBIT A**

**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding ALLOCATION AGREEMENT**

***Allocation Agreement Governed By:***

*CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.*

**Scope of Work****1. Service Overview**

This Agreement is entered into between the California Department of Public Health, hereinafter referred to as "CDPH" and the County of Yuba, hereinafter referred to as the "LHD" and/or "Local HPP Entity". LHD or Local HPP Entity agrees to provide to CDPH the services described herein.

Activities must be in accordance with the Centers for Disease Control and Prevention (CDC) and Hospital Preparedness Program (HPP) 2013-14 Program Guidance, State General Fund (GF) Pandemic Influenza, Public Health Emergency Preparedness (PHEP) Comprehensive Agreement Application 2013-14, Work Plan and Budget.

**2. Service Location**

The services shall be performed at applicable facilities in the County of Yuba.

**3. Service Hours**

The services shall be provided during normal LHD and/or Local HPP Entity working hours and days, as well as other hours and days the LHD deems appropriate.

**4. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>Department of Public Health</b> EPO Contract Manager Raaz Fares Telephone: (916) 445-9195 Fax: (916) 650-6420 Email: Raaz.Fares@cdph.ca.gov	<b>County of Yuba</b> Michael Kinnison, M.D. Telephone: (530)749-6781 Fax: (530) 749-6397 Email: mkinnison@co.yuba.ca.us
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B. Direct all inquiries to:

County of Yuba  
2013-14

Allocation Agreement No. EPO 13-61

<b>Department of Public Health</b> <b>Emergency Preparedness Office</b> Attention: Local Management Unit <b>MS 7002</b> <b>P.O. Box 997377</b> <b>Sacramento, CA 95899-7377</b>  Telephone: (916) 650-6416 Fax: (916) 650-6420	<b>County of Yuba</b> William Smith 5730 Packard Ave., Ste. 100 Marysville, CA 95901 Telephone: (530) 749-6774 Fax: (530) 749-6397
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

## 5. **Services to be Performed**

LHD and/or Local HPP Entity shall perform services as outlined in accordance with the Public Health Emergency Preparedness, State GF Pandemic Influenza and HHS Hospital Preparedness Cooperative Agreement Application, Work Plans, and Budgets.

## 6. **Allowable Informal Scope of Work Changes**

- A. The LHD and/or Local HPP Entity or CDPH may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the LHD's and/or Local HPP Entity's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the CDPH.
- E. In implementing this provision, CDPH will provide a format for the LHD's and/or Local HPP Entity's use to request informal SOW changes.



**7. Reporting Requirements**

- A. Semi-annual written progress reports and expenditure reports must be submitted according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1, 2013 - December 31, 2013	Due Date: January 31, 2014
Year-End: July 1, 2013 – June 30, 2014	Due Date: August 30, 2014

- B. Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements including Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

**8. Expenditure and Program Requirements**

- A. In accordance with the LHD and/or Local HPP Entity signed Certification Against Supplanting (Exhibit E), funds shall not be used to supplant funding for existing levels of services and will only be used for the purposes designated herein.
- B. In executing this Agreement, the LHD and/or Local HPP Entity assures that it will comply with the LHD and/or Local HPP Entity Comprehensive Agreement Application, Work Plans and Budget approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior approval from CDPH before implementing. Any contracts or subcontracts needing approval from the Contract Manager must be submitted prior to spending those funds.

**Exhibit B**

**2012-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)  
Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding  
Budget Detail and Payment Provisions**

**1. Payment Provisions**

A. CDPH will make payments to the LHD and/or Local HPP Entity as authorized in State statute and in accordance with the annual expenditure authority granted to CDPH in the California Budget Act. Payments shall be made in accordance with Exhibit B, Attachment 1. Payment beyond the first quarter shall be contingent upon the approval of the LHD's and/or Local HPP Entity's funding Application, Work Plan and Budget and satisfactory progress in implementing the provisions of the Work Plan, as determined by CDPH. Final payment is contingent upon receiving acceptable progress and expenditure reports submitted in accordance with timelines, formats and specifications to be provided by CDPH. **Note:** Both HPP and the State GF Pandemic Influenza require submission of invoice forms to be reimbursed.

B. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual reconciliation report should be sent to:

California Department of Public Health  
Emergency Preparedness Office  
Attn: Local Management Unit  
MS 7002  
P.O. Box 997377  
Sacramento, CA 95899-7377

C. The LHD and/or Local HPP Entity shall deposit advance federal fund payments received from CDPH into separate Trust Funds (hereafter called Federal Fund), established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed. CDPH requires that the LHD and/or Local HPP Entity set up separate Federal Funds for PHEP CDC and HPP funds.

D. The LHD and/or Local HPP Entity agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LHD and/or Local HPP Entity under this Agreement shall be deposited into the Federal Fund established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed.

- E. The interest earned on moneys in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- F. Any refunds, rebates, credits, or other amounts in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- G. Federal Fund reports will require the LHD and/or Local HPP Entity/City Auditor Controller's or other authorized signature, certifying each report's accuracy and availability of supporting documentation for the State's or the federal government's review.

## **2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act and/or other state statute of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDPH shall have no liability to pay any funds whatsoever to LHD and/or Local HPP Entity or to furnish any other considerations under this Agreement and LHD and/or Local HPP Entity shall not be obligated to perform any provisions of this Agreement except as to periods for which funding has been provided.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an Agreement amendment to LHD and/or Local HPP Entity to reflect the reduced amount.

## **3. Amounts Payable**

- A. The amount payable under this Agreement shall not exceed:
  - 1. \$136,200, CDC PHEP Base Allocation.
  - 2. \$154,699, HPP Allocation.
  - 3. \$62,466, State GF Pandemic Influenza Allocation.

## **4. Redirection of Funds**

Redirection of funds beyond the 10% line item/budget category allowance require prior approval by CDPH.

**5. Federal Cooperative Agreement Funds**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. The Agreement is valid and enforceable only if sufficient funds are made available to CDPH by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**6. Accountability Requirements**

- A. CDPH may recoup funds that are not spent for allowable purposes as specified in State statute and determined by CDPH. CDPH will notify the LHD and/or Local HPP Entity prior to recouping such funds.
- B. CDPH may withhold payments if the LHD and/or Local HPP Entity is not in compliance with the terms and conditions of this Agreement or the approved local funding Application, Work Plans and Budgets CDPH may withhold payments if the LHD cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the LHD's and/or Local HPP Entity's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify local health officials prior to withholding or reducing such payments.
- C. The LHD and/or Local HPP Entity shall return unexpended funds unless carry over or extension of such funds is approved by CDPH in accordance with federal requirements.
- D. The LHD and/or Local HPP Entity shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years.

## 7. Unobligated Balances

At any time during the term of this Agreement, CDPH may request LHDs and/or Local HPP Entity's to identify unspent funds both obligated and unobligated funds. The presentation of this information shall be in a manner prescribed by CDPH to include identification of all unspent funds.

## 8. Terms of Allocation Agreement

- A. **CDC PHEP:** This Agreement provides the local funding award for the CDC PHEP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014, unless grant is extended or funds are carried over according to provisions in State and federal law. Funds allocated under this Allocation Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; allowable carryover of PHEP funds will be dependent on federal provisions.
- B. **State GF Pandemic Influenza:** This Agreement provides the local funding award for the State GF Pandemic Influenza cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014. Funds allocated under this Agreement must be liquidated by June 30, 2015. In order for CDPH to liquidate funds by June 30, 2015, a final invoice must be received by CDPH on or before March 1, 2015. This provides LHDs with an additional year to liquidate funds for services rendered by June 30, 2014.
- C. **HPP:** This Agreement provides the local funding award for the HPP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. **All services must be rendered by and purchases encumbered by June 30, 2014**, unless grant is extended. Funds allocated under this Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; carryover of HPP funds is limited to 15% of the annual allocation.

County of Yuba

FY 2013-14

Agreement No. EPO 13-61

**Exhibit B, Attachment 1 Criteria for Payments**  
**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza**  
**2013-14 Allocation Agreement**

		<b>CDC PHEP Base and</b>	<b>Reference Lab Allocations</b>
<b>1st Payment</b>	<b>Criteria</b>	CDPH must receive following signed Agreement documents and the PHEP work plan & budget: <ul style="list-style-type: none"> <li>• Signed Agreement Page</li> <li>• Non Supplantation Certification Form</li> <li>• Certification Regarding Lobbying</li> <li>• Submission of PHEP Work Plan</li> <li>• Submission of PHEP Budget</li> </ul>	CDPH must receive following signed Agreement documents and the PHEP workplan & budget: <ul style="list-style-type: none"> <li>• Signed Agreement Page</li> <li>• Non Supplantation Certification Form</li> <li>• Certification Regarding Lobbying</li> <li>• Submission of PHEP Work Plan</li> <li>• Submission of PHEP Budget</li> </ul>
	<b>Payment</b>	25% of initial FY 13-14 CDC PHEP Base and/or CRI Allocation	25% of initial FY 13-14 Lab Allocation (not including lab trainees)
<b>2nd Payment</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>• 1st Payment Criteria must be met</li> <li>• the Work plan and Budget must be approved</li> <li>• All required application documents must be submitted</li> <li>• Receipt of FY 12-13 Year End Reports</li> <li>• Receipt of expenditure supporting documentation for 25% of 1st quarter PHEP Payment</li> </ul>	<ul style="list-style-type: none"> <li>• 1st Payment Criteria must be met</li> <li>• the Work plan and Budget must be approved</li> <li>• All required application documents must be submitted</li> <li>• Receipt of FY 12-13 Year End Reports</li> <li>• Receipt of expenditure supporting documentation for 25% of 1st quarter Lab Payment</li> </ul>
	<b>Payment</b>	50% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st quarter payment	50% of the total Lab Allocation (not including lab trainees) (includes carry-forward funds) less the 1st quarter Lab payment
<b>3rd Payment</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>• 1st &amp; 2nd Payment Criteria must be met</li> <li>• Receipt of FY 13-14 Mid-Year reports</li> <li>• Receipt of expenditure supporting documentation for 50% of the total allocation (including carry-forward funds).</li> </ul>	<ul style="list-style-type: none"> <li>• 1st &amp; 2nd Payment Criteria must be met</li> <li>• Receipt of FY 13-14 Mid-Year reports</li> <li>• Receipt of expenditure supporting documentation for 50% of the total Lab allocation (including carry-forward funds).</li> </ul>
	<b>Payment</b>	75% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st and 2nd quarter payments	75% of the total Lab Allocation (includes carry-forward funds) less the 1st and 2nd quarter payments
<b>Final Payment</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>• 1st, 2nd &amp; 3rd Payment Criteria must be met</li> <li>• Receipt of expenditure supporting documentation for 85% of the total PHEP allocation (including carry-forward funds).</li> </ul>	<ul style="list-style-type: none"> <li>• 1st, 2nd &amp; 3rd Payment Criteria must be met</li> <li>• Receipt of expenditure supporting documentation for 85% of the total Lab allocation (including carry-forward funds).</li> </ul>
	<b>Payment</b>	100% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st, 2nd, and 3rd quarter payments	100% of the total Lab Allocation (includes carry-forward funds) less the 1st, 2nd, and 3rd quarter payments

		Lab Trainee Stipends	Lab Training Assistance Grants
1st Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> <li>Signed Agreement documents</li> <li>Lab trainee(s) must be included in Lab budget</li> <li>A copy of the LFS letter approving the trainee</li> <li>Name and proposed hire date of the trainee</li> <li>A training plan that provides 6 months of training with a completion date no later than June 30, 2014.</li> <li>Only 12 traineeships available</li> </ul>	LHD must: <ul style="list-style-type: none"> <li>be an LRN Sentinel laboratory and submitted signed Agreement documents</li> <li>have applied for and received approval for at least one lab trainee stipend</li> <li>be a member of a training consortium with at least one other county</li> <li>indicate what other county(ies) are part of the consortium and provide a letter from at least one other consortium partner agreeing to the arrangement.</li> </ul>
	Payment	Award is dependent on number of trainees requested <b>AND</b> availability of traineeships <b>AND</b> submission of all required documents	Award is dependent on availability of assistantship funds <b>AND</b> meeting all requirements above
2nd Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
3rd Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
Final Payment	Criteria	N/A	N/A
	Payment	N/A	N/A

