

BOARD OF SUPERVISORS

AGENDA

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



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

DECEMBER 10, 2013

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**
 - A. Administrative Services
 1. Authorize Chair to execute consent to sublease related to agreement between Continental Pacific Lumber Industries and Tri State Store Fixtures, Inc. for property located at 1401 Melody Road, Olivehurst. (461-13)
 2. Approve Capital Asset Disposal of vehicles removed from service. (462-13)
 3. Approve revised permanent vehicle assignments for specified county personnel pursuant to Ordinance Code 2.15.060 and Administrative Policy D-3. (463-13)
 4. Approve extending temporary appointment of Joseph Oates as the Interim IT Manager for up to 90 days.
 - B. Clerk of the Board of Supervisors
 1. Approve minutes of the meetings of November 5 and 12, 2013. (464-13)
 2. Appoint Patrick D. Osborne as a technical representative to the Plumas Lake Design Review Committee for a term ending December 10, 2014. (465-13)
 - C. Community Development and Services
 1. Approve Amendment No. 2 to agreement with Drake Haglan and Associates, Inc. civil engineering services related to Timbuctoo Road over Deep Ravine No. 1 Bridge Replacement Project and authorize Chair to execute. (466-13)
 2. Accept Hammonton-Smartsville Road shoulder widening and overlay project as complete and authorize Public Works Director to execute and record Notice of Completion. (467-13)
 - D. County Administrator
 1. Approve two-year contract extension with Paul Brunner, Executive Director of Three Rivers Levee Improvement Authority and authorize Chair to execute. (468-13)

E. Health and Human Services

1. Approve Children's Medical Services Plan and Fiscal Guideline for Fiscal Year 2013-2014 and authorize Chair to execute certification statement. (469-13)

F. Human Resources and Organizational Services

1. Approve agreements with California State Association of Counties Excess Insurance Authority (CSAC-EIU) Medical Malpractice Memorandum of Understanding and Participation Agreement, and authorize the Chair to execute. (470-13)

G. Probation

1. Adopt resolution authorizing agreement with Board of State and Community Corrections for Anti-Drug Abuse Program grant funds and authorizing Chief Probation Officer to execute all necessary documents as required by grant. (471-13)

H. Sheriff-Coroner

1. Approve memorandum of understanding and letter of understanding with BGE Yuba for supplemental law enforcement services and authorize Chair to execute. (472-13)

I. Treasurer-Tax Collector

1. Adopt resolution delegating investment authority to County Treasurer-Tax Collector for 2014. (473-13)

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

V. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Authorize establishing Fund 154 - Internal Service Fund and Budget Transfer in the total amount of \$453,406 allocating funds for network infrastructure upgrade project. (474-13)

B. Board of Supervisors

1. Cast ballot for County Medical Services Program Governing Board Supervisor Representative - Group 2 Counties. (Five minute estimate) (475-13)

C. County Administrator

1. Receive First Quarter Financial Report for Fiscal Year 2013-14 and provide direction as necessary. (Ten minute estimate) (476-13)
2. Receive Countywide Facilities Report for Fiscal Year 2012-2013. (Ten minute estimate) (477-13)
3. Approve loan repayment terms for interfund loan from Criminal Justice Impact Fund (Trust 183) to Law Enforcement Impact Fund (Trust 186) related to new Sheriff's facility at 720 Yuba Street. (Ten minute estimate) (478-13)

VI. **CORRESPONDENCE** - (481-13)

- A. Letter from Yuba Sutter Farm Bureau regarding ordinance restricting marijuana cultivation.

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

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

A. Pending litigation pursuant to Government Code §54956.9(d)(2) - Johnson et al v County of Yuba et al

IX. **RECESS TO 1:00 P.M.**

X. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

A. Public Hearing - Hold public hearing and adopt resolution of necessity authorizing condemnation of property for purposes of designated 40 acre community parkland in the East Linda Specific Plan, acquire property by eminent domain identified as APN 021-150-061 (Butler) and authorizing Public Works Director to take necessary actions for acquisition. (Ten minute estimate) (480-13)

XI. **COMMUNITY DEVELOPMENT AND SERVICES**

A. Receive information regarding Development Code update; provide comments on Zone Districts and Use Classifications and direction on stakeholder groups. (20 minute estimate) (479-13)

XII. **ADJOURN**

11:00 A.M. Finance and Administration Committee - (Supervisors Vasquez and Nicoletti - Alternate Supervisor Griego)

A. Consider Auto Service Fund reimbursements in the total amount of \$500,000 and authorizing the Auditor-Controller to transfer funds to various departments - County Administrator (Ten minute estimate) (482-13)

Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

A. Consider resolution for agreement with California Department of Public Health for immunization project subvention funds through June 30, 2017 - Health and Human Services (Ten minute estimate) (483-13)

B. Consider resolution authorizing application to Public Health Maternal Child and Adolescent Health grant funds and Chair to execute necessary documents - Health and Human Services (Ten minute estimate) (484-13)

C. Consider resolution authorizing Director to enter into agreement with Sierra Forever Families for adoption services - Health and Human Services (Ten minute estimate) (485-13)

D. Consider agreement with Office of Education to administer occupational aptitude assessment and job search assistance for CalWORKs - Health and Human Services (Ten minutes estimate) (486-13)

5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

12/11/13 5:00 P.M. Linda Liaison Committee - CANCELLED
Linda Fire Protection District
1286 Scales Avenue
Marysville, California

12/13/13 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee - CANCELLED
OPUD Board Room
1970 9th Avenue
Olivehurst, California 95961

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



CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy, Director



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

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

461-13

November 27, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Administrative Services Director

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE CONSENT TO SUBLEASE AS IT RELATES TO THE LEASE AGREEMENT BETWEEN CONTINENTAL PACIFIC LUMBER INDUSTRIES AND TRI STATE STORE FIXTURES, INC., FOR PROPERTY LOCATED AT 1401 MELODY ROAD, OLIVEHURST

Recommendation:

It is recommended that the Board authorize the Chairman to execute the subject agreement.

Background:

Continental Pacific Lumber leases approximately 7.5 acres in Yuba County Airport Industrial Park No. 1. The company has subleased the property since it was assigned the related leases in 1986. The lease agreements require the County to approve any sublease of the Continental Pacific Lumber's leased properties. The lease agreements provide the Yuba County Airport annual revenue in the amount of \$1,000.

Continental Pacific continues to work to improve and clean up the leased property area due to the age of the buildings and will be painting several of the buildings in the near future.

Discussion:

Tri State Floor Fixtures, Inc., is leasing 9,000 square feet of an 18,000 square foot building located at 1401 Melody Road, Olivehurst. This is a six month lease that began on September 10, 2013, and terminating February 9, 2014, with an option to extend the lease to September 9, 2014. Tri State Floor Fixtures is located at 1400 Melody Road. The additional leased space will be used for storage and distribution of used store fixtures.

Committee Action:

This item was not presented to the Public Facilities Committee as considered routine. The agreement was reviewed and approved by County Counsel and Risk Management.

Fiscal Impact:

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

Attachments

Bud Applegate
Senior Vice President
Lic. #00785734

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Colliers
INTERNATIONAL

September 4, 2013

Mary Hansen
Airport Manager
1364 Sky Harbor Drive, Suite A
Olivehurst, CA 95961

RE: 1401 Melody Road

Dear Mary:

Enclosed please find an original Lease executed by Owner (Continental Pacific Lumber Industries, Inc.) and Lessee (TRI State Store Fixtures Inc. currently located at 1400 Melody Rd). This property use is mainly for overflow storage and distribution. This building will be used for warehousing restaurant & store fixtures. They are also going to receive, store, and ship used restaurant equipment from this location.

If you have any questions please do not hesitate to give me a call, and if you could please give me some indication about how long it will take to receive this document back. You will note that we plan to paint the building and turn the electrical back on so it will have a much better appearance from the street.

You will also be happy to know that I have had some good conversations with the owner of the property about fixing up the rusty buildings next door. We are hoping others will be attracted to leasing the other space after they see the improvements to this building. This should help the appearance of the neighborhood a lot. Thank you very much for your help.

Sincerely,

COLLIERS INTERNATIONAL



W.W. Applegate, Jr.
Senior Vice President
(916) 563-3003

c: Paul Taylor
Paul Taylor
Continental Pacific Lumber Industries
11294 Coloma Road, Suite H
Gold River, CA 95670

Bud Applegate
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Lease Approval 1401 Melody Road, Olivehurst CA

Yuba County Approval: This Lease must be approved by Yuba County. If the county adds any restriction the Lessor or Lessee cannot accept, then the Lessor and Lessee both have the option to cancel this Lease within 10 days of notice from the County.

Yuba County Lease Approval

Name

Date

Title

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 



AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only September 3, 2013,
is made by and between Continental Pacific Lumber Industries, Inc.

and ~~Rick Coleman, dba. Coleman Enterprise~~ TRI STATE STORE FIXTURES INC ("Lessor") RWC

("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 1401 Melody Road, located in the City of Olivehurst, County of Yuba County, State of California, with zip code 95961, as outlined on Exhibit A attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): approximately 9,000 square feet in an 18,000 square foot building with yard space

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) **Parking:** in designated yard space unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** 1/2 years and -0- months ("Original Term") commencing September 10, 2013 ("Commencement Date") and ending February 9, 2014 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon execution ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$ 900.00 per month ("Base Rent"), payable on the First day of each month commencing September 10, 2013. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50

1.6 **Lessee's Share of Common Area Operating Expenses:** -0- percent (-0-%) ("Lessee's Share").
In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) **Base Rent:** \$ 900.00 for the period one month
- (b) **Common Area Operating Expenses:** \$ -0- for the period -0-
- (c) **Security Deposit:** \$ 900.00 ("Security Deposit"). (See also Paragraph 5)
- (d) **Other:** \$ _____ for _____
- (e) **Total Due Upon Execution of this Lease:** \$ 1,800.00

1.8 **Agreed Use:** storage and distribution of used store fixtures in accordance with all City and County Codes at Lessee's expense. RWC

(See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

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1.10 **Real Estate Brokers:** (See also Paragraph 15)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

- ☐ _____ represents Lessor exclusively ("**Lessor's Broker**");
- ☐ _____ represents Lessee exclusively ("**Lessee's Broker**"); or
- ☒ Colliers International - Bud Applegate represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached separate written agreement or if no such agreement is attached, the sum of _____ or _____ % of the total Base Rent payable for the Original Term, the sum of _____ or _____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 50 through 53 ;
- ☒ a site plan depicting the Premises Exhibit A;
- ☐ a site plan depicting the Project;
- ☐ a current set of the Rules and Regulations for the Project;
- ☐ a current set of the Rules and Regulations adopted by the owners' association;
- ☐ a Work Letter;
- ☐ other (specify): _____

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("**Applicable Requirements**"). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and

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expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles.**" Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 Common Areas - Definition. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and





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landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

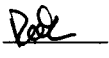
3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

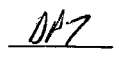
3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").


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4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as "**Common Area Operating Expenses**":
(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and

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attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

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(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

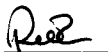
6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair



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(whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any



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interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases.

(a) As used herein, the term "**Insurance Cost Increase**" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), ("**Required Insurance**"), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The "**Base Premium**" shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of,



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the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or

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other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as

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soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

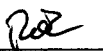
10.1 **Definitions.**

(a) **"Real Property Taxes."** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax



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assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

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(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.



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(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.


13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.


(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The



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acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) Notice of Breach. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

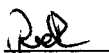
(b) Performance by Lessee on Behalf of Lessor. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

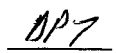
15. Brokerage Fees.

15.1 Additional Commission. If a separate brokerage fee agreement is attached then in addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule attached to such brokerage fee agreement.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the



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limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.


23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be



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deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

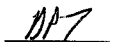
26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if



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prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.


33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days



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following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association,.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority.; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

☐ is ☐ is not attached to this Lease.

49. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Gold River, CA

Executed: Olivehurst, CA

On: _____

On: _____

By LESSOR:

By LESSEE: TRI STATE STORE FURNITURE

Continental Pacific Lumber Industries, Inc.

Rick Coleman, dba: Coleman Enterprises

By: Paul Taylor

By: Rick Coleman

Name Printed: Paul Taylor

Name Printed: Rick Coleman

Title: PRESIDENT

Title: PRESIDENT

By: _____
Name Printed: _____
Title: _____

Address: 11294 Coloma Rd., Suite H
Gold River, CA 95670

Telephone: (916) 852-8503
Facsimile: () _____
Email: cplii@sbcglobal.net
Email: _____
Federal ID No. _____

BROKER:

Colliers International

Att: Bud Applegate
Title: Senior Vice President
Address: 301 University Ave., #100
Sacramento, CA 95825
Telephone: (916) 563-3003
Facsimile: (916) 641-1318
Email: bud.applegate@colliers.com
Federal ID No. _____
Broker/Agent DRE License #: 00785734

By: _____
Name Printed: _____
Title: _____

Address: 1400 Melody Road
Olivehurst, CA 95961

Telephone: (775) 742-2341
Facsimile: () _____
Email: rickcoleman11@sbcglobal.net
Email: _____
Federal ID No. _____

BROKER:

Colliers International

Att: Bud Applegate
Title: Senior Vice President
Address: 301 University Ave., #100
Sacramento, CA 95825
Telephone: (916) 563-3003
Facsimile: (916) 641-1318
Email: bud.applegate@colliers.com
Federal ID No. _____
Broker/Agent DRE License #: 00785734

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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ADDENDUM I TO INDUSTRIAL REAL ESTATE LEASES
DATED SEPTEMBER 3, 2013
BY AND BETWEEN
CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC., AS LESSOR
AND
RICK COLEMAN, DBA: COLEMAN ENTERPRISES, AS LESSEE

If any portion of the Standard Lease should conflict with the terms of this Addendum I, the terms of this Addendum I shall control.

Defined terms not otherwise defined in this Addendum I shall have the meanings ascribed to such terms in the Standard Lease.

All references to the "Lease" in the Standard Lease or in this Addendum I shall mean, collectively, the Standard Lease as modified by this Addendum I.

Section 50 Rent:

September 10, 2013 thru February 9, 2014 \$900.00 per month

Option 1

February 10, 2013 thru September 9, 2014 \$1,350.00 per month

Option(s) to Extend:

Lessor hereby grants to Lessee the option to extend the term of this Lease for one (1) additional six (6) month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

- (i) Lessee gives to Lessor, and Lessor actually receives on a date which is prior to the date that the option period would commence (if exercised) by at least **60 days and not more than 90 days**, a written notice of the exercise to Option. If such exercise is not so given and received, the option(s) shall automatically expire; said option(s) may (if more than one) only be exercised consecutively;
- (ii) The provision of paragraph 39, including the provision relating to default of Lessee set forth in paragraph 39.4 of this Lease are conditions of this Option;
- (iii) All of the terms and conditions of this Lease except where specifically modified by this option shall apply;
- (iv) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below;

Section 51 Early Occupancy:

Lessee is hereby granted the right to occupy upon execution of lease, rent free, until September 10, 2013. All possession and occupancy of the premises shall be, except for base rent, under the terms, covenants, and conditions of lease.

Initials: RC

Initials: DP

Section 52

Tenant Improvements:

A. Lessee at his sole cost and expense will add:

1. Outside lights for Lessee's yard area.
2. Paint the entire exterior of the building with a coat of rust preventers and coat of paint. *SIDES ONLY, AND SUPPLY LABOR FOR PAINTING THE ROOF,*
3. Lessee may remove slats in fence and store them. If County requires the fence be covered, Lessee will be responsible.

*Rel
DP7*

Lessor at his sole cost and expense will insure:

1. Electrical service is installed to the building and hook-up the existing overhead lights 100 amp/208 3 phrs power.
2. Will ensure there is water available at the building.

These improvements will become the property of the Lessor and will be done in accordance with City and State Building codes.