		<b>HPP</b>	<b>State GF</b>
<b>1st Payment</b>	<b>Criteria</b>	CDPH must receive following signed Agreement <ul style="list-style-type: none"> <li>• Signed Agreement Page</li> <li>• Non Supplantation Certification Form</li> <li>• Certification Regarding Lobbying</li> <li>• <b>Five Letters of Support (Refer to the FY 13-14 Application Guidance)</b></li> <li>• Submission of HPP Work Plan</li> <li>• Submission of HPP Budget</li> <li>• Submission of Health Care Facility (HCF) Form</li> </ul>	CDPH must receive following signed Agreement <ul style="list-style-type: none"> <li>• Signed Agreement Page</li> <li>• Non Supplantation Certification Form</li> <li>• Certification Regarding Lobbying</li> <li>• Submission of GF Pan Flu Work Plan</li> <li>• Submission of GF Pan Flu Budget</li> </ul>
	<b>Payment</b>	25% of HPP Allocation	25% of State GF Pandemic Influenza Allocation
<b>2nd Payment</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>• 1st Payment Criteria must be met</li> <li>• the HPP Work Plan and HPP Budget must be approved</li> <li>• An invoice with actual HPP expenditures above the 25% advance amount must be submitted to CDPH</li> <li>• Receipt of FY 12-13 Year End Reports</li> <li>• All required application documents must be submitted</li> </ul>	<ul style="list-style-type: none"> <li>• 1st Payment Criteria must be met</li> <li>• the CDC Work Plan and Budget must be approved</li> <li>• An invoice with actual State GF Pan Flu expenditures above the 25% advance amount must be submitted to CDPH</li> <li>• Receipt of FY 12-13 Year End Reports</li> <li>• All required application documents must be submitted</li> </ul>
	<b>Payment</b>	CDPH will pay the Local HPP Entity for actual expenditures above the 25% advance (e.g. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the local entity already received 25%). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures above the 25% advance (e.g. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the local entity already received 25%). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.
<b>3rd Payment</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>• 1st &amp; 2nd Payment Criteria must be met</li> <li>• Receipt of FY 13-14 Mid-Year reports</li> <li>• An invoice with actual HPP expenditures must be submitted to CDPH</li> </ul>	<ul style="list-style-type: none"> <li>• 1st &amp; 2nd Payment Criteria must be met</li> <li>• Receipt of FY 13-14 Mid-Year reports</li> <li>• An invoice with actual State GF Pan Flu expenditures must be submitted to CDPH</li> </ul>
	<b>Payment</b>	CDPH will pay the Local HPP Entity for actual expenditures (above the 2nd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 2nd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.
<b>Final Payment</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>• 1st, 2nd &amp; 3rd Payment Criteria must be met</li> <li>• Receipt of required Performance Measure reports</li> <li>• An invoice with actual HPP expenditures must be submitted to CDPH</li> </ul>	<ul style="list-style-type: none"> <li>• 1st, 2nd &amp; 3rd Payment Criteria must be met</li> <li>• An invoice with actual State GF Pan Flu expenditures must be submitted to CDPH</li> </ul>
	<b>Payment</b>	CDPH will pay the Local HPP Entity for actual expenditures (above the 3rd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 3rd payment) All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.



**Exhibit C**

**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding  
Additional Provisions**

**1. Additional Incorporated Exhibits**

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the LHD and/or Local HPP Entity with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file all documents referenced herein and any subsequent updates.

- A. 2013-14 Federal Guidance Documents:
  - CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs
- B. Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning
- C. Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness
- D. CDPH Guidance to LHDs and/or Local HPP Entities for CDC PHEP, State General Fund (GF) Pandemic Influenza, and/or HPP Program Funds.
- E. LHD's and/or Local HPP Entity's Public Health Emergency Preparedness Comprehensive Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to LHDs and/or Local HPP Entities for all attachments).

**2. Contract Amendments**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**3. Cancellation / Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from CDPH, LHD and/or Local HPP Entity shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. LHD and/or Local HPP Entity shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH' notification to LHD and/or Local HPP Entity. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, LHD and/or Local HPP Entity shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Agreement.

**4. Dispute Resolution Process**

- A. This provision supplements provision 15 of Exhibit D(F).
- B. CDPH may recoup from a LHD and/or Local HPP Entity any funds allocated pursuant to this article that are unspent or that are not expended for purposes specified in subdivision (d) of Section 101315 of the California Health and Safety Code.
- C. CDPH may also recoup funds expended by the LHD and/or Local HPP Entity in violation of subdivision (d) of Section 101315 of the California Health and Safety Code.
- D. CDPH may withhold quarterly payments of funds to a LHD and/or Local HPP Entity if the LHD and/or Local HPP Entity is not in compliance with

this article or the terms of that LHD's and/or Local HPP Entity's work plans as approved by CDPH.

- E. Before any funds are recouped or withheld from a LHD and/or Local HPP Entity, CDPH shall discuss with local health officials or Local HPP Entities the status of the unspent moneys or the disputed use of the funds, or both.

5. Financial and Compliance Audit Requirements

- A. Paragraph d of provision 16 in Exhibit D(F) is amended to read as follows:

The A-133 audit report must either include the PHEP, HPP and State General Fund Pandemic Influenza programs (as applicable to the contractor) at a minimum once every three years or a separate independent audit of these programs must be conducted according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations" at least once every three years. If an audit of the PHEP, HPP and State General Fund Pandemic Influenza programs has not been completed within the past two years from the date of this Agreement, an audit of the funds awarded for the period of July 1, 2012 through June 30, 2013 must be conducted and concluded no later than July 1, 2014, or according to the County schedule for the A-133 audit for this 2012-13 fiscal period (July 1, 2012 through June 30, 2013) if PHEP, HPP and State GF Pandemic Influenza funds are included in the A-133 Audit.

In addition, the A-133 or other independent audit must identify the Contractor's legal name and the number assigned to this Agreement and be sent annually to CDPH within 30 days after the completion of the audit. The LHD/HPP Entity shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.

**Special Terms and Conditions**

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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

**Index of Special Terms and Conditions**

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**1. Federal Equal Opportunity Requirements**

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

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

Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

### a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of

inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
  - (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.



- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this

Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

- (a) A local governmental entity or the federal government,
- (b) A State college or university from any State,
- (c) A Joint Powers Authority,
- (d) An auxiliary organization of a California State University or a California community college,
- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Entities of any type that will provide subvention aid or direct services to the public,
- (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.

- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
 

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection,

audit, and reproduction.

- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

## 8. Site Inspection

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

## 9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this

Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/performance, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining



CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the

representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **11. Air or Water Pollution Requirements**

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

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

### **12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional



materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

### **13. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

### **14. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

### **15. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

- (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

#### 16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
- (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
- (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
- (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in

Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

**17. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**18. Novation Requirements**

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

**19. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

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

- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

## 20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

## 21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

## 22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

## 23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement.

If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

**24. Officials Not to Benefit**

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

**25. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

## 29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

## 30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.



- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. **Earned/Accrued Compensation**
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
- If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.
- (b) **Example No. 2:**
- If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).
- (c) **Example No. 3:**
- If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

### 31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

#### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.



- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.
- b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

## CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Yuba  
Name of Contractor

Andy Vasquez, Jr.  
Printed Name of Person Signing for Contractor

EPO 13-61  
Contract / Grant Number


Signature of Person Signing for Contractor

Date

Chairman, Yuba County Board of Supervisors  
Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

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

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.		
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:  Congressional District, If known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, If known:			
<b>6. Federal Department/Agency</b>	<b>7. Federal Program Name/Description:</b>  CDFA Number, if applicable: _____			
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$			
<b>10.a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from 10a.)</i> <i>(Last name, First name, MI):</i>			
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____			
	<b>Print Name:</b> _____			
	<b>Title:</b> _____			
	<b>Telephone No.:</b> _____ <b>Date:</b> _____			
<table border="1" style="width: 100%;"> <tr> <td style="width: 60%; background-color: #cccccc;"><b>Federal Use Only</b></td> <td>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</td> </tr> </table>			<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)			

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**EXHIBIT E**

**2013-14 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding**

**NON-SUPPLANTATION CERTIFICATION FORM**

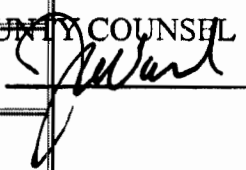
Yuba County Health and Human Services Department, Health Division

(City/County Name of Local Health Department and/or Local HPP Entity)

I hereby certify that the above-named Local Health Department (LHD) and/or Local HPP Entity shall not use funds allocated by the California Department of Public Health (CDPH) to supplant funding for existing levels of service and that funds shall only be used for the purposes specified in the Fiscal Year (FY) 2013-2014 PHEP, GF Pan Flu, and HPP Funding Agreement as approved by the CDPH.

I further certify that funds received shall be deposited in an interest-bearing Local Public Health Preparedness Trust Fund as per the Health and Safety Code, Section 101317 and expended only for the purposes stated in the LHDs and/or Local HPP Entity's Grant Application Work Plan and Budget, as approved by the CDPH.

**Chairperson, Board of Supervisors, Mayor of a City or designee:**

Signature:	
Printed Name: Andy Vasquez, Jr.	APPROVED AS TO FORM
Title: Chairman, Yuba County Board of Supervisors	ANGIL P. MORRIS-JONES
Phone: 530-749-6774	COUNTY COUNSEL
Date:	BY: 

Please return the original signed certification with your FY 2013-2014 PHEP, GF Pan Flu and HPP Funding Agreement Funding Agreement to:

California Department Public Health  
Emergency Preparedness Office  
Attn: Local Management Unit  
MS 7002  
P.O. Box 997377  
Sacramento, CA 95899-7377

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# The County of Yuba

374-13

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

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



**Michael Kinnison, M.D.**

Interim Health Officer  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** September 17, 2013

**SUBJECT:** Resolution of the Board of Supervisors Authorizing amendments and changes to the Memorandum of Understanding for Alternate Care Sites template

**RECOMMENDATION:** Board of Supervisors approval of the Resolution of the Board authorizing the Health and Human Services Department to make amendments and changes to the Memorandum of Understanding (MOU) for Alternate Care Sites (ACS) is recommended.

**BACKGROUND:** The Health and Human Services Department, Public Health Division, is the authority responsible for establishing government authorized alternate care sites within Yuba County. Designated sites will provide supportive care to individuals in the event of a large-scale catastrophe or public health emergency that exceeds the capacity of the County's local health facilities. In order to establish the sites, it is necessary for the County to enter into an MOU with facilities that will act as alternate care sites.

**DISCUSSION:** On May 12, 2009, the Board of Supervisors passed and adopted Resolution Number 2009-44 authorizing the use of the template MOU in the form incorporated therein by reference. Approval of this Resolution will allow amendments and changes to the ACS MOU template including but not limited to grammatical editing and the addition of legal citations.

**COMMITTEE:** The Human Services Committee recommended approval on September 10, 2013.

**FISCAL IMPACT:** The approval of this Resolution will not impact County Funds.

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

**RESOLUTION AUTHORIZING  
AMENDMENTS AND CHANGES TO THE  
MEMORANDUM OF UNDERSTANDING  
TEMPLATE FOR GOVERNMENT  
AUTHORIZED ALTERNATE CARE  
SITES THAT WAS ADOPTED BY  
REFERENCE IN BOARD RESOLUTION  
NO. 2009-44**

---

**Resolution No. \_\_\_\_\_**

**WHEREAS**, on May 12, 2009, the Yuba County Board of Supervisors passed and adopted Resolution Number 2009-44, authorizing the Yuba County Health and Human Services Department (YCHHSD) to establish government authorized Alternate Care Sites (ACS) for supportive care to individuals in the event of a large-scale catastrophe or public health emergency and further authorized the Director of YCHHSD to execute, on behalf of the County of Yuba, Memorandum(s) of Understanding (MOU) in the form incorporated therein by reference; and

**WHEREAS**, since the adoption of Resolution Number 2009-44, YCHHSD has found it necessary to make amendments and changes to the MOU template including but not limited to grammatical editing and the addition of legal citations.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors hereby authorizes amendments and changes be made to the MOU template that was attached and incorporated by reference in Resolution Number 2009-44.

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

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

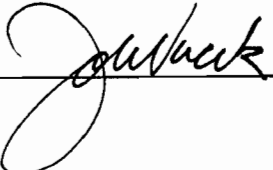
YUBA COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

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

By:  \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING FOR ALTERNATE CARE SITES

This Memorandum of Understanding (hereafter "MOU") is entered into by and between Yuba County, on behalf of its Health and Human Services Department, Public Health Division (hereafter YCHHSD) and (Name of Facility), (hereafter FACILITY), (address).

### RECITALS

#### WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. YCHHSD is the authority responsible for designating government authorized alternate care sites (ACS) within Yuba County to serve as a site where patient care can be provided to individuals impacted by a large-scale catastrophic emergency; and
- c. FACILITY has the capacity to serve as a government authorized ACS in the event that all other healthcare resources are exhausted.

THEREFORE, YCHHSD and FACILITY hereto mutually agree as follows:

**1. TERM.** This MOU shall be effective on \_\_\_\_\_, or when all parties have signed, whichever is later, and shall remain in effect until terminated in accordance with Provision 6, GENERAL PROVISIONS, Subsection A. This MOU shall be activated when a catastrophic emergency exists that requires the activation of a government authorized ACS to help absorb the patient load after all other healthcare resources have been exhausted.