Section 53

Parking and Storage:

No equipment or vehicles may be stored outside of Lessee's space. Lessee's garbage cans and general area around the entrance(s) must be kept swept, picked up, and clean at all times.

Consult Your Advisors:

This document (including its exhibits and addenda, if any) has been prepared by Broker for approval by the undersigned respective parties' legal counsel. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for an attorney or accountant.

THE ABOVE TERMS ARE ACKNOWLEDGED AND AGREED TO:

**LESSOR: CONTINENTAL-PACIFIC
LUMBER INDUSTRIES, INC.**

By: *Paul Taylor*
Paul Taylor

Date: *9/4/13*

**LESSEE: ~~RICK COLEMAN~~ TEL STATE STAFF FUTURE U
~~DBA: COLEMAN ENTERPRISES~~**

By: *Rick Coleman*
Rick Coleman

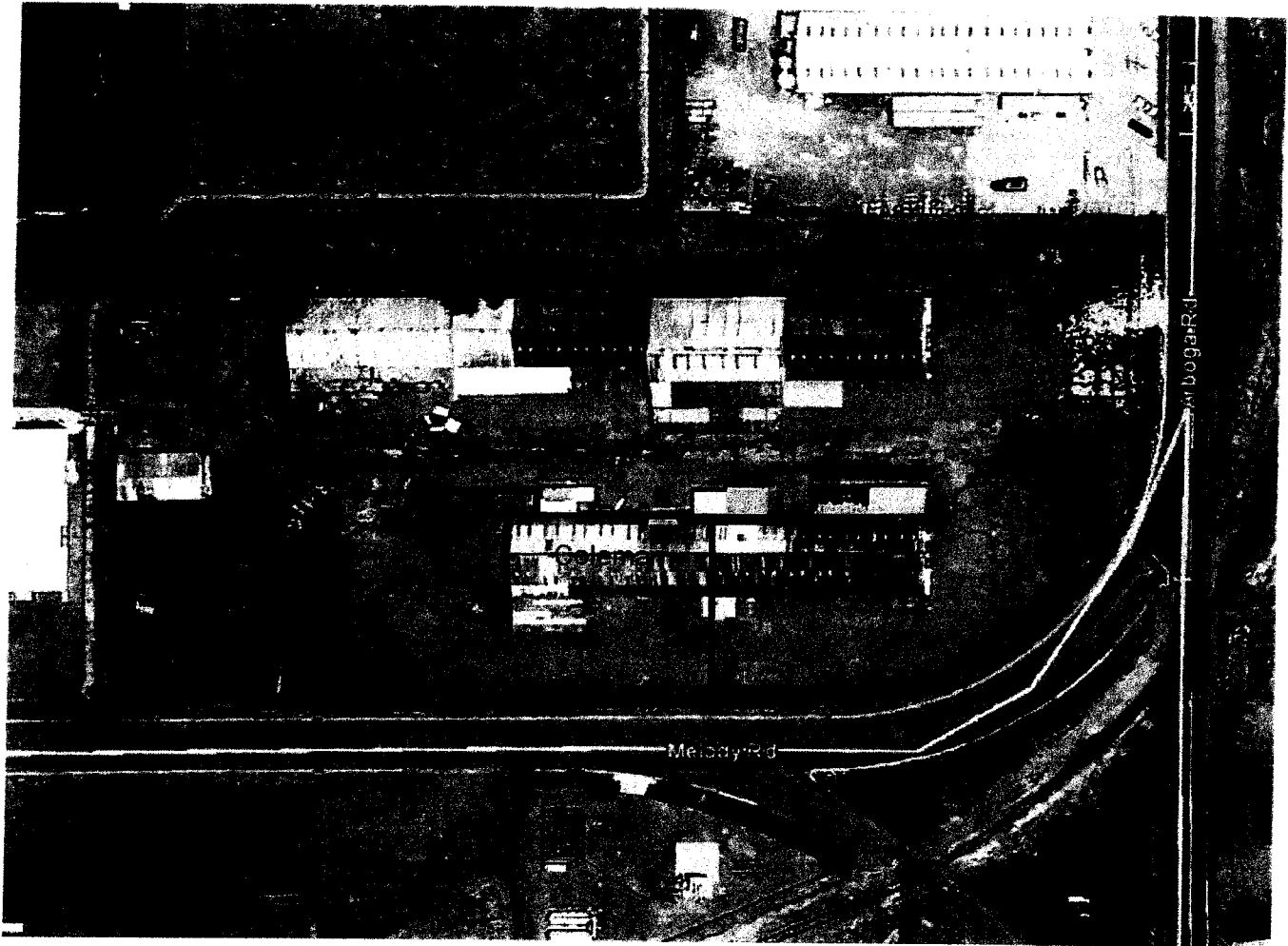
Date: _____

Initials: *Rel*

Initials: *DP7*

Exhibit A

DATED SEPTEMBER 3, 2013
BY AND BETWEEN
CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC., AS LESSOR
AND
RICK COLEMAN, DBA: COLEMAN ENTERPRISES, AS LESSEE



Initials: RC

Initials: OP-7

COLLIERS INTERNATIONAL

SALE & LEASE DISCLOSURE NOTICE

Property: 1401 Melody Road, Olivehurst, CA 95961

Flood Zones. According to FEMA Dated: **2/18/11** the Property is located in a flood zone. Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas or in a dam inundation zone (California Government Code Section 8589.5). Buyers and tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters. **Flood Zone Designation: Zone X500L**

Earthquakes. Earthquakes occur throughout California. According to Fault Activity Map of California and Adjacent Areas, 1994 [specify source], the Property is / may or may not be situated in an Earthquake Fault Zone and/or a Seismic Hazard Zone (Sections 2621 et seq. and Sections 2690 et seq. of the California Public Resources Code, respectively). Property development and construction in such zones generally are subject to the findings of a geologic report prepared by a state-registered geologist. Whether or not located in such a zone, all properties in California are subject to earthquake risks and may be subject to a variety of state and local earthquake-related requirements, including retrofit requirements. Among other items, all new and existing water heaters must be braced, anchored or strapped to resist falling or horizontal displacement, and in sales transactions, sellers must execute a written certification that the water heaters are so braced, anchored or strapped (California Health and Safety Code Section 19211). Buyers and tenants should have their experts confirm whether the Property is in any earthquake zone and otherwise investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the area or the construction materials used, the Property may have hazardous or undesirable metals (including lead-based paint), minerals (including asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Asbestos has been used in items such as fireproofing, heating/cooling systems, insulation, spray-on and tile acoustical materials, floor tiles and coverings, roofing, drywall and plaster. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers and tenants and allow for inspections (42 United States Code Sections 4851 et seq.). Sellers/landlords are required to advise buyers/tenants if they have any reasonable cause to believe that any hazardous substance has come to be located on or beneath the Property (California Health and Safety Code Section 25359.7), and sellers/landlords must disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, buyers and tenants (California Health and Safety Code Sections 25915 et seq.); buyers/tenants have similar obligations. Have your experts investigate and evaluate these matters.

Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code Sections 12101 et seq.) and other federal, state and local requirements may require changes to the Property. Have your experts investigate and evaluate these matters.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code Section 1446 requires buyers to withhold and pay to the IRS 10% of the gross sales price within 10 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. California imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign sellers but also out-of-state sellers and sellers leaving the state if the sales price exceeds \$100,000. Withholding generally is required if the last known address of a seller is outside California, if the proceeds are disbursed outside of California or if a financial intermediary is used. Have your experts investigate and evaluate these matters.

Fires. California Public Resources Codes Sections 4125 et seq. require sellers of real property located within state responsibility areas to advise buyers that the property is located within such a wildland zone, that the state does not have the responsibility to provide fire protection services to any structure within such a zone and that such zones may contain substantial forest/wildland fire risks. Government Code Sections 51178 et seq. require sellers of real property located within certain fire hazard zones to disclose that the property is located in such a zone. Sellers must disclose that a property located in a wildland or fire hazard zone is subject to the fire prevention requirements of Public Resources Code Section 4291 and Government Code Section 51182, respectively. Sellers must make such disclosures if either the sellers have actual knowledge that a property is in such a zone or a map showing the property to be in such a zone has been provided to the county assessor. Properties, whether or not located in such a zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Initials: PdK

Initials: DA7

Broker Representation. Colliers International is a national brokerage firm representing a variety of clients. Depending on the circumstances, Colliers International may represent both the seller/landlord and the buyer/tenant in a transaction, or you may be interested in a property that may be of interest to other Colliers International clients. If Colliers International represents more than one party with respect to a property, Colliers International will not disclose the confidential information of one principal to the other.

Seller/Landlord Disclosure, Delivery of Reports, Pest Control Reports and Compliance with Laws. Sellers/landlords are hereby requested to disclose directly to buyers/tenants all information known to sellers/landlords regarding the Property, including but not limited to, hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act. If a pest control report is a condition of the purchase contract, buyers are entitled to receive a copy of the report and any certification and notice of work completed.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements and the availability of all utilities. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur and do not represent the current or future performance of the property. Real estate brokers are not experts concerning nor can they determine if any expert is qualified to provide advice on legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

Initials: RLC

Initials: BP-7



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: December 10, 2013
Re: Disposal of Surplus vehicles

Recommendation

Approve the disposal of the attached list of vehicles, and authorize the Chair to sign the Capital Asset Disposal Forms.

Background

Attached are three separate lists of vehicles and equipment that have been taken out of service. Reason for being removed from service include end of life, damaged, or just replaced with a newer or more efficient vehicle. Cars on List 'A' have been disposed of in anticipation of this action and those on List 'B' and 'C' are pending your approval.

Most of the vehicles on both lists (*except Sheriff vehicles*) have been replaced with new vehicles on the Enterprise Fleet Program. Some have not as we continue to reduce the number of vehicles in our fleet. The ASF has been replacing these older 'owned' vehicles with new leased cars which has significantly lowered our overall operational costs.

Discussion

Vehicles removed from service are either auctioned off by our contracted auctioneer or sent to our fleet provide for auction, per our contract that has a team dedicated to selling off these vehicles. The vehicles on List A have successfully been sold for a better return than the book value. Of these 33 vehicles, book value estimated them at \$124,563, however Enterprise was able to sell them for \$128,881; netting a 3.5% increase in estimated return. The exceptions to this sale process are the Sheriff vehicles that are not 'intact,' those are bid out to local auto recyclers.

Committee Action

Due to the routine nature of this request, we have bypassed the committee to bring to the Board for review.

Fiscal Impact

Proceeds for the sale of each vehicle are returned to the originating budget department (i.e., Sheriff, Public Works, or Auto Service Fund - ASF). Returns on vehicles in the ASF are 'rolled over' to be the down payment on a replacement vehicle or returned to the ASF Trust.

List "a"

Asset #	EFM Unit ID	Co Unit #	VIN/SERIAL#	Year	Make	Model	Sales Price	Black/Blue Book Value
12717	FYM014	1023	2B3HD56M72H194640	2002	DODGE	INTREPID	\$ 2,750	\$ 2,417
12711	FYM032	1025	2B3HD56M22H194643	2002	DODGE	INTREPID	\$ 2,025	\$ 2,417
13369	FYM038	1030	1FAFP52UX3G190393	2003	FORD	TAURUS	\$ 2,800	\$ 2,850
13370	N/A	1031	1FAFP52U13G190394	2003	FORD	TAURUS	\$ 1,025	\$ 2,850
11618	N/A	1092	1G1ND52J8X6252379	1999	CHEVROLET	MALIBU	\$ 1,762	\$ 3,414
12714	FYM207	1122	1B3EL36X32N231002	2002	DODGE	STRATUS	\$ 2,885	\$ 1,935
12715	FYM016	1123	1B3EL36X52N231003	2002	DODGE	STRATUS	\$ 4,025	\$ 1,935
13809	FYM033	1141	1B3EL36R54N298320	2004	DODGE	STRATUS	\$ 2,805	\$ 2,558
13377	FYM010	1233	1GCEK14V53Z265315	2003	CHEVROLET	1500 SILVERADO	\$ 6,097	\$ 7,939
13448	FYM048	1236	1J4GL48K03W648243	2003	JEEP	LIBERTY	\$ 6,175	\$ 5,640
13811	FYM019	1240	1J4GL48K14W210574	2004	JEEP	LIBERTY	\$ 7,225	\$ 6,110
13810	FYM122	1241	1J4GL48KX4W210573	2004	JEEP	LIBERTY	\$ 5,946	\$ 6,110
14255	FYM034	1245	1J4GL48K74W285098	2004	JEEP	LIBERTY	\$ 7,945	\$ 6,110
13920	FYM050	1246	1J4GL48K74W310369	2004	JEEP	LIBERTY	\$ 10,320	\$ 6,110
13938	FYM021	1247	1J4GL48K34W327170	2004	JEEP	LIBERTY	\$ 7,555	\$ 6,110
14341	N/A	1262	1FMYU96H06KA58112	2006	FORD	ESCAPE HYBRID	\$ 12,925	\$ 10,304
14342	N/A	1263	1FMYU96H26KA58113	2006	FORD	ESCAPE HYBRID	\$ 11,725	\$ 10,304
14440	N/A	1264	1J4GL48K76W134586	2006	JEEP	LIBERTY	\$ 7,655	\$ 9,124
11785	FYM023	1303	1GKDM19W8YB521765	2000	GMC	SAFARI VAN	\$ 1,795	\$ 3,846
11788	FYM024	1305	2B5WB25ZYK126456	2000	DODGE	RAM 2500	\$ 2,425	\$ 3,147
12310	FYM026	1310	2B4JB25Y01K517353	2001	DODGE	RAM 2500	\$ 1,625	\$ 3,529
13374	FYM056	1330	1FAFP58283A199618	2003	FORD	TAURUS WAGON	\$ 6,825	\$ 4,895
11677	FYM058	1394	1GNDM19W4XB192578	1999	CHEVROLET	ASTRO VAN	\$ 1,716	\$ 3,226
13241	FYM029	1395	1GJHG39R7X1157894	1999	GMC	SAVANA 3500	\$ 5,500	\$ 4,818
12180	FYM012	1418	1B7GG26X21S212334	2001	DODGE	DAKOTA	\$ 3,225	\$ 3,845
10721	FYM013	1460	1GCCS1444TK218736	1996	CHEVROLET	S-10 PU	\$ 2,125	\$ 3,020

List "b"