**2. DESIGNATED REPRESENTATIVES.** The Director of the Yuba County Health and Human Services Department is the representative of YCHHSD and will administer this MOU for YCHHSD. (Name), is the authorized representative for FACILITY. Changes in designated representatives shall occur only by advance written notice to the other party.

**3. FACILITY.** FACILITY hereby acknowledges its intent to serve as a government authorized ACS in the event of a large-scale public health emergency and hereby agrees to do the following:

- A. FACILITY personnel will permit, upon the request of YCHHSD, the use of its physical facilities and equipment by YCHHSD as soon as possible after YCHHSD's request to establish a government authorized ACS.

Such facilities, associated systems and equipment shall include, but not be limited to:

- Buildings
  - Office equipment, including telephones, copy machines, computers, Internet services, and fax machines;
  - Tables, chairs, desks, cots, wheelchairs;
  - Refrigerators;
  - Forklifts and/or material handling equipment; and
  - Parking areas.
- B. FACILITY will designate a 24 hours/7 days a week contact person and provide updated information as available.
- C. FACILITY agrees to the modification or suspension of normal facility business activities in support of a government authorized ACS.
- D. Facility will authorize use of FACILITY resources and associated systems after appropriate orientation and training by FACILITY staff.

**4. YCHHSD agrees to do the following:**

- A. Provide a point of contact person to answer questions that FACILITY may have about these arrangements.
- B. FACILITY resources and associated systems (see Section 3.A. above) will only be used with facility management authorization and oversight to include appropriate orientation/training as needed.
- C. Ensure that any supplies and/or office equipment used by YCHHSD in support of the government authorized ACS are replaced or the cost of used equipment are reimbursed to FACILITY, contingent upon the receipt by YCHHSD of a request for payment from FACILITY with back-up documentation of actual costs incurred attached. Back-up documentation shall include, but is not limited to:
1. Phone and/or fax logs documenting the phone numbers dialed and/or received along with dates/times of use and the number of calls;
  2. Copy logs documenting the number of copies made, dates/times copies made and the size/type of paper used.
- D. Ensure that any post-event cleanup is performed.
- E. Provide training for personnel and volunteers who will staff the government authorized ACS.

## 5. LIABILITY.

- A. The Emergency Services Act, Government Code 8550 et seq. and Yuba County Ordinance Code Chapter 4.20 et seq. address immunity from liability for services rendered voluntarily in support of emergency operations during an emergency or disaster declared by the Governor and/or authorized local government officials including the County Board of Supervisors, Director of Emergency Services, and Health Officer.

## 6. GENERAL PROVISIONS.

- A. This Agreement may be terminated by either party by giving written notice at least ninety (90) days prior to the effective date of such termination.
- B. FACILITY agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program (IIPP).
  - The **IIPP** is a basic written workplace safety program. Title 8 of the California Code of Regulations (T8CCR), Subchapter 7, Section 3203 requires every employer to develop and implement an effective IIPP.

**7. NOTICES.** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

If to YCHHSD:

Yuba County Health and Human  
Services Department  
Attn: (Name), Director  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to FACILITY:

(Name)  
(Title)  
(Organization)  
(Address)

The parties to this MOU hereby agree to any and all provisions as stipulated above. THEREFORE, IN WITNESS WHEREOF, this MOU has been executed as follows:

(Name of Facility)

By: \_\_\_\_\_ on \_\_\_\_\_  
(Name/Title) Date

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: \_\_\_\_\_ on \_\_\_\_\_  
(Name), Director Date

Authorized pursuant to Yuba County Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones,  
County Counsel

*ref. copy*

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

AUTHORIZE THE DIRECTOR OF THE )  
YUBA COUNTY HEALTH AND HUMAN )  
SERVICES DEPARTMENT TO EXECUTE )  
MEMORANDUM OF UNDERSTANDING )  
FOR ALTERNATE CARE SITE AS )  
PART OF ITS PREPARATION IN THE )  
EVENT OF A PUBLIC HEALTH )  
EMERGENCY )  
\_\_\_\_\_ )

Resolution No. 2009-44

WHEREAS, the Public Health Division of the Health and Human Services Department has the authority to establish a government authorized Alternate Care Site (ACS) for supportive care to individuals in the event of a large-scale catastrophe or bio-event; and

WHEREAS, it is in the best interest of the residents of the County of Yuba that the public health infrastructure be prepared in the case of large-scale medical emergencies; and

WHEREAS, in order to ensure the preparedness of the public health infrastructure of the County, it is necessary to enter into Memorandum of Understanding with facilities located throughout the County to establish alternate care sites in the event that a public health emergency exists and the Public Health Division of the Health and Human Services Department is required to activate a government authorized ACS.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, that the Director of the Health and Human Services Department is

hereby authorized to execute, on behalf of the County of Yuba, Memorandum of Understanding for Alternate Care Sites in the form attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 12 day of May, 2009 by the following vote:

AYES: Supervisors Vasquez, Griego, Abe, Stocker

NOES: None

ABSENT: Nicoletti

County of Yuba

BY: [Signature]

Vice-Chair

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

BY: [Signature]

Deputy

APPROVED AS TO FORM:  
DANIEL G. MONTGOMERY  
COUNTY COUNSEL

[Signature]  
Per Harmon, Deputy

The foregoing Instrument is a Correct Copy  
of the original on file in this office  
ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors of the  
County of Yuba, State of California

By [Signature]

Date: May 14, 2009



## Memorandum of Understanding for Alternate Care Sites

This Memorandum of Understanding (hereafter "MOU") is entered into by and between Yuba County, on behalf of the Public Health Division of its Health and Human Services Department (hereafter YCHHSD), and (Name of Facility), (hereafter FACILITY), located at (address).

### RECITALS

#### WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. YCHHSD is the authority responsible for designating government authorized alternate care sites (ACS) within Yuba County to serve as a site where patient care can be provided to individuals impacted by a large-scale catastrophic emergency; and
- c. FACILITY has the capacity to serve as a government authorized ACS in the event that all other healthcare resources are exhausted.

THEREFORE, YCHHSD and FACILITY hereto mutually agree as follows:

**1. TERM.** This MOU shall be effective on \_\_\_\_\_ or when all parties have signed, whichever is later, and shall remain in effect until terminated in accordance with Provision 6, GENERAL PROVISIONS, Subsection A. This MOU shall be activated when a catastrophic emergency exists that requires the activation of a government authorized ACS to help absorb the patient load after all other healthcare resources have been exhausted.

**2. DESIGNATED REPRESENTATIVES.** (Name) is the representative of YCHHSD and will administer this MOU for YCHHSD. (Name) is the authorized representative for FACILITY. Changes in designated representatives shall occur only by advance written notice to the other party.

**3. FACILITY.** FACILITY hereby acknowledges its intent to serve as a government authorized ACS in the event of a large-scale public health emergency and hereby agrees to do the following:

- A. FACILITY personnel will, upon the request of YCHHSD, permit the use of its physical facilities and equipment by YCHHSD as soon as possible after YCHHSD's request for the requested FACILITY in order to establish a government authorized ACS.

Such facilities, associated systems and equipment shall include, but not be limited to:

- Buildings
  - Office equipment, including telephones, copy machines, computers, Internet services, and fax machines;
  - Tables, chairs, desks, cots, wheelchairs;
  - Refrigerators;
  - Forklifts and/or material handling equipment; and
  - Parking areas
- B. Designate a 24 hour/7 day contact person in the case of a public health emergency and update the information as necessary.
- C. FACILITY agrees to the modification or suspension of normal facility business activities in support of a government authorized ACS.

**4. YCHHSD agrees to do the following:**

- A. Provide a point of contact person to answer questions that FACILITY may have about these arrangements.
- B. FACILITY resources and associated systems will only be used with facility management authorization and oversight to include appropriate orientation/training as needed.
- C. Ensure that any supplies (including telephone charges, faxes, copy charges, etc.) that are used by YCHHSD in support of the government authorized ACS are replaced or the cost of said supplies are reimbursed to FACILITY, contingent upon the receipt by YCHHSD of a request for payment from FACILITY with back-up documentation of actual costs incurred attached.
- D. Ensure that any post-event cleanup that may be needed is performed.
- E. Provide training for personnel who will staff the government authorized ACS.

**5. LIABILITY.**

- A. The Emergency Services Act, Government Code 8550 et seq. addresses immunity from liability for services rendered voluntarily in support of emergency operations during an emergency or disaster declared by the Governor.

**6. GENERAL PROVISIONS.**

- A. This Agreement may be terminated by either party by giving written notice at least ninety (90) days prior to the effective date of such termination.

- B. FACILITY agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

**7. NOTICES.** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

If to YCHHSD:  
(Name)  
Director  
Yuba County Health and  
Human Services Department  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:  
County Counsel  
915 8<sup>th</sup> Street, Ste #111  
Marysville, CA 95901

If to FACILITY:  
(Name)  
(Title)  
(Organization)  
(Address)

The parties to this MOU hereby agree to any and all provisions as stipulated above. THEREFORE, IN WITNESS WHEREOF, this MOU has been executed as follows:

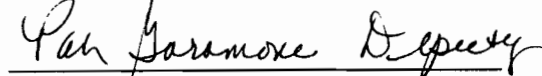
(Name of Facility)

By: \_\_\_\_\_ on \_\_\_\_\_  
(Name/Title) Date

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: \_\_\_\_\_ on \_\_\_\_\_  
Suzanne Nobles, Director Date

APPROVED AS TO FORM:



Daniel G. Montgomery  
County Counsel

Authorized pursuant to Yuba County Resolution No. 2009-44

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# LIVE UNITED



YUBA-SUTTER UNITED WAY

# Yuba-Sutter United Way<sup>375-13</sup>

1521 Butte House Road, Suite C  
Yuba City, CA 95993  
Phone (530) 743-1847 Fax (530) 743-0193  
[www.yubasutterunitedway.org](http://www.yubasutterunitedway.org)  
Tax ID #94-1668459

*Proudly serving the Yuba-Sutter community for 45 years!*

## PARTNER AGENCIES

American Red Cross of  
Northeastern California

Big Brothers Big Sisters of the  
Greater Sacramento Area

Casa de Esperanza

Central Valley Homeless  
Veterans Assistance Program

The Compassionate Friends

Craftsmen for Christ

Families for Early Autism Treatment, Inc.

Family SOUP

FREED Center for  
Independent Living

Girl Scouts  
Heart of Central California

Hands of Hope

Live Oak Child Development  
Center

NorCal Services for  
Deaf and Hard of Hearing

Pathways

Regional Emergency Shelter Team

Sacramento Valley Teen Challenge

The Salvation Army

Shady Creek Outdoor  
Education Foundation, Inc.

Sutter North Hospice's  
Carry On Children's Bereavement Group

Yuba-Sutter Children with Type 1 Diabetes  
Support Group and Resource Center

Yuba-Sutter Gleaners Food Bank, Inc.

Yuba-Sutter Legal Center for Seniors

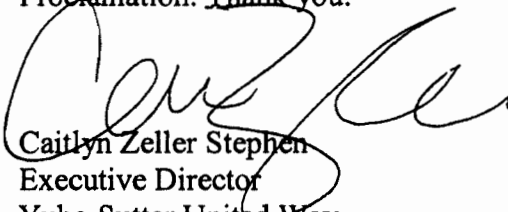
Yuba-Sutter Regional Arts Council

September 4, 2013

Donna Stottlemeyer  
Clerk of the Board  
Yuba County

Dear Donna,

Attached is a Proclamation recognizing Yuba-Sutter United Way for their 45 years of service to the citizens of Yuba and Sutter Counties. I respectfully request that the Yuba and Sutter County Boards of Supervisors and the Yuba City and Marysville City Councils jointly sign the above mentioned Proclamation. Thank you.