Asset #	EFM Unit ID	Co Unit #	VIN/SERIAL#	Year	Make	Model	Sales Price	Black/Blue Book Value
11791	FYM025	1306	1FAFP5820YG140440	2000	FORD	TAURUS WAGON		\$ 2,800
12101	FYM043	1307	2B7HB11Y4YK178091	2000	DODGE	RAM 2500		\$ 3,000
13818	FYM020	1242	1J4GL48K04W232226	2004	JEEP	LIBERTY		\$ 6,000
13858	FYM049	1244	1J4GL48K64W251928	2004	JEEP	LIBERTY		\$ 6,000
12178	FYM030	1413	1B7GG26X41S206275	2001	DODGE	DAKOTA		\$ 3,800
12735	FYM031	1421	1B7GG12X12S610393	2002	DODGE	DAKOTA		\$ 4,000
12713	FYM015	1121	1B3EL36X12N231001	2002	DODGE	STRATUS		\$ 1,935
12734	FYM042	1420	1B7GG12XX2S610392	2002	DODGE	DAKOTA		\$ 4,000
14243	N/A	05-04	2FAHP71W65X166368	2005	FORD	Crown Victoria		\$ 1,300
14782	N/A	06-09	1FMPU1652LA75670	2006	FORD	Expedition		\$ 5,800
10342	N/A	94-12	2FALP71W3RX205434	1994	FORD	Crown Victoria		\$ 500
12762	N/A	02-03	2FAFP71W92X145629	2002	FORD	Crown Victoria		\$ 1,000
13757	N/A	04-02	2FAFP71WX4X108592	2004	FORD	Crown Victoria		\$ 1,200
13770	N/A	03-10	3FTNF21L73MB30786	2003	FORD	4X4 Pick Up		\$ 3,000
12582	N/A	00-04	2G1WF55K5Y9307352	2000	CHEVROLET	Impala		\$ 1,500
14044	N/A	05-01	1FMPU16555LA96768	2005	FORD	Expedition		\$ 5,500
14043	N/A	05-02	1FMPU16575LA96769	2005	FORD	Expedition		\$ 5,500
13267	N/A	01-06	2B3HD46R01H633293	2001	DODGE	Intrepid		\$ 2,000
13761	N/A	03-01	2FAFP71W03X200101	2003	FORD	Crown Victoria		\$ 1,100
13945	N/A	04-06	2B3HD46R94H662585	2004	DODGE	Intrepid		\$ 3,000
14780	N/A	06-07	1FMPU16546LA75668	2006	FORD	Expedition		\$ 5,500
12767	N/A	02-06	2FAFP71W92X145632	2002	FORD	Crown Victoria	\$ 250	Scrap
13758	N/A	04-03	2FAFP71W14X108593	2004	FORD	Crown Victoria	\$ 250	Scrap
13761	N/A	03-01	2FAFP71W03X200101	2003	FORD	Crown Victoria	\$ 250	Scrap
13767	N/A	03-07	2FAFP71W13X200107	2003	FORD	Crown Victoria	\$ 250	Scrap
13766	N/A	03-06	2FAFP71WX3X200106	2003	FORD	Crown Victoria	\$ 250	Scrap
14380	N/A	06-05	2FAHP71WX6X107681	2006	FORD	Crown Victoria	\$ 250	Scrap
13759	N/A	04-04	2FAFP71W34X108594	2004	FORD	Crown Victoria	\$ 250	Scrap
09044	N/A	212	1FTCR11T7MUD96962	1991	FORD	RANGER		\$ 400
11433	N/A	274	1FTDF1760VKC28107	1997	FORD	F150		\$ 3,500
10579	N/A	458	1GDJK34F9SE543220	1995	GMC	3500		\$ 2,300
08949	N/A	213	1J4FJ28S9ML606274	1991	JEEP	CHEROKEE LAREDO		\$ 1,500
10996	N/A	253	1FTDF15N4SLC04246	1996	FORD	F150		\$ 3,500
09365	N/A	422	1GDKC34N7NJ523679	1992	GMC	3500 HD		\$ 1,500
08321	N/A	301	1FTDE14N8LH83118	1990	FORD	ECONOLINE F150 VAN		
06853	N/A	295	1GCCT1426K8189583	1989	CHEVROLET	S-10 PU		
10577	N/A	453	1HTGGAHT8SH678162	1995	INTERNATIONAL	NAVISTAR		
10578	N/A	454	1HTGGAHTXSH678163	1995	INTERNATIONAL	NAVISTAR		
15480	N/A	490	18TLDZ3R7KH652797	1989	INTERNATIONAL	S1900		
10584	N/A	471	1HTLOUGR8HH516863	1987	INTERNATIONAL	S1900		
16246	N/A	473	1FV2HJBA8VH795213	1997	FREIGHTLINER	FL70		
07681	N/A	262	1GCEC14FXGJ173693	1986	CHEVROLET			
07695	N/A	261	1GCEC14F2GJ175131	1986	CHEVROLET			
06854	N/A	296	1GCDK14H5K2225420	1989	CHEVROLET			

List "c"

Asset #	Co Unit #	VIN/SERIAL#	Year	Make	Model
00564	871	RD45082747/C30283	1957	FWD MOTOR CORP	SNOWGO
04711	472	D0522GHA26915	1977	INTERNATIONAL	LOADSTAR 1800
09125	916	912728	1991	SWEEPSTER	TOW BEHIND SWEEPER
06799	591	IGBHR34K4KJ120438	1989	CHEVY	CAB & CHASSIS
03415	602	SNTEB3T113189	1970	JOHN DEERE	JD544 FRT END LOADER
03417	702	T500A1C04024	1970	GALLION	GRADE-O-MATIC GRADER
08676	904	112TCP314LA036549	1990	EAGER BEAVER	12 TON FLATBED TRAILER
10429	731	T500AGC05226	1973	GALLION	GRADER
11144	987	0003	1998	EASY ABSORPTION SYS	TRUCK MOUNTED ATTENUATOR
09121	891	30589	1989	BEARCAT	ALL DIESEL TRAILERED CRACK SEALER
11080	670	1353	1995	DURACO INDUSTRIES	TRAILERED DURAPATCHER

Capital Asset Disposal Form

County of Yuba

Asset Number	Description	Serial Number	Asset Tag # (if applicable)
See Attached	See Attached 15 Pages	See Attached	
Department: Admin - Surplus		Doug McCoy	
Location: 9900 - Various		Authorized Individual (Print)	
Date: 11/19/2013			
		Authorized Signature	

Board Authorization	
Date Authorized: _____	Signature: _____
	Clerk of the Board
	Date

Do not write in this area - Auditor use only



Date Updated in System:	Signature:

Original: Auditor-Controller

Copy: Department

Equipment Transfer Form

County of Yuba



Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
15480	1989 INTERNATIONAL S1900 CAMEL 200 VAC TRK	1HTLDZ3R7KH652797	
Transferred From: Department: 9100 Location: 910008 Date: 11/18/2013 MIKE LEE, PUBLIC WORKS DIRECTOR		Transferred To: Department: admin surplus Location: 9900-08 Date: 11/18/2013 Doug McCoy	
Authorized Individual (Print) 		Authorized Individual (Print) 	
Authorized Signature		Authorized Signature	

Do not write in this area - Auditor use only

Entered by - Signature _____ Date _____

Equipment Transfer Form

County of Yuba

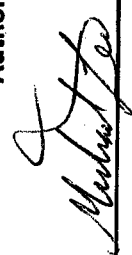

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
09044	1991 FORD RANGER PICKUP	1FTCR11T7MUD96962	
11433	1997 FORD F150 PICKUP	1FTDF1760VKC28107	
10579	1995 GMC 3500 1 YD DUMP	1GDJK34F9SE543220	
08949	1991 JEEP CHEROKEE LAREDO	1J4FJ28S9ML606274	
10996	1996 FORD F150 PICKUP	1FTDF15N4SLC04246	
09365	1992 GMC 3500 1 TON 4X2 DUMP BED	1GDKC34N7NJ523679	
<div> <div> Transferred From: Department: 9100 Location: 910008 Date: 11/6/2013 MIKE LEE, PUBLIC WORKS DIRECTOR Authorized Individual (Print) </div> <div> Transferred To: Department: Admin - Surplus Location: 9900-08 Date: 11/18/2013 Doug McCoy Authorized Individual (Print) </div> </div>			
Authorized Signature 		Authorized Signature 	

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Entered by - Signature _____ Date _____

Equipment Transfer Form

County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
08321	1990 FORD ECONOLINE F150 VAN	1FTDE14N8LH83118	
07681	1986 CHEVY PICKUP	1GCEC14F1GJ173693	
06853	1989 CHEVY S-10 PICKUP	1GCCT1426K8189583	
10577	1995 INTERNATIONAL 14 YARD DUMP	1HTGGAHT8SH678162	
10578	1995 INTERNATIONAL 14 YARD DUMP	1HTGGAHTXSH678163	
16246	1997 FREIGHTLINER F170 PLOW TRUCK	1FV2HJBA8VH795213	
<div> <div> Transferred From: Department: 9100 Location: 910008 Date: 11/6/2013 MIKE LEE, PUBLIC WORKS DIRECTOR  Authorized Individual (Print) </div> <div> Transferred To: Department: Admin - surplus Location: 9900-08 Date: 11/18/2013 Doug McCoy  Authorized Individual (Print) </div> </div>			
Authorized Signature		Authorized Signature	

Do not write in this area - Auditor use only	
Entered by - Signature	Date

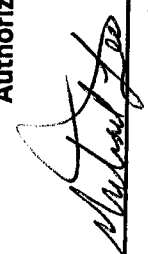

Original: Auditor-Controller

Copy 1: Transferring Dept

Copy 2: Acquiring Dept

Equipment Transfer Form

County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
00564	1957 SNOWGO SNOW REMOVAL EQUIPMENT	RD45082747/C30283	
04711	1977 INTERNATIONAL LOADSTAR 1800 5 YD DUMP	D0522GHA26915	
09125	1991 SWEEPSTER TOW BEHIND SWEEPER	912728	
10584	INTERNATIONAL S1900 5 YD DUMP	1HTLDUGR8HH516863	
06799	CHEVY 3500 CAB & CHASSIS UTILITY	IGBHR34K4KJ120438	
03415	1970 JOHN DEERE JD544 3 YD LOADER	SNTEB3T113189	
03417	GALLION GRADER	T500A1C04024	
Transferred From: Department: 9100 Location: 910008 Date: 11/6/2013 MIKE LEE, PUBLIC WORKS DIRECTOR			
Transferred To: Department: Admin-Surplus Location: 9900-08 Date: 11-18-2013 Doug McCoy			
Authorized Individual (Print) 		Authorized Individual (Print) 	
Authorized Signature		Authorized Signature	

Do not write in this area - Auditor use only

Entered by - Signature _____ Date _____

Original: Auditor-Controller



Copy 1: Transferring Dept

Copy 2: Acquiring Dept

Equipment Transfer Form

County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
08676	1990 EAGER BEAVER 12 TON FLATBED TRAILER	112TCP314LA036549	
09121	1989 BEARCAT TRAILERED CRACKSEALER	DIESEL MODEL 350-30589	
07695	1986 CHEVY 1/2 TON PICKUP	1GCEC14F2GJ175131	
11080	1995 DURACO DURAPATCHER	DURA81DJ 1353	
06854	1989 CHEVY FLATBED PICKUP	1GCDK14H5KZ225420	
10429	1973 GALLION GRADER	T500AGC05226	
11144	1998 TMA7590 CRASHBOX ATTENUATOR	350DX #0003	

Transferred From:		Transferred To:	
Department:	9100	Department:	Admin-Surplus
Location:	910008	Location:	9900-08
Date:	11/6/2013	Date:	11/18/2013
MIKE LEE, PUBLIC WORKS DIRECTOR		Doug McCoy	
Authorized Individual (Print)		Authorized Individual (Print)	
			
Authorized Signature		Authorized Signature	

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Entered by - Signature	Date

Original: Auditor-Controller

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OCT 18 2013

COUNTY OF YUBA
AUDITOR - CONTROLLEREquipment Transfer Form
County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
11791	2000 Ford Taurus	1FAFP5820YG140440	
12101	2000 Dodge Ram 2500 <i>Charger Van</i>	2B7HB11Y4YK178091	
13818	2004 Jeep Liberty	1J4GL48K04W232226	
13858	2004 Jeep Liberty	1J4GL48K64W251928	
12178	2001 Dodge Dakota	1B7GG26X41S206275	
12735	2002 Dodge Dakota	1B7GG12X12S610393	
12713	2002 Dodge Stratus	1B3EL36X12N231001	
Transferred From:			
Department:	ASF	Department:	Surplus
Location:	Dan Avenue <i>9600</i>	Location:	Dan Avenue <i>990004</i>
Date:	10/11/2013	Date:	10/11/2013
Transferred To:			
Doug McCoy		Doug McCoy	
Authorized Individual (Print)		Authorized Individual (Print)	
<i>[Signature]</i>		<i>[Signature]</i>	
Authorized Signature		Authorized Signature	

Do not write in this area - Auditor use only	
<i>[Signature]</i> Entered by - Signature	<i>10-23-13</i> Date

Original: Auditor-Controller

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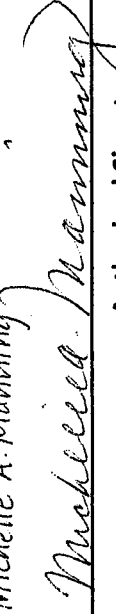

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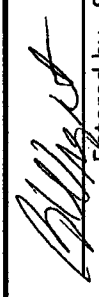
JUL 18 2013

COUNTY OF YUBA
AUDITOR - CONTROLLER

Equipment Transfer Form County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
13945	2004 Dodge Intrepid SE	Vin#2B3HD46R94H662585	04-06
14780	2006 Ford Expedition	Vin#1FMPUJ16546LA75668	06-07

Transferred From:		Transferred To:	
Department:	Sheriff/Auto Fund	Department:	Surplus
Location:	151-9400-410	Location:	9900-04
Date:	07-02-13	Date:	07-02-13
Authorized Individual (Print) Michelle A. Manning		Authorized Individual (Print) Doug McCoy	
Authorized Signature 		Authorized Signature 	

Do not write in this area - Auditor use only	
Entered by - Signature 	Date 7-22-13

Original: Auditor-Controller

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COUNTY OF YUBA
AUDITOR - CONTROLLER

Equipment Transfer Form

County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
12734	2002 Dodge Dakota	1B7GG12XX2S610392	
		Transferred To:	
Department:	ASF	Department:	Surplus
Location:	Dan Avenue	Location:	Dan Avenue 98004
Date:	10/11/2013	Date:	10/11/2013
Doug McCoy		Doug McCoy	
Authorized Individual (Print)		Authorized Individual (Print)	
Authorized Signature		Authorized Signature	

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10/23/13

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OCT 18 2013

COUNTY OF YUBA
AUDITOR - CONTROLLER

Equipment Transfer Form
County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
13377 /	2003 Chevy 1500 Silverado	1GCEK14V53Z265315	
12180 /	2001 Dodge Dakota	1B7GG26X21S212334	
10721 /	1996 Chevy S-10 PU	1GCCS1444TK218736	
13811 /	2004 Jeep Liberty	1J4GL48K14W210574	
12711 /	2002 Dodge Intrepid	2B3HD56M22H194643	
13809 /	2004 Dodge Stratus	1B3EL36R54N298320	
14255 /	2004 Jeep Liberty	1J4GL48K74W285098	
Transferred From:			
Department: ASF	Surplus		
Location: 9600	Department: Dan Avenue 990004		
Date: 10/1/2013	Date: 10/1/2013		
Doug McCoy			
Transferred To:			
Authorized Individual (Print) Doug McCoy			
Authorized Signature			
Authorized Signature			

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Entered by - Signature [Signature] Date 10/23/13

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COUNTY OF YUBA
AUDITOR - CONTROLLER

Equipment Transfer Form
County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
13369 ✓	2003 Ford Taurus	1FAFP52UX3G190393	
14440 ✓	2006 Jeep Liberty	1J4GL48K76W134586	
13370 ✓	2003 Ford Taurus	1FAFP52U13G190394	
11618 ✓	1999 Chevy Malibu	1G1ND52J8X6252379	
14341 ✓	2006 Ford Escape	1FMYU96H06KA58112	
14342 ✓	2003 Ford Escape	1FMYU96H26KA58113	
12717 ✓	2002 Dodge Intrepid	2B3HD56M72H194640	
Transferred From:			
Department: ASF	Surplus		
Location: 009600	Dan Avenue 99004		
Date: 10/1/2013	10/1/2013		
Doug McCoy			
Transferred To:			
Department: Surplus			
Location: Dan Avenue 99004			
Date: 10/1/2013			
Doug McCoy			
Authorized Individual (Print)		Authorized Individual (Print)	
[Signature]		[Signature]	
Authorized Signature		Authorized Signature	

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Entered by - Signature	Date
[Signature]	10/23/13

Original: Auditor-Controller

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OCT 18 2013

COUNTY OF YUBA
AUDITOR - CONTROLLER

Equipment Transfer Form County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
12715 /	2002 Dodge Stratus	1B3EL36X52N231003	
13938 /	2004 Jeep Liberty	1J4GL48K34W327170	
11785 /	2000 GMC Safari Van	1GKDM19W8YB521765	
11788 /	2000 Dodge 2500 Ram	2B5WB25ZXYK126456	
12310 /	2001 Dodge 2500 Ram	2B4JB25Y01K517353	
13448 /	2003 Jeep Liberty	1J4GL48K03W648243	
13920 /	2004 Jeep Liberty	1J4GL48K74W310369	