Caitlyn Zeller Stephen  
Executive Director  
Yuba-Sutter United Way

**PROCLAIMING THE MONTH OF SEPTEMBER 2013  
AS YUBA-SUTTER UNITED WAY MONTH**

**WHEREAS**, the Yuba-Sutter United Way began their first campaign in the Yuba-Sutter area in September of 1968 to raise funds for the support of local charitable organizations; and

**Whereas**, the Yuba-Sutter United Way advances the common good by creating opportunities for a better life for all; and

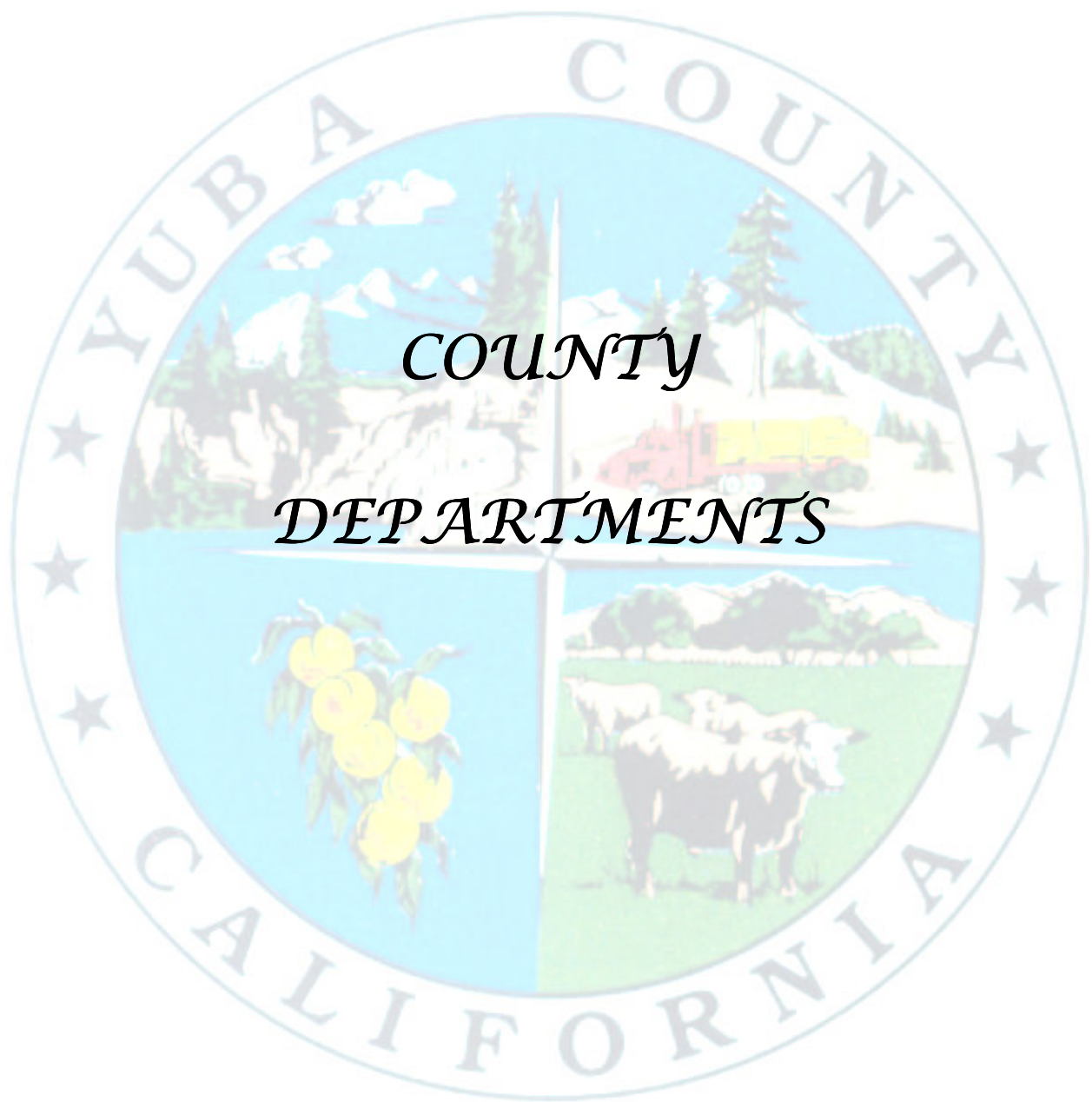
**WHEREAS**, 25 local non-profit organizations that promote stability, independence, health, advocacy, and food and shelter are currently receiving funding through the service of the Yuba-Sutter United Way; and

**WHEREAS**, the Yuba-Sutter United Way administers a Federal Emergency Food and Shelter Grant from FEMA totaling \$817,000 over the past five years for allocation to local non-profits that address emergency food and shelter needs; and

**WHEREAS**, September 2013, will mark the 45<sup>th</sup> year that the Yuba-Sutter United Way has improved the lives of our citizens through advocacy, charitable giving, and volunteerism.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Boards of Supervisors of the County of Yuba and the County of Sutter, and the City Councils of the City of Marysville and the City of Yuba City jointly issue this Proclamation to the YUBA-SUTTER UNITED WAY, and hereby declare the month of September 2013, as Yuba-Sutter United Way Month. We applaud, congratulate, and commend the leadership, staff, and volunteers of the Yuba-Sutter United Way, and join with them in celebration of their 45th year of service to our citizens.





*COUNTY*  
*DEPARTMENTS*

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## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services  
**Date:** September 17, 2013  
**Re:** Proposed Water Rate Increases

---

### Recommendation

Receive report from staff as to the impact of the proposed water increase upon the County facilities costs.

### Background

Over the last 12/13 fiscal year, the County spent \$133,351.34 on water and sewer charges for our facilities within in the City of Marysville served by the California Water Service Company (Cal Water). Of that total \$65,051.77 was for water only and \$68,299.57 spent on sewer cost.

Cal Water has proposed a 34.9% increase to their rates. If this increase is approved by the CPUC, the County will experience an overall rate increase of \$22,703.07.

### Discussion

Over the course of this same fiscal year, the County implemented several water conservation measures at the points of largest consumption; our jail and our Juvenile Hall. This has helped us realize about a 25 – 30% reduction in the water consumed at these sites. Without these measures, we would be anticipating an increase of closer to \$33,000.

The rate increase was not finalized at a time when departments were submitting their budgets for this new budget year, and an increase of this magnitude was not anticipated.

### Committee

Because of the complex nature of this item, it has been brought to the Board for consideration and discussion.

### General Fund Impact

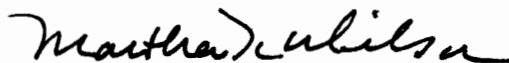
Water utility costs are paid directly by Administrative Services and then spread across the users through the A87 process. Rate increases will be felt by all departments.

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**YUBA COUNTY**  
**HUMAN RESOURCES & ORGANIZATIONAL**  
**SERVICES DEPARTMENT**

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

**TO:** Board of Supervisors  
**FROM:** Martha Wilson, Director of Human Resources  
**SUBJECT:** Equal Employment Opportunity and Plan  
**DATE:** May 14, 2013



**RECOMMENDATION**

Approve and re-affirm the Equal Employment Opportunity Policy and adopt the Equal Employment Opportunity Plan.

**BACKGROUND**

As required by the California Code of Regulations, Title 2: Division 5: Local Agency Personnel Standards, the County must have an Equal Employment Opportunity program that will assure fairness and non-discrimination in all aspects of our employment. Our EEO Plan (EEO Plan) is updated every two years to reflect the changing distribution of our county workforce and proactively ensure equal employment opportunity.

**DISCUSSION**

It is the policy of the County to maintain equal employment opportunity in public service positions by considering job applicants and employees for hiring and advancement on the basis of job-pertinent individual differences and not on the basis of extraneous factors such as race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, medical condition, age or disability. The County's recruitment and advancement programs ensure consideration is based on merit issues. In addition, the amended EEO Policy includes updates based on changes in requirements and expands the areas of coverage.

The establishment of an EEO Plan effectuates the principle of equal employment opportunity. The EEO Plan is a complete analysis of the County's workforce in comparison to the available community labor force to identify possible barriers to the participation of women and minorities in all levels of the workforce.

**COMMITTEE**

None – Administrative action only

**FISCAL IMPACT**

None – Administrative action only

**BEFORE THE BOARD OF SUPERVISORS**

**OF THE COUNTY OF YUBA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND  
REAFFIRMING THE EQUAL EMPLOYMENT  
OPPORTUNITY POLICY AND ADOPTING  
THE EQUAL EMPLOYMENT OPPORTUNITY  
PLAN**

**WHEREAS,** It is the policy of the Board of Supervisors that the County of Yuba shall provide Equal Employment Opportunity (EEO) to all its employees and applicants regardless of sex, race, color, ancestry, religious creed, national origin, age, marital status, sexual orientation, gender identity, political or religious opinions or affiliations, physical or mental disability, medical condition, the taking of family and medical leave per the Family and Medical Leave Act (FMLA), or any other factor unrelated to job performance, except where gender is a bona fide occupational qualification (the term "bona fide occupational qualification" will be construed in the same manner as defined under the Civil Rights Act of 1964 and Executive Order 11246 as amended); and

**WHEREAS,** It is the policy of the Board of Supervisors that the County of Yuba shall not discriminate against or tolerate the harassment of its employees or applicants for employment on the basis of sex, race, color, ancestry, religious creed, national origin, age, marital status, sexual orientation, gender identity, political or religious opinions or affiliations, physical or mental disability, medical condition, the taking of family and medical leave per the FMLA, or any other factor unrelated to job performance, except where gender is a bona fide occupational qualification; and

**WHEREAS,** It is the policy of the Board of Supervisors that the County of Yuba shall not discriminate in admission or access to, or operation of, its programs, services or activities; and

**WHEREAS,** The County of Yuba is committed to EEO, fair and impartial treatment, and non-discrimination for all existing and prospective employees as a necessary element in basic merit

**County of Yuba**  
Human Resources &  
Organizational Services  
915 8th. St., Suite 113  
Marysville, CA 95901



## **Equal Employment Opportunity Policy**

Amended September 17, 2013

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## **PURPOSE / SCOPE**

The County of Yuba is an equal opportunity employer and prohibits discriminatory employment based on protected status. The purpose of this Equal Employment Opportunity (EEO) Policy is to promote an atmosphere of nondiscrimination and fair treatment for all employees and applicants and persons providing services pursuant to a contract; assure compliance with federal and state equal opportunity requirements and regulations; and establish employment practices and tracking mechanisms to achieve the objectives of this policy, including an EEO Plan which commits Yuba County, its officers, and employees to support and pursue in good faith the basic guarantees of equal employment opportunity.

## **POLICY**

It is the policy of the Board of Supervisors that the County of Yuba shall:

- Provide equal employment opportunity to all its employees and applicants regardless of sex, race, color, ancestry, religious creed, national origin, age, marital status, sexual orientation, gender identity, political or religious opinions or affiliations, physical or mental disability, medical condition, genetic information, the taking of family and medical leave per the Family and Medical Leave Act (FMLA), or any other factor unrelated to job performance, except where gender is a bona fide occupational qualification (the term “bona fide occupational qualification” will be construed in the same manner as defined under the Civil Rights Act of 1964 and Executive Order 11246 as amended).
- Not discriminate against or tolerate the harassment of its employees or applicants for employment on the basis of sex, race, color, ancestry, religious creed, national origin, age, marital status, sexual orientation, gender identity, political or religious opinions or affiliations, physical or mental disability, medical condition, genetic information, the taking of family and medical leave per the Family and Medical Leave Act (FMLA), or any other factor unrelated to job performance, except where gender is a bona fide occupational qualification.
- Not discriminate in admission or access to, or operation of, its programs, services or activities.

The County of Yuba is committed to EEO, fair and impartial treatment, and non-discrimination for all existing and prospective employees as a necessary element in basic merit system principles. It is the County's intent to ensure all human resources policies, practices, and programs are administered and implemented in a fair, equitable and non-discriminatory manner.

The Board of Supervisors has established the Human Resources Director as the EEO Officer, who may designate an individual to assume a role on his/her behalf.

All aspects of human resource administration shall be fair and impartial. The principle of EEO shall apply with respect to all incidents of an employment relationship, including, but not limited to:

- Recruitment, including advertising or solicitation for employment;
- Job selection, hiring, and placement;
- Treatment during employment including the probationary period;
- Promotion and advancement;
- Compensation and benefits;
- Evaluation of work performance;
- Selection for training and other professional development opportunities;
- Discipline;
- Transfer, demotion, layoff, and termination;
- Application of personnel rules and regulations.

In addition, the County of Yuba will provide reasonable accommodations for employees and prospective employees with disabilities in an effort to enable them to successfully perform the essential functions of the job, benefit from training, or compete for a job opening or promotional opportunity.

## **DEFINITIONS**

### **Adverse Impact**

A statistical measure (such as those outlined in the EEO Commission's Uniform Guidelines on Employee Selection Procedures that is applied to the effects of a selection procedure and demonstrates a disproportional negative impact on any group defined in terms of protected status, ethnic group identification, gender or disability. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison, if the selection process has been established as job-related and a valid predictor of success, or is the result of a bona fide occupational qualification.

### **Business Necessity**

Circumstances which justify an exception to the requirements of EEO because compliance would result in substantial additional financial cost to the County or pose a significant threat to human life or safety. Business necessity requires greater financial cost than mere business convenience. Business necessity does not exist where there is an alternative that will serve business needs equally well.

### **Diversity**

A condition of broad inclusion in an employment environment that offers equality and respect for all persons. A diverse community recognizes the benefits that flow from employee populations that are varied by race, gender, disability status, belief, age, national origin, cultural background, life experience, sexual orientation, gender identity and other enriching characteristics.

**EEO-4 Report**

A survey required by the Equal Employment Opportunity Commission which indicates the composition of the agency's work force by sex and by race/ethnic category. This survey is conducted biennially in every odd-numbered year.

**Equal Employment Opportunity**

All qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that foster cooperation, acceptance, democracy, and free expression of ideas and that is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination.

**Equal Employment Opportunity Plan**

A written document in which a County's workforce is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.