Transferred From: Department: ASF Location: <u>9600</u> Date: <u>10/1/2013</u> Doug McCoy	Transferred To: Department: Surplus Location: <u>Dan Avenue</u> Date: <u>10/1/2013</u> Doug McCoy
--	--

Authorized Individual (Print)  Authorized Signature	Authorized Individual (Print)  Authorized Signature
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 Entered by - Signature

Date: 10/23/13

Original: Auditor-Controller

Copy 1: Transferring Dept

Copy 2: Acquiring Dept

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OCT 18 2013

COUNTY OF YUBA
AUDITOR - CONTROLLER

Equipment Transfer Form County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
13374 ✓	2003 Ford Taurus Wagon	1FAFP58283A199618	
11677 ✓	1999 Chevy AstroVan	1GNDM19W4XB192578	
13810 ✓	2004 Jeep Liberty	1J4GL48KX4W210573	
12714 ✓	2002 Dodge Stratus	1B3EL36X32N231002	
13241 ✓	1999 GMC Savana 3500	1GJHGG39R7X1157894	
13371 ✓	2003 Chevy 3500 Silverado ? Public Works	1GCEK14V552285345	not done
13377 ✓	2003 Chevy 1500 Silverado already TRF	1GCEK14V552285345	not done

Transferred From: Department: ASF Location: <u>ASF</u> Date: <u>10/1/2013</u>	Transferred To: Department: <u>Surplus</u> Location: <u>Dan Avenue</u> Date: <u>10/1/2013</u>
---	---

Doug McCoy Authorized Individual (Print)	Doug McCoy Authorized Individual (Print)
 Authorized Signature	 Authorized Signature

Do not write in this area - Auditor use only Entered by - Signature: <u>Blum</u> Date: <u>10/23/13</u>
--

Original: Auditor-Controller
Copy 1: Transferring Dept
Copy 2: Acquiring Dept

A I have no IAR TRF from Public Works to Surplus

NATURE OF REQUEST

COUNTY OF YUBA
INVENTORY ADJUSTMENT REQUEST

- (1) () New Equipment Purchases, additions to existing inventory, ie; costs or parts
 (2) (X) Inter-Department Transfer
 (3) () Transfer To Purchasing Department
 (4) () Removal From Inventory of Item(s) Lost, Stolen or Sold

INVENTORY NO.	DATE ACQUIRED	DESCRIPTION	MODEL	SERIAL NUMBER	COST
10342		Ford Crown Victoria	94-12	2FALP71W3RX205434	
12762		Ford Crown Victoria	02-03	2FAFP71W52X145629	
13757		Ford Crown Victoria	04-02	2FAFP71WX4X108592	
13770		Ford F-250 P/U 4X4	03-10	3FTNF21L73MB30786	
12582		Chevrolet Impala	00-04	2G1WF55K5Y9307352	
14044		Ford Expedition	05-01	1FMPU16555LA96768	
14043		Ford Expedition	05-02	1FMPU16575LA96769	
13267		Dodge Intrepid	01-06	2B3HD46R01H633293	
13761		Ford Crown Victoria	03-01	2FAFP71W52X145629	

(USE ADDENDUM SHEET IF NECESSARY)

1. INSTRUCTIONS: NEW EQUIPMENT PURCHASES

NEW EQUIPMENT PURCHASES (List in columns below)
 Department purchasing equipment shall prepare and forward to COUNTY AUDITOR, County Auditor will assign a number to the item and return one copy with inventory number to the Department.

Department Head _____

Department Number: _____

2. INSTRUCTIONS: INTER-DEPARTMENT TRANSFER

Fill out form. Have signed by Department Heads concerned and forward to COUNTY AUDITOR for proper adjustment to inventory Records and distribution of copies.

TRANSFER FROM (Dept. Name)

Sheriff/Auto

DEPT. NO.

9400

APPROVED (Dept. Head)

DATE

8/14/12

TRANSFER TO (Dept. Name)

Surplus

DEPT. NO.

990013

APPROVED (Department Head)

DATE

7/29/12

3. INSTRUCTIONS: TRANSFER TO PURCHASING AGENT

Fill out form. Have signed by Department Head concerned and PURCHASING AGENT for approval. Purchasing agent forward to COUNTY AUDITOR, same as Interdepartmental Transfer above.

IF DEPARTMENT IS ABANDONING ITEM(S) AND IS TRANSFERRING ITEM(S) TO PURCHASING DIVISION, CHECK REASON.

☐ TRADE IN --- IF SO, BE REPLACED ON REQUISITION NO. _____

☐ NO LONGER USEFUL TO DEPARTMENT --- TO BE DISPOSED OF BY PURCHASING MANAGER.

REPORT OF INVESTIGATION

I CERTIFY THAT I HAVE INSPECTED THE ITEMS OR PERSONAL PROPERTY SET FORTH IN THE FOREGOING STATEMENT AND FIND THAT SAME ARE NOT REQUIRED FOR USE BY _____ DEPARTMENT(S) AND SAID ITEMS CANNOT BE USED BY ANY DEPARTMENT OF THE COUNTY GOVERNMENT. IT IS THEREFORE RECOMMENDED THAT THE PURCHASING AGENT BE AUTHORIZED TO SELL OR OTHERWISE DISPOSE OF THE SAME IN ACCORDANCE WITH AND IN THE MANNER PROVIDED BY SEC. 25504 OF THE GOVERNMENT CODE.

PURCHASING AGENT _____

4. INVENTORY REMOVALS, ITEMS LOST, STOLEN OR SOLD

Complete investigation and fill out forms within 30 days after loss is discovered. Have signed by Department Head concerned and FORWARD TO COUNTY AUDITOR for recommendation to BOARD OF SUPERVISORS, Clerk of the Board forward to COUNTY AUDITOR. INVESTIGATIVE DATA FURNISHED

INVESTIGATIVE DATA FURNISHED

DATE ITEM(S) LAST VERIFIED ON INVENTORY _____

DATE LOSS WAS DISCOVERED _____

PERSON RESPONSIBLE FOR INVESTIGATING LOSS _____

DATE OF INVESTIGATION _____ WAS A WRITTEN REPORT MADE _____ ?

WAS ITEM LOST _____ OR STOLEN _____ ?

DATE OF POLICE OR SHERIFF DEPARTMENT INVESTIGATION (if stolen) _____

SIGNATURE OF HEAD OF DEPARTMENT _____

REASON FOR THE REQUEST ARE AS FOLLOWS:

(USE ADDENDUM SHEET IF NECESSARY)

REVIEWED: FOR PROPER ADJUSTMENT TO INVENTORY RECORDS COUNTY AUDITOR

 BY [Signature] Deputy Date 7/31/13

REMOVED FROM INVENTORY APPROVED: BOARD OF SUPERVISORS

BY _____ Clerk of the Board Date _____

☐ AUDITOR RECOMMENDS APPROVAL TO REMOVE SUBJECT PROPERTY

White - Auditor

Canary - Receiving Department

Pink - Transferring Department

NATURE OF REQUEST

COUNTY OF YUBA
INVENTORY ADJUSTMENT REQUEST

- (1) () New Equipment Purchases, additions to existing inventory, ie; costs or parts
 (2) ☒ Inter-Department Transfer
 (3) () Transfer To Purchasing Department
 (4) () Removal From Inventory of Item(s) Lost, Stolen or Sold

INVENTORY NO.	DATE ACQUIRED	DESCRIPTION	MODEL	SERIAL NUMBER	COST
13767		Ford Crown Victoria	03-07	2FAFP71W13X200107	
13758		Ford Crown Victoria	04-03	2FAFP71W14X108593	
13759		Ford Crown Victoria	04-04	2FAFP71W34X108594	
13766		Ford Crown Victoria	03-06	2FAFP71W3X200106	
12767		Ford Crown Victoria	02-06	2FAFP71W92X145632	
14380		Ford Crown Victoria	06-05	2FAFP71W6X107681	

(USE ADDENDUM SHEET IF NECESSARY)

1. INSTRUCTIONS: NEW EQUIPMENT PURCHASES

NEW EQUIPMENT PURCHASES (List in columns below)

Department purchasing equipment shall prepare and forward to COUNTY AUDITOR. County Auditor will assign a number to the item and return one copy with inventory number to the Department.