**Equal Employment Opportunity Program**

All of the various methods by which equal employment opportunity is ensured.

**Ethnic Group Identification**

An individual's identification in one or more of the ethnic groups distinguished in the EEO reporting requirements. These groups are defined consistent with state and federal law.

**Ethnic Minorities**

American Indians or Alaskan Natives, Asians or Pacific Islanders, Blacks/African-Americans and Hispanics/Latinos, or categories as currently defined by the Equal Employment Opportunity Commission.

**Monitored Group**

Those groups identified by the EEOC for which monitoring and reporting is required pursuant to Title VII of the Civil Rights Act.

**Screening or Selection Procedures**

Any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to, traditional paper and pencil exams; performance exams; physical, educational, and work experience requirements; supplemental questionnaires; interviews and review of application forms.

**Significantly Underrepresented Group**

Any monitored group for which the percentage of persons from that group employed by the County in any job category as defined by the EEOC, is below eighty percent (80%) of the projected representation for that group in the job category in question.

## **EXEMPTIONS / EXCLUSIONS**

Exemptions as recognized by current law, including business necessity and bona fide occupational qualifications.

## **RESPONSIBILITIES**

This policy reflects the County's commitment to equal employment opportunity. It is the County's belief that taking active and vigorous steps to ensure equal employment opportunity and to create a working and public service environment, which is welcoming to all, will foster diversity and promote excellence. To achieve the goal of equal employment, Yuba County employees will be guided by the following responsibilities:

### **Board of Supervisors**

- Commit Yuba County, its officers, and employees to support and pursue in good faith the basic guarantees of equal employment opportunity;
- Pledge their support to the objectives of the EEO Policy;
- Provide, within budgetary constraints, the necessary financial and staff support needed for the effective implementation of the EEO Plan;

### **County Administrator**

- Pledge the cooperation of all department heads, supervisors, and employees in the achievement of this policy's objectives; and
- Assure that each department head takes such action as is necessary to achieve the policy's objectives.

### **Human Resources Director/ EEO Officer**

- Initiate, coordinate and evaluate the County's employment and promotional procedures to ensure that all employees and applicants receive the benefits of equal employment opportunities;
- Establish, evaluate, update and monitor the EEO Policy and EEO Plan;
- Audit, in conjunction with the EEO-4 report in odd-numbered years, the personnel and employment practices for the County and update the EEO Plan for recommendation to the Board of Supervisors based upon audit results;
- Work to resolve internal and external complaints of alleged discrimination or harassment;
- Arrange, conduct and evaluate activities related to equal employment opportunity programs and nondiscrimination policies; and
- Make presentations to County management, employees, and community groups.

### **Human Resources Staff**

- Work with management and/or consultative committees to develop and implement the EEO Policy and Plan;
- Develop and review Human Resources policies and procedures;

- Provide policy direction on attainment of equal employment opportunities in each department;
- Integrate the EEO Policy and practices into human resource management practices and County programs;
- Provide training to department managers and supervisors on the requirements of the EEO Policy and EEO Plan;
- Research EEO matters and keep management informed of developments in EEO;
- Provide statistical and other human resources information to allow the Board of Supervisors to develop and monitor the EEO Plan;
- Investigate discrimination complaints filed with the County;
- Review classification specifications to ensure requirements are relevant to the job;
- Assure County's recruitment practices provide for equal consideration of all qualified applicants;
- Analyze County jobs and selection procedures in order to develop job related selection standards that remove artificial, arbitrary or unnecessary barriers to employment;
- Ensure elements of the examination/recruitment process are directly related to job duties and requirements and are administered fairly to all qualified applicants;
- Select examination and interview panel members based on their knowledge and abilities and/or as subject matter experts;
- Ensure that all personnel actions involving compensation, benefits, transfers, layoffs, and County sponsored training are administered without regard to sex, race, color, ancestry, religious creed, national origin, age, marital status, sexual orientation, gender identify, political or religious opinions or affiliations, physical or mental disability, medical condition, the taking of family and medical leave per the Family and Medical Leave Act, or any other factor unrelated to job performance, except where gender is a bona fide occupational qualification; and
- Assure equal compensation and benefits based on job responsibility without regard to minority preference.

#### **Supervisors**

- Ensure that the principles covered in the EEO Policy and EEO Plan are upheld;
- Ensure equality of employment and promotional opportunities, and that no unlawful discrimination occurs in employment practices;
- Report any employment discrimination or harassment complaint to the EEO Officer.
- Initiate steps to foster and maintain a work climate that is conducive to achieving equal employment opportunities, employee job satisfaction and fair treatment and a workplace free from discrimination or harassment;

#### **Management (in addition to the above):**

- Post this EEO policy and federal and state notice of Equal Employee Opportunity in the workplace.

**Employees**

- Comply with its terms of the County's Equal Employment Opportunity Policy ;
- Support a work climate that is conducive to achieving equal employment opportunities and a workplace free from discrimination or harassment;
- Are encouraged to report conduct which is prohibited by this policy whether or not they are personally involved to his/her supervisor or the County EEO Officer.
- Cooperate completely in any investigation of violations of this policy.

**EEO PLAN PURPOSE**

The County shall take positive measures toward ensuring that equal opportunity is incorporated into all personnel policies and practices by the development and implementation of an EEO Plan. The purpose of the EEO Plan will be to commit the County of Yuba to a program that makes equal employment opportunity a reality for all County employees and prospective employees. To properly serve a growing diverse population, the County will endeavor to hire and retain staff who are sensitive to, and knowledgeable of, the needs of the continually changing community it serves. The plan will accomplish this purpose by:

- Reaffirming the County's commitment to Equal Employment Opportunity in its employment practices, program operations, and service delivery systems;
- Define specific action steps to promote a work environment that is free from all forms of discrimination, eliminate unnecessary, arbitrary or artificial practices that affect applicants and employees, increase employee awareness and acceptance;
- Acknowledge the EEO occupational job categories where all employees, including minorities and women, continue to be under-represented and recommend recruitment, retention and career development solutions to address these areas;
- Recognize the County's workforce by fostering and supporting programs that enhance diversity; and
- Assign responsibility and accountability for the success of the EEO Plan to department heads, managers and supervisors.

**PROCEDURES**

The procedures below are part of a constantly evolving process to monitor the EEO Policy and Plan impact. Therefore, such procedures serve only as guidelines and are subject to change based on plan needs and state and federal requirements as deemed appropriate by the EEO Officer.

**Recruitment Process (including Promotional Recruitments)**

- Applicants will be requested to complete a Voluntary Equal Employment Opportunity Data form with their initial application.
- Human Resources will compile EEO information on applicants.
- Human Resources will analyze EEO data for each step in the recruitment process (i.e. application screening, examination etc.) to determine if adverse impact has occurred.

### **Performance Standards**

- The Human Resources Department will review performance evaluation ratings to determine if there is an adverse impact.

### **Discipline**

- The Human Resources Department will review the disciplinary to determine if there is an adverse impact.

### **Employment/EEO-4 Report**

- New employees will be requested to complete a Voluntary Equal Employment Opportunity Data form at time of hire.
- In odd-numbered years, Human Resources will compile EEO data per EEO-4 Instructions. This may require a survey of unidentified employees and/or assigning categories as appropriate.
- Human Resources will submit the EEO-4 report by the deadline.
- Human Resources will compare workforce data to the most recent United States Census Data for local employment availability per EEOC guidelines.
- Human Resources will update the EEO Plan with revised statistics and revised procedures and plan accordingly.

## **TRAINING**

This policy and the EEO Plan will be available on the Yuba County Intranet and Internet and provided to all new employees during New Employee Orientation.

## **FORMS USED**

EEO-4

Equal Employment Opportunity Data

## **REFERENCES/RESOURCES**

The County maintains EEO compliance with all associated Laws and Regulations, as may be amended from time-to-time. These include:

### **Age Discrimination in Employment Act 1967**

Protects employees 40-65 years of age from discrimination. Later amended to age 70 (1978), then amended (1986) to eliminate the upper age limit altogether.

### **Age Discrimination in Employment Act of 1978**

Increased mandatory retirement age from 65 to 79. Later amended (1986) to eliminate upper age limit.

### **Americans with Disabilities Act of 1990**

Prohibits discrimination based on a disability.

**California Civil Rights Initiative – Proposition 209 - California**

Amended the California Constitution to prohibit public entities from using race, sex, color, ethnicity or national origin as a basis for either discriminating against, or granting preferential treatment to any individual or group in the operation of the State's system of public employment, public education, or public contracting.

**California Family Rights Act of 1991 (CFRA) - California**

Generally provides that eligible employees have the right to take family care leave for up to 12 weeks in a 24-month period in connection with the employee's own serious health condition, birth of the employee's child, the adoption of a child by the employee, or the serious illness of the employee's child; or to care for the employee's parent or spouse who has a serious medical condition.

**Civil Rights Act of 1964**

Title VII prohibits employment discrimination in hiring, compensation, and terms, conditions, or privileges of employment based on race, religion, color, sex, or national origin.

**Civil Rights Act of 1991**

Amended Title VII and the ADA to allow jury trials and compensatory and punitive damages awards in intentional discrimination cases.

**Equal Pay Act of 1963**

Prohibit discrimination on account of sex in the payment of wages by employers.

**Equal Employment Opportunity Act of 1972**

Empowered the EEOC.

**Executive Order 11246**

Prohibits discrimination on the basis of race, religion, color, and national origin, by federal agencies as well as those working under federal contracts.

**Executive Order 11375**

Added sex-based discrimination to E.O. 11246.

**Fair Employment and Housing Act - California**

Prohibits employment bias on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex (including sexual harassment), age or pregnancy.

**Family and Medical Leave Act (FMLA) of 1993**

Requires employers covered under the legislation to provide up to 12 weeks of unpaid leave, job-protected leave to employees for certain family and medical reasons.



**Genetic Information Nondiscrimination Act of 2008 (GINA)**

Prohibits use of genetic information in making decisions about health insurance and employment and restricts the acquisition and disclosure of genetic information, even if the employer never uses the information.

**Pregnancy Disability Leave (PDL) - California**

Allows for up to 16 weeks of leave for a pregnancy-related medical disability.

**Pregnancy Discrimination Act of 1978**

Afforded EEO protection to pregnant workers and requires pregnancy to be treated like any other disability.

**Vietnam Veterans Readjustment Act of 1974**

Provided for equal employment opportunities for Vietnam War veterans. Administered and enforced by the Officer of Federal Contract Compliance.

**Vocational Rehabilitation Act of 1973**

Prohibits employers who have federal contract greater than \$2,500 from discriminating against individuals with handicaps, racial minorities, and women.

**REVISION RECORD**

Revision Date: 8/1/2010

Revision Date: 9/17/2013

## **Appendix A – EEO Plan**

**COUNTY OF YUBA  
EQUAL EMPLOYMENT OPPORTUNITY PLAN**



**INTRODUCTION**

Grant Title:	Multiple	Grant Number:	Multiple
Grantee Name:	Yuba County	Award Amount:	Multiple
Address:	915 8 <sup>th</sup> Street Marysville, CA 95901	Telephone #:	(530) 749-7860
Contact Person:	Martha Wilson		
Date and effective duration of EEO Plan: September 2013 through September 2015			

**Policy Statement**

Yuba County has a merit system in which personnel actions, except for a limited number of unclassified appointments, are taken based upon merit and fitness. Yuba County, through its Board of County Supervisors, sets policy for all employment actions affecting Yuba County departments including elected and appointed offers and for Yuba County employees. The Board of Supervisors hereby reaffirms its commitment to equal employment opportunity.

It is the policy of Yuba County to be fair and impartial in recruitment, retention, examination, appointment, training, promotion, compensation, discipline and any other aspect of human resources administration.

As an Equal Employment Opportunity Employer, Yuba County does not discriminate on the basis of sex, race, color, ancestry, religious creed, national origin, age, marital status, sexual orientation, gender identity, medical condition, the taking of family and medical leave, or any other factor unrelated to job performance, except where gender is a bona fide occupational qualification.

This Equal Employment Opportunity (EEO) Plan commits Yuba County, its officers, and employees to support and pursue in good faith the basic guarantees of equal employment opportunity.

As Human Resources Director, my signature below shall signify that Yuba County is working together in support of this program.

This EEO Plan will remain in force and effect through September 30, 2015 or until further revision or amendment by the Board of Supervisors.

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Martha K. Wilson, Human Resources Director / Risk Manager

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Date

# YUBA COUNTY WORKFORCE STATISTICS 2013

	Male (356)					Female (482)				
	White	Black	Hispanic	Asian	AM IND	White	Black	Hispanic	Asian	AM IND
<b>Officials/Administrators</b>										
Workforce #	41	0	2	5	1	24	3	3	1	0
Workforce %	51.25%	0.00%	2.50%	6.25%	1.25%	30.00%	3.75%	3.75%	1.25%	0.00%
<b>Professionals</b>										
Workforce #	73	6	9	11	1	97	4	24	15	2
Workforce %	30.17%	2.48%	3.72%	4.55%	0.41%	40.08%	1.65%	9.92%	6.20%	0.83%
<b>Technicians</b>										
Workforce #	2	0	1	2	0	6	0	0	0	0
Workforce %	18.18%	0.00%	9.09%	18.18%	0.00%	54.55%	0.00%	0.00%	0.00%	0.00%
<b>Protective Service Sworn</b>										
Workforce #	98	6	17	10	3	22	1	3	2	0
Workforce %	60.49%	3.70%	10.49%	6.17%	1.85%	13.58%	0.62%	1.85%	1.23%	0.00%
<b>Protective Service Non Sworn</b>										
Workforce #	1	0	0	0	0	7	0	1	0	0
Workforce %	11.11%	0.00%	0.00%	0.00%	0.00%	77.78%	0.00%	11.11%	0.00%	0.00%
<b>Administrative Support</b>										
Workforce #	8	1	6	5	1	183	7	38	15	6
Workforce %	2.96%	0.37%	2.22%	1.85%	0.37%	67.78%	2.59%	14.07%	5.56%	2.22%
<b>Skilled Craft</b>										
Workforce #	14	1	2	0	0	2	0	0	0	0
Workforce %	73.68%	5.26%	10.53%	0.00%	0.00%	10.53%	0.00%	0.00%	0.00%	0.00%
<b>Service/Maintenance</b>										
Workforce #	18	0	8	2	1	5	3	5	1	2
Workforce %	40.00%	0.00%	17.78%	4.44%	2.22%	11.11%	6.67%	11.11%	2.22%	4.44%

# YUBA & SUTTER COUNTY

## 2010 COMMUNITY LABOR STATISTICS

	Male					Female				
	White	Black	Hispanic	Asian	AM IND	White	Black	Hispanic	Asian	AM IND
<b>Officials/Administrators</b>										
#	3180	80	465	345	34	2120	20	250	124	115
%	46.80%	1.18%	6.84%	5.08%	0.50%	31.20%	0.29%	3.68%	1.82%	1.69%
<b>Professionals</b>										
#	2615	35	295	354	95	4020	95	635	450	135
%	29.48%	0.39%	3.33%	3.99%	1.07%	45.32%	1.07%	7.16%	5.07%	1.52%
<b>Technicians</b>										
#	545	75	65	85	0	845	50	235	50	50
%	26.59%	3.66%	3.17%	4.15%	0.00%	41.22%	2.44%	11.46%	2.44%	2.44%
<b>Protective Service Sworn</b>										
#	855	15	205	75	20	150	0	60	0	8
%	61.51%	1.08%	14.75%	5.40%	1.44%	10.79%	0.00%	4.32%	0.00%	0.58%
<b>Protective Service NS</b>										
#	35	0	0	0	0	60	0	0	0	0
%	36.84%	0.00%	0.00%	0.00%	0.00%	63.16%	0.00%	0.00%	0.00%	0.00%
<b>Administrative Support</b>										
#	3790	190	980	994	150	8035	334	2020	1150	255
%	20.93%	1.05%	5.41%	5.49%	0.83%	44.38%	1.84%	11.16%	6.35%	1.41%
<b>Skilled Craft</b>										
#	4380	175	1145	424	215	230	4	38	85	0
%	64.13%	2.56%	16.76%	6.21%	3.15%	3.37%	0.06%	0.56%	1.24%	0.00%
<b>Service/Maintenance</b>										
#	6365	255	2795	1170	515	4420	280	1685	870	175
%	34.07%	1.37%	14.96%	6.26%	2.76%	23.66%	1.50%	9.02%	4.66%	0.94%

# YUBA COUNTY WORKFORCE UTILIZATION ANALYSIS 2013

Job Category	Male					Female				
	White	Black	Hispanic	Asian/PI	AM IND	White	Black	Hispanic	Asian/PI	AM IND
Officials/Administrators										
Workforce %	51.25%	0.00%	2.50%	6.25%	1.25%	30.00%	3.75%	3.75%	1.25%	0.00%
Community LF%	46.80%	1.18%	6.84%	5.08%	0.50%	31.20%	0.29%	3.68%	1.82%	1.69%
Utilization %	4.45%	-1.18%	-4.34%	1.17%	0.75%	-1.20%	3.46%	0.07%	-0.57%	-1.69%
Professionals										
Workforce %	30.17%	2.48%	3.72%	4.55%	0.41%	40.08%	1.65%	9.92%	6.20%	0.83%
Community LF%	29.48%	0.39%	3.33%	3.99%	1.07%	45.32%	1.07%	7.16%	5.07%	1.52%
Utilization %	0.68%	2.08%	0.39%	0.55%	-0.66%	-5.24%	0.58%	2.76%	1.13%	-0.70%
Technician										
Workforce %	18.18%	0.00%	9.09%	18.18%	0.00%	54.55%	0.00%	0.00%	0.00%	0.00%
Community LF%	26.59%	3.66%	3.17%	4.15%	0.00%	41.22%	2.44%	11.46%	2.44%	2.44%
Utilization %	-8.40%	-3.66%	5.92%	14.04%	0.00%	13.33%	-2.44%	-11.46%	-2.44%	-2.44%
Protective Service Sworn										
Workforce %	60.49%	3.70%	10.49%	6.17%	1.85%	13.58%	0.62%	1.85%	1.23%	0.00%
Community LF%	61.51%	1.08%	14.75%	5.40%	1.44%	10.79%	0.00%	4.32%	0.00%	0.58%
Utilization %	-1.02%	2.62%	-4.25%	0.78%	0.41%	2.79%	0.62%	-2.46%	1.23%	-0.58%
Protective Service Non Sworn										
Workforce %	11.11%	0.00%	0.00%	0.00%	0.00%	77.78%	0.00%	11.11%	0.00%	0.00%
Community LF%	36.84%	0.00%	0.00%	0.00%	0.00%	63.16%	0.00%	0.00%	0.00%	0.00%
Utilization %	-25.73%	0.00%	0.00%	0.00%	0.00%	14.62%	0.00%	11.11%	0.00%	0.00%
Administrative Support										
Workforce %	2.96%	0.37%	2.22%	1.85%	0.37%	67.78%	2.59%	14.07%	5.56%	2.22%
Community LF%	20.93%	1.05%	5.41%	5.49%	0.83%	44.38%	1.84%	11.16%	6.35%	1.41%
Utilization %	-17.97%	-0.68%	-3.19%	-3.64%	-0.46%	23.40%	0.75%	2.92%	-0.80%	0.81%
Skilled Craft										
Workforce %	73.68%	5.26%	10.53%	0.00%	0.00%	10.53%	0.00%	0.00%	0.00%	0.00%
Community LF%	64.13%	2.56%	16.76%	6.21%	3.15%	3.37%	0.06%	0.56%	1.24%	0.00%
Utilization %	9.56%	2.70%	-6.24%	-6.21%	-3.15%	7.16%	-0.06%	-0.56%	-1.24%	0.00%

## YUBA COUNTY WORKFORCE UTILIZATION ANALYSIS 2013

Job Category	Male					Female				
	White	Black	Hispanic	Asian/PI	AM IND	White	Black	Hispanic	Asian/PI	AM IND
Service/Maintenance										
Workforce %	40.00%	0.00%	17.78%	4.44%	2.22%	11.11%	6.67%	11.11%	2.22%	4.44%
Community LF%	34.07%	1.37%	14.96%	6.26%	2.76%	23.66%	1.50%	9.02%	4.66%	0.94%
Utilization %	5.93%	-1.37%	2.82%	-1.82%	-0.53%	-12.55%	5.17%	2.09%	-2.44%	3.51%

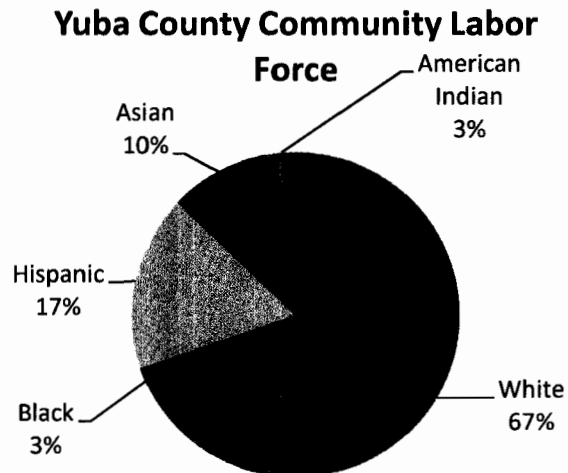
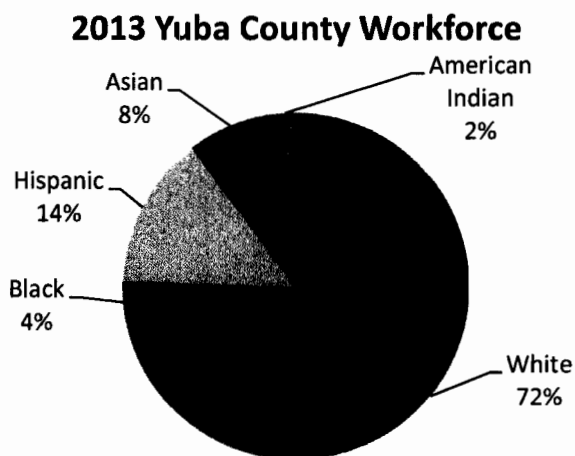
## **UTILIZATION ANALYSIS – NARRATIVE**

Comparisons of the Yuba County workforce to the community labor statistics for Yuba County and Sutter County have identified underutilization of males, females and minorities in several categories as outlined below. Community labor statistics derived from the 2010 census data show that the Black and American Indian/Alaska Native populations are proportionately small in Yuba County (3% or less - see chart below). Therefore, identified areas of underutilization are primarily restricted to specific job categories.

<b>*Labor Force Statistics EEO-4 Groups by Race/Sex 2010 Census of Population Database<sup>1</sup></b>	
<b>Factor</b>	<b>Community Labor Force</b>
White	66%
Black	3%
Hispanic	17%
Asian	10%
American Indian	3%

Underutilization of a group in a specific category is identified where there is a corresponding labor market of at least 3 percent for Yuba County to draw from, and the labor force is under-represented by at least 2 percent. Although the emphasis of this plan focuses on the larger areas of under-representation based on a gender or a minority population base of 3 percent or more, Yuba County will continue to explore ways of communicating job opportunities and facilitating employment opportunities among all gender, race, and ethnic groups. The overall goal of the County is to obtain a diverse workforce reflective of its community.

This section analyzes the County's progress in its efforts to provide a diverse workforce reflective of its community by comparing the 2013 Yuba County workforce to the available community labor force by ethnicity, gender and occupational categories; and identifies areas exceeding representation and those under-represented.



<sup>1</sup> Community Labor Force Statistics extrapolated from the Bureau of Labor Statistics 2010 census data as instructed by Office of Civil Rights.

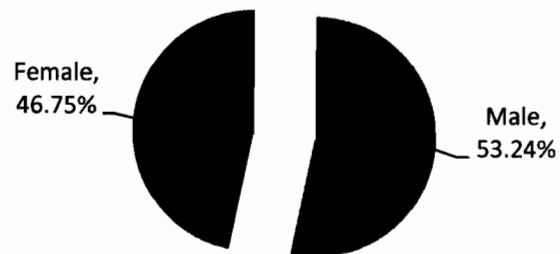


- The combined 2013 Yuba County minority employee workforce is 28% which is below the available community labor force of 33%.
- Yuba County employee representation exceeds the available community labor force for:
  - Black / African American
- Yuba County employee representation is below the available workforce for:
  - Hispanic / Latino
  - Asian / Pacific Islander
  - American Indian / Native American

**Yuba County 2013  
Workforce**



**Yuba County Community  
Labor Force**



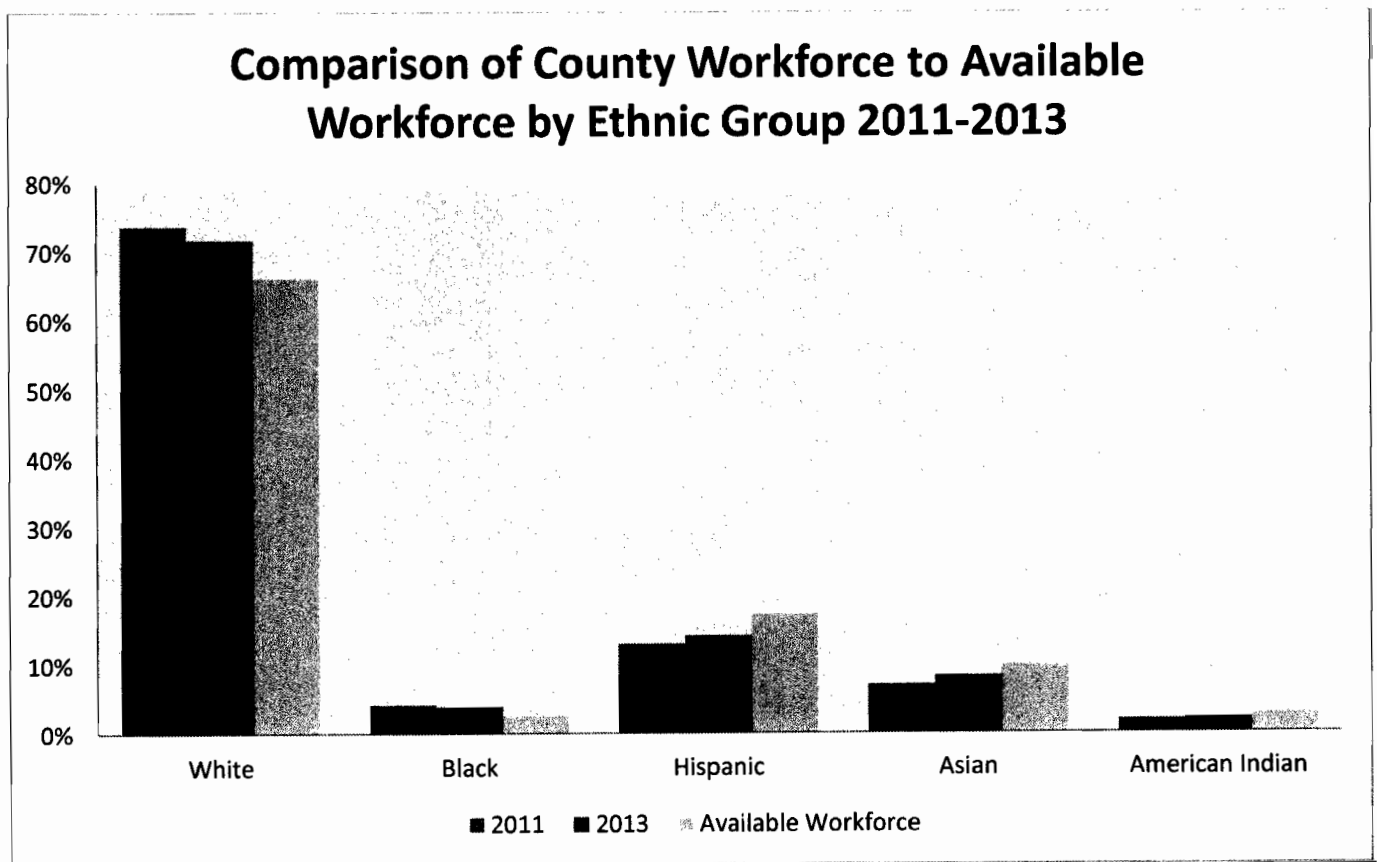
- From an overall gender perspective, females constitute a greater percentage of the Yuba County employee workforce than males; according to the 2010 census data, females make up 46.75% of the community labor force while females make up 57.52% of the Yuba County employee workforce.
- While male employee representation is below the available community labor force by 10%, Yuba County welcomes the opportunity to increase the representation of all males in those categories where they are under-represented.

After reviewing the results of the utilization analysis, the following occupational categories have been identified as areas of concern when compared to ethnicity:

- **Officials/Administrators:** Yuba County demonstrates an under-representation of Hispanic males by 4.34% in this job category.
- **Professionals:** Yuba County demonstrates an under-representation of White females by 5.24% in this category.
- **Technicians:** Yuba County demonstrates an under-representation of White males by 8.40%, Black males by 3.66%, and Hispanic females by 11.46% in this category. Yuba County only contains 11 positions in this category, making statistical significance difficult to determine.
- **Protective Services - Sworn:** Yuba County demonstrates an under-representation of Hispanic males by 4.25% and Hispanic females by 2.46% in this category.

- **Protective Services – Non-Sworn:** Yuba County demonstrates an under-representation of White males by 25.73%. Yuba County only contains 9 positions in this category, making statistical significance difficult to determine.
- **Administrative Support:** Yuba County demonstrates an under-representation of White males by 17.97%, Hispanic males by 3.19%, and Asian males by 3.64% in this category.
- **Skilled Craft:** Yuba County demonstrates an under-representation of Hispanic males by 6.24%, Asian males by 6.21%, and American Indian males by 3.15% in this category. Yuba County only contains 19 positions in this category, making statistical significance difficult to determine.
- **Service/Maintenance:** Yuba County demonstrates an under-representation of White females by 12.55% and Asian females by 2.44% in this category.

Since the last review, Yuba County has made strides in recruiting and retaining employees that more accurately reflect the surrounding community. The chart below illustrates the comparison of the County's workforce from 2011 to 2013. As the Census tables were updated in 2010, we are unable to accurately compare data to the 2003-2009 statistics previously utilized, which were calculated using the 2000 Census. The 2010 Census update also included changes to how jobs were categorized resulting in significant changes in the distribution of our workforce among the job categories. Additionally, the Available Workforce has been expanded to include Sutter County to more closely match the residence compilation of our workforce, whereas prior EEOP's considered Yuba County exclusively.



- The combined minority employee workforce for Yuba County has increased 2% between 2011 and 2013.
- Hispanic employee representation has increased 1%, bringing these categories closer to parity with the available community labor force and exceeding the available community labor force representation in three categories.
- Black / African American employee representation has slightly declined but still exceeds the available community labor force overall and in six categories.
- Asian American employee representation has increased 1%, bringing these categories closer to parity with the available community labor force and exceeding the available community labor force representation in four categories.
- American Indian employee representation has remained the same, exceeding representation in two occupational categories.
- White employee representation has decreased 2%, and exceeds the available community labor force and representation in five occupational categories.

## **OBJECTIVES**

Yuba County is committed to a workforce that closely reflects the available community labor force. It is our goal to increase representation in the areas underutilized. The following identifies objectives that support the County's commitment to achieve a workforce reflective of the community it serves.

- The County will evaluate areas of underutilization as identified above, and will continue to review recruitment, examination, selection, promotion, compensation and training practices and policies to ensure equal opportunity for persons in all aspects of employment and career advancement.
- Because Hispanic males and females are under-represented in several occupational categories and American Indian males and females and Asian males and females are generally under-represented, the County will evaluate its recruitment advertising practices to more effectively target these labor groups.
- Although White males and females are represented in double-digit percentages, they are under-represented in a few occupational categories. So, recruitment efforts should be increased by outreaching to these populations through the various action items listed in the Steps to Achieve Utilization section.
- Increase employment opportunities of all qualified persons by eliminating non job-related factors, conditions and requirements from all position specifications.

## **STEPS TO ACHIEVE UTILIZATION**

- Capitalize on existing relationships by exploring and/or expanding new opportunities with local and regional educational institutions (e.g. Yuba College, Yuba County One Stop, Sacramento State University, Chico State University, Butte College, Sierra College, and Sacramento City College), in the recruitment of new employees.
- Participate in junior college and university education and job fairs.
- Advertise employment opportunities in general publications of local and regional circulation (e.g. Appeal Democrat, Sacramento Bee, Chico Enterprise, and the Grass Valley Union newspapers), to reach a broad audience.
- Advertise employment opportunities in specialty publications such as Jobs Available and CSAC (an exclusive advertiser of employment opportunities in the public sector), LatPro (web board geared toward the Hispanic population), Sacramento Observer (weekly paper geared toward the Black population), El Hispano (weekly paper geared toward the Hispanic population) and other targeted publications to attract applicants that might not subscribe to the general circulation publications.

- Advertise employment opportunities online in venues such as Craigslist, Monster, and Career Builder to attract applicants that primarily search for jobs on the internet and do not subscribe to general or specific publications.
- Partner with the Yuba City and Oroville Tribal Health Centers to assist our efforts in reaching the American Indian community (i.e. include job posting in monthly newsletters).
- Monitor recruitment policies and procedures to determine if recruitment efforts are enabling the County to meet and maintain its objectives to continue diversifying its workforce.
- Review regularly recruitment and retention efforts and apply information derived from exit interviews in our effort to attract and retain qualified individuals.
- Review and update periodically the County's recruitment methods, practices and policies to promote equal employment opportunity through our recruitment efforts.
- Continue to publicize (via County website and other specialty online sources), employment and career advancement opportunities.
- Provide ongoing training to supervisors and managers on EEO policies, processes, documentation, the interview process and employment requirements.

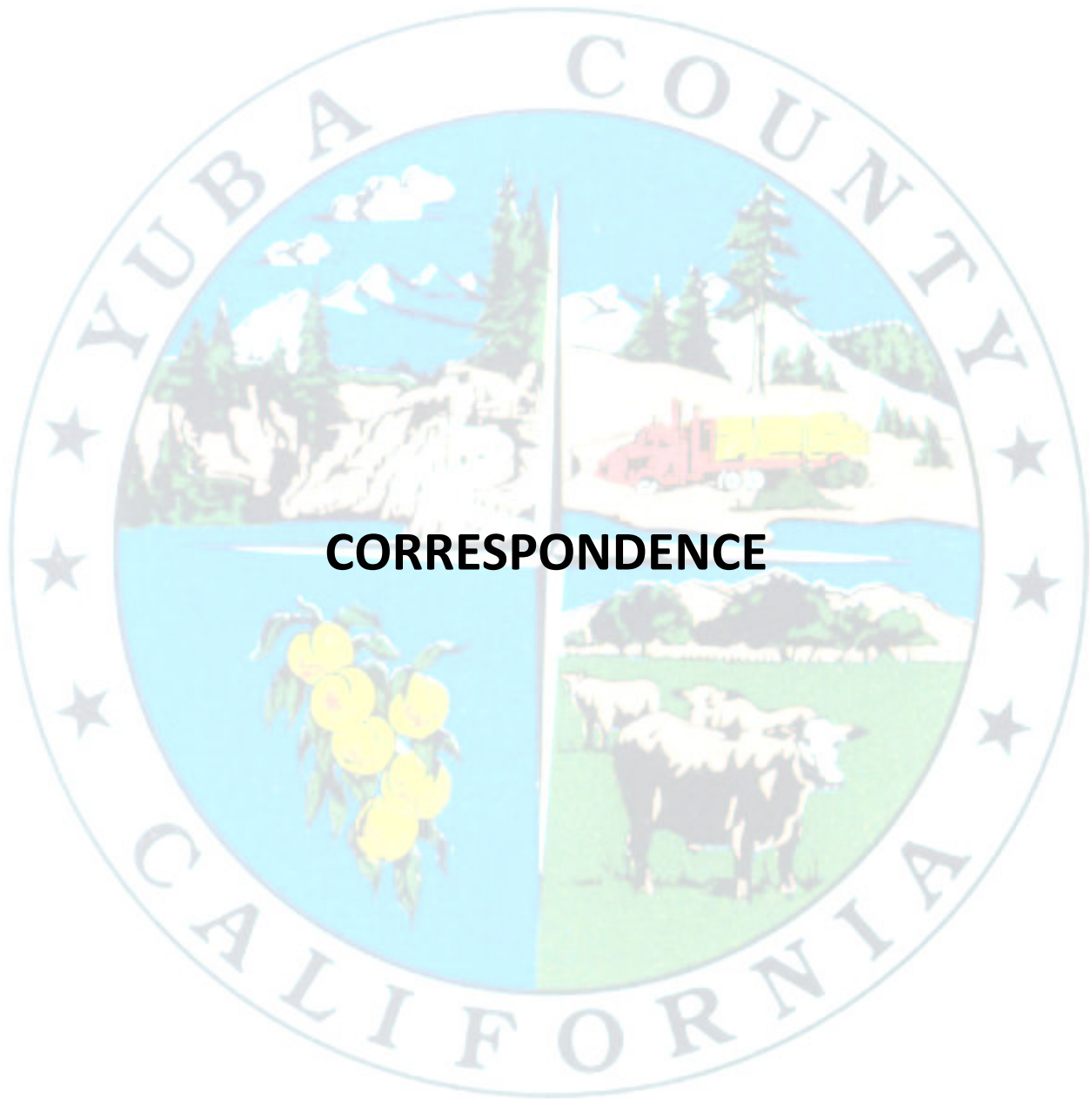
## **DISSEMINATION**

### ***Internal Dissemination of the Yuba County EEO Plan***

- Applicants, employees and interested members of the public may also obtain a copy of the Plan by visiting the County's website at [www.yuba.org](http://www.yuba.org), or by contacting Human Resources at (530) 749-7860.
- A copy of this Plan will be provided at new employee orientation.
- The Plan will be distributed to each County department head, and will be posted at the various County facilities.
- An email notice will be directed to all employees informing them of Plan availability.
- The Human Resources / Risk Management Department will periodically address the County's compliance with this Plan in County Department Head meetings. Discussions will include assisting managers and supervisors in identifying and addressing problem areas with effective solutions.

### ***External Dissemination of the Yuba County EEO Plan***

- We will inform recruiting sources (utilizing a master list) of the EEO Plan and the County's commitment to equal employment opportunity.
- We will continue to state on all written job announcements and employment applications "The County of Yuba is a merit based equal opportunity employer encouraging workforce diversity."
- Applicants, vendors and suppliers will be reminded of the County's EEO Policy and notified that the EEO Plan is on file and available for review in the Human Resources / Risk Management Department.





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September 5, 2013

**RECEIVED**

SEP 9 2013

Clerk/Board of Supervisors

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

RECEIVED BY EACH  
 BOARD MEMBER  
 C o C o

Supervisors,

I am writing to support Debbie Byrne, Chair of the Yuba County Fish and Game Commission, and to applaud her efforts to enhance the Commission's professionalism and the value it provides Yuba County and its residents.

As the commission's longest-serving member, I have a great deal of praise for Debbie. Since she was elected chair, she has re-energized and renewed the Commission's efforts in Yuba County.

Debbie chairs our meetings in an efficient and professional manner. She focuses on ensuring that all voices are heard, and keeps us in compliance with the Brown Act and other state and county rules and regulations. More importantly, thanks to her leadership, we now have an extremely active commission. Debbie fosters a "can do" atmosphere that recognizes and motivates commission members and other volunteers, resulting in programs that are expanded, improved and, overall, just better.

Debbie has been a vocal supporter of the pheasant hunt at Nelson Slough, held in partnership with the California Department of Fish and Wildlife and the Sutter County Fish and Game Commission. She volunteers an untold number of hours making this hunt happen, as she does with all our events. Furthermore, when the hunt's future was threatened by state bureaucrats, Debbie stepped up and spearheaded the fight to save this hunt.

This is not the only program she has improved upon. When she joined the Commission, most of our budget was spent on the pheasant hunt. Since then, she has solicited grants, sponsorships and partnerships — quadrupling our budget. This increased funding and her leadership have allowed the Commission to increase the number of pheasant hunts we support and expanded the number of days for our annual fishing event. She supported our participation in new programs, including river cleanup days and a noxious weed removal event on Forest Service property.

When Commissioner Frank Hall proposed boat safety inspection days (two weekends at the beginning of boating season, in cooperation with the Sheriff's department, the Department of Fish and Wildlife and the Yuba County Water Agency), Debbie worked with him and others to make it happen. She has also played a key role in expanding our presence and public education efforts at the Yuba Sutter County Fair (and she negotiated with a hunter safety non-profit to obtain the laser shooting game that proved a large draw).

In conclusion, I encourage you to join me and other commissioners in recognizing how Debbie's leadership, professionalism and drive have bettered our Commission and our county. We look forward to her continuing leadership of our Commission.

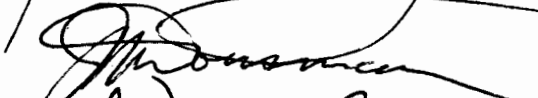
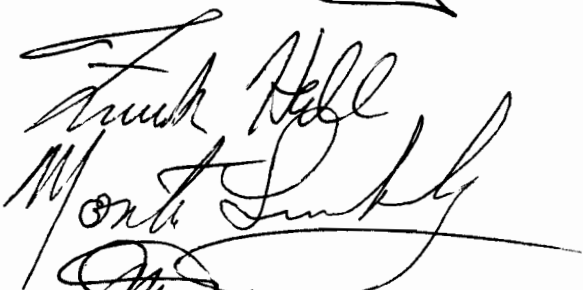
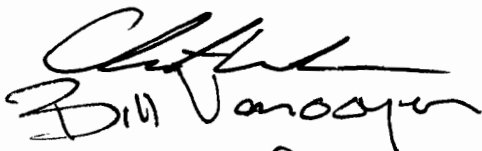
Respectfully,

Bob Winchester



MARK HARRISON

CHRISTIAN HOGAN







EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## Central Valley Regional Water Quality Control Board

### Development of Central Valley Wide Salt and Nitrate Management Plan for Incorporation into the Sacramento-San Joaquin and Tulare Lake Basin Plans

RECEIVED

#### Notice of Public Workshops and California Environmental Quality Act Public Scoping Meetings October 2013

SEP 9 2013

Clerk/Board of Supervisors

**NOTICE IS HEREBY GIVEN** that staff of the Central Valley Regional Water Quality Control Board (Central Valley Water Board or Board) have scheduled public meetings to discuss and solicit comments and suggestions from the public regarding the development of a Central Valley Salt and Nitrate Management Plan (SNMP) and the incorporation of components of the SNMP into Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and the Tulare Lake Basin (collectively, Basin Plans).

**Background:** A wide variety of human activities are resulting in salt and nitrate impacts to water and soil in the Central Valley Region. The slow and steady accumulation of salts including nitrates, threatens not only the long-term viability of agriculture and industry in the Central Valley, but also the water supplies for more than 25 million people. To address this issue, a broad group of agriculture, cities, industry, regulatory agencies (including the Central Valley Water Board) and public representatives formed the Central Valley Salinity Alternatives for Long-Term Sustainability initiative (CV-SALTS) and have been developing a comprehensive SNMP. The Central Valley Water Board is proposing to incorporate components of the CV-SALTS SNMP through amendments to the Basin Plans to address salinity and nitrate concerns in a comprehensive, consistent and sustainable manner..

The current planning efforts are also intended to satisfy State Water Board Resolution 2009-0011 (*Recycled Water Policy*). The *Recycled Water Policy* requires the development of salt and nutrient management plans for all groundwater basins of the state, including those in the Central Valley. The Central Valley SNMP, when incorporated into the Basin Plans, is expected to be an iterative and adaptive process that will involve periodic review and reassessment.

#### **Components of the SNMP that may be developed and considered for incorporation into the Basin Plans include:**

- **Changing the Basin Plan's Beneficial Use Classification System:** The Board may define new beneficial uses or new beneficial use subcategories that could be applied to specified waterbodies or categories of water bodies. This includes defining subcategories of the municipal and domestic supply (MUN) beneficial use and/or the agricultural irrigation and stock watering supply (AGR) beneficial use. Such subcategories may include "limited" MUN or AGR beneficial uses. The Board may also consider de-designating existing beneficial uses in specific waterbodies or categories of waterbodies.

KARL E. LONGLEY ScD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCEE, EXECUTIVE OFFICER

1685 E Street, Fresno, CA 93706 | [www.waterboards.ca.gov/centralvalley](http://www.waterboards.ca.gov/centralvalley)



BOS CORRESPONDENCE B

- Specifically Delineating Waterbodies: The Board may specifically delineate waterbodies or classes of waterbodies that are currently only generally mentioned in the Basin Plans.
- Incorporating Management Zone Concept: The Board could delineate "management zones" which would be portions of existing waterbodies where alternate regulatory measures would apply. The Board may develop specific implementation plans to address salt and nitrate concerns within these zones
- Changing Existing Salinity Water Quality Objectives (WQOs): The Board may establish new numeric and/or narrative WQOs, and may adopt guidance for interpreting and implementing new or existing narrative WQOs.
- Adding Implementation Plans and/or Changing Existing Implementation Plans: The Basin Plans currently contain implementation plans that do not adequately address current and historic salt and nitrate impacts. The Board may adopt new implementation plans and/or change existing implementation plans, and this could include:
  - Altering existing compliance evaluation methodologies, which could include redefining the point of compliance (POC) where water quality objectives must be achieved, allowing for averaging periods to determine compliance with WQOs, and adding provisions related to data analysis procedures;
  - Incorporating new implementation provisions related to variances, compliance schedules, and alternative compliance strategies;
  - Adding new provisions to ensure adequate drinking water supplies in areas that rely on groundwater that has already been impacted by salt and/or nitrates; and
  - Addressing in-basin and out-of-basin salt containment and disposal options.
- Adopting New Policies: The Board may adopt new policies to address concerns such as water recycling, climate change, extreme weather conditions (including drought), and the recharge of stormwater runoff.

The purpose of this early consultation is to provide participants with background on salinity and nitrate issues within the Central Valley, an overview of the *Recycled Water Policy*, an overview of the potential structure of a Central Valley SNMP. The meetings will also provide the public with an opportunity to provide input regarding the range of project actions, alternatives, reasonably foreseeable methods of compliance, significant and cumulative impacts, and potential mitigation measures that the Board will need to analyze in the course of developing the SNMP and associated Basin Plan amendments.

**The public meetings will be held at the following dates and locations:**

**MODESTO**

Thursday October 10, 2013, 9:00 a.m.  
Stanislaus County Ag Center (Rooms D/E)  
3800 Cornucopia Way  
Modesto, CA 95358-9492

**RANCHO CORDOVA**

Wednesday October 16, 2013, 1:00 p.m.  
Central Valley Regional Water Board  
11020 Sun Center Drive, St. 200, Board Room  
Rancho Cordova, CA 95670

**COLUSA**

Monday October 21, 2013, 9:00 a.m.  
Colusa County Fair Ground (Atwood Hall)  
1303 – 10<sup>th</sup> Street (HWY 20)  
Colusa, CA 95932

**FRESNO**

Monday October 28, 2013, 1:00 p.m.  
Central Valley Regional Water Board  
1685 E Street  
Fresno CA 93706

Although a quorum of Central Valley Water Board members may be present, the Board will not take any action at these meetings.

**Written comments should be submitted to Jeanne Chilcott no later than 31 December 2013** (contact information provided below). All comments will be included in the final administrative record.

#### **AVAILABLE SUPPORTING DOCUMENTS**

Supporting documents, including a staff report describing the project, will be available on the Central Valley Water Board website at:

[www.waterboards.ca.gov/centralvalley/water\\_issues/salinity/index.shtml](http://www.waterboards.ca.gov/centralvalley/water_issues/salinity/index.shtml)

by 4 September 2013. Copies of these documents can also be obtained by contacting or visiting the Central Valley Water Board's office at: 11020 Sun Center Drive, #200, Rancho Cordova, California 95670-6114 weekdays between 8:00 a.m. and 5:00 p.m.

Additional information regarding the proposed amendment is available at the CV-SALTS website: [www.cvsalinity.org](http://www.cvsalinity.org)

#### **CALIFORNIA ENVIRONMENTAL QUALITY ACT AND SUBMISSION OF COMMENTS**

The Board's water quality planning program is a certified regulatory program under the California Environmental Quality Act (CEQA), which means that the Board prepares and circulates a substitute environmental document or SED, rather than an environmental impact report, before adopting amendments to the Basin Plan. In the SED, the Board must analyze any potential adverse environmental effects associated with the proposed amendment. These public meetings will help guide the Board's environmental analysis. Oral comments received at the public meetings will be considered when the Board prepares the SED.

#### **ACCESSIBILITY**

The facilities will be accessible to persons with disabilities. Individuals requiring special accommodations are requested to contact Jeanne Chilcott at (916) 464-4788 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

#### **CONTACT INFORMATION**

Questions and comments should be directed to Jeanne Chilcott at (916) 464-4788 or [jchilcott@waterboards.ca.gov](mailto:jchilcott@waterboards.ca.gov). To continue receiving notifications regarding this basin plan amendment, you must subscribe to the "Salinity (CV-SALTS)" mailing list through our webpage at: [http://www.waterboards.ca.gov/resources/email\\_subscriptions/reg5\\_subscribe.shtml](http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml) or complete the attached form and return it to:

Jeanne Chilcott  
California Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive, #200  
Rancho Cordova, CA 95670

Please bring the above information to the attention of anyone you know who would be interested in the matter.

*Original Signed by* \_\_\_\_\_

Kenneth Landau, Assistant Executive Officer  
28 August 2013

## CONTINUED NOTIFICATIONS

To continue receiving notifications regarding the issues in the attached notices, you **must** sign up for the electronic mailing list or complete the form below and return it to:

Jeanne Chilcott  
California Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive, #200  
Rancho Cordova, CA 95670

Persons wishing to subscribe to the electronic mailing list can do so through our website by clicking on the "Subscribe" button on the right side of our webpage at:

[http://www.waterboards.ca.gov/resources/email\\_subscriptions/reg5\\_subscribe.shtml](http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml).

This Continued Notifications only applies to the issues described in the enclosed notice. If you are not interested in these issues, do nothing and you will remain on the basin plan mailing list for future amendments.

Name \_\_\_\_\_

Affiliation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone Numbers \_\_\_\_\_

E-mail \_\_\_\_\_

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☐ Salinity (CV-SALTS)

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\_\_\_\_\_ Please send notifications items checked above to my postal address.

\_\_\_\_\_ Please send notifications items checked above to my e-mail address.

\_\_\_\_\_ I have received multiple paper notifications; please remove duplicates from your database.

\_\_\_\_\_ No, I am not interested in these issues but would like to remain on the mailing list.

\_\_\_\_\_ You can send notifications to my e-mail address.

\_\_\_\_\_ Continue sending notifications to my postal address.

\_\_\_\_\_ No, I am not interested in Basin Plan Amendments; please remove me from this mailing list.