Department Head _____

Department Number: _____

2. INSTRUCTIONS: INTER-DEPARTMENT TRANSFER

Fill out form. Have signed by Department Heads concerned and forward to COUNTY AUDITOR for proper adjustment to inventory Records and distribution of copies.

TRANSFER FROM (Dept. Name)

Sheriff/Auto

DEPT. NO.

9400

APPROVED (Dept. Head)

DATE

8/14/12

TRANSFER TO (Dept. Name)

Surplus

DEPT. NO.

900513

APPROVED (Department Head)

DATE

1/29/12

3. INSTRUCTIONS: TRANSFER TO PURCHASING AGENT

Fill out form. Have signed by Department Head concerned and PURCHASING AGENT for approval. Purchasing agent forward to COUNTY AUDITOR; same as Interdepartmental Transfer above.

IF DEPARTMENT IS ABANDONING ITEM(S) AND IS TRANSFERRING ITEM(S) TO PURCHASING DIVISION, CHECK REASON.

- ☐ TRADE IN --- IF SO, BE REPLACED ON REQUISITION NO. _____
☐ NO LONGER USEFUL TO DEPARTMENT --- TO BE DISPOSED OF BY PURCHASING MANAGER.

REPORT OF INVESTIGATION

I CERTIFY THAT I HAVE INSPECTED THE ITEMS OR PERSONAL PROPERTY SET FORTH IN THE FOREGOING STATEMENT AND FIND THAT SAME ARE NOT REQUIRED FOR USE BY _____ DEPARTMENT(S) AND SAID ITEMS CANNOT BE USED BY ANY DEPARTMENT OF THE COUNTY GOVERNMENT. IT IS THEREFORE RECOMMENDED THAT THE PURCHASING AGENT BE AUTHORIZED TO SELL OR OTHERWISE DISPOSE OF THE SAME IN ACCORDANCE WITH AND IN THE MANNER PROVIDED BY SEC. 25504 OF THE GOVERNMENT CODE.

PURCHASING AGENT _____

4. INVENTORY REMOVALS, ITEMS LOST, STOLEN OR SOLD

Complete investigation and fill out forms within 30 days after loss is discovered. Have signed by Department Head concerned and FORWARD TO COUNTY AUDITOR for recommendation to BOARD OF SUPERVISORS. Clerk of the Board forward to COUNTY AUDITOR.
 INVESTIGATIVE DATA FURNISHED

INVESTIGATIVE DATA FURNISHED

DATE ITEM(S) LAST VERIFIED ON INVENTORY _____

DATE LOSS WAS DISCOVERED _____

PERSON RESPONSIBLE FOR INVESTIGATING LOSS _____

DATE OF INVESTIGATION _____ WAS A WRITTEN REPORT MADE _____ ?

WAS ITEM LOST _____ OR STOLEN _____ ?

DATE OF POLICE OR SHERIFF DEPARTMENT INVESTIGATION (If stolen) _____

SIGNATURE OF HEAD OF DEPARTMENT _____

REASON FOR THE REQUEST ARE AS FOLLOWS:

Miller Day Hall
 [Signature]

(USE ADDENDUM SHEET IF NECESSARY)

REVIEWED; FOR PROPER ADJUSTMENT TO INVENTORY RECORDS COUNTY AUDITOR

BY [Signature] Deputy Date 7/31/13

REMOVED FROM INVENTORY APPROVED: BOARD OF SUPERVISORS

BY _____ Clerk of the Board Date _____

☐ AUDITOR RECOMMENDS APPROVAL TO REMOVE SUBJECT PROPERTY

White - Auditor

Canary - Receiving Department

Pink - Transferring Department

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: December 10, 2013
Re: Take home of County vehicles

Recommendation

Recommend the Board of Supervisors authorize these *revised* permanent vehicle assignments pursuant to County Ordinance 2.150.060 and Administrative Policy D-3 Automotive Transportation.

Background / Discussion

County Ordinance 2.150.060 and Administrative Policy D-3 Automotive Transportation allows for the permanent assignment of a vehicle where a continuing allocation of a vehicle is considered to be in the best interest of the County and is authorized by the Board of Supervisors. Beginning in 2014, the policy will require departments to submit justification as to why a take home vehicle is necessary.

These vehicles assignments must be reviewed annually. The current vehicle assignments are for the Public Works Superintendent, two Assistant Public Works Superintendents, Emergency Services Officer, the C-IV Project Manager and five Deputy Sheriffs.

Those individuals with permanent vehicle assignments have been informed there may be tax implications associated with this benefit and they are defined in Publication 463 for 'employer-provided and qualified non-personal use vehicles.'

Committee Action

Due to the routine nature of this request, the item has been brought to the full Board for consideration.

Fiscal Impact

Costs associated for a permanently assigned vehicle are budgeted and expensed by the associated departments.

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
 Paul LaValley, Chief Information Officer
Date: December 10, 2013
Re: Extension of temporary appointment

Handwritten initials and date: 12/8

Recommendation

Approve the recommendation to extend the temporary appointment of Joseph Oates as the interim IT Manager for up to an additional 90 days.

Background

With the departure of Tara Flores as Assistant Director of Administrator, and the CAO's plan to reorganize Information Technology, Administrative Services made the decision to place Joseph Oates in the role of Interim IT Manager. Joe has been with the County for 15 years, and brings a wealth of experience to this role.

Discussion

Joe has now been serving in this interim position per the Board's previous approval. Under the provisions of the YCEA Master Labor Agreement Article 31, Section 31.03 the County is allowed to make a 90 day temporary appointment without further authorization. Additional time in this classification must be approved by the Board of Supervisors pursuant to Article 15, Section 3 of the Yuba County Merit Resolution.

Administrative Services anticipates the need for this interim role for this additional period to allow the CIO and his team to facilitate an organizational assessment and develop their plans for the future.

Committee

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

Fiscal Impact

The continuation of this temporary assignment will not have a fiscal impact as this position has been funded through salary savings resulting from the departure of the Assistant Director.

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MINUTE BOOK NO. 70 PAGE 158

The County of Yuba

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

NOVEMBER 5, 2013 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 6:00 .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, Chief Deputy Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Vasquez presided.

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

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

A. Administrative Services

1. Authorize budget transfer in the amount of \$41,050.13 from Information Technology Trust to professional services to pay for upgrading building automation and controls system. (Public Facilities Committee recommends approval) (438-13) Approved.

B. Clerk of the Board of Supervisors

1. Approve Conflict of Interest Code for Yuba County office of Education. (439-13) Approved.
2. Approve minutes of the meeting of October 15, 2013. (440-13) Approved.

C. Community Development and Services

1. Adopt resolution authorizing submission of Yuba County's Transportation Claim to Sacramento Area Council of Governments in the total amount of \$1,457,329. (441-13) Adopted Resolution No. 2013-115, which is on file in Yuba County Resolution Book No. 44.
2. Adopt resolution authorizing the use of Sycamore Ranch Park by the Tsi Akim Maidu Tribe annually without park fees pursuant to finding the event serves a public purpose and authorizing the Public Works Director to coordinate annual event. (442-13) Adopted Resolution No. 2013-116, which is on file in Yuba County Resolution Book No. 44.

3. Award contract to apparent low bidder Viking Construction Company, Inc for Bridge Replacement and Realignment of Timbuctoo Road over Deep Ravine No. 1 project and authorize the Chair to execute same upon review and approval of counsel. (443-13) Approved.

D. County Counsel

1. Receive Annual Report for Fiscal Year 2012-2013 from Yuba County Digital Law Library. (444-13) Received.

IV. SPECIAL PRESENTATION

- A. Present proclamation proclaiming Cancer Prevention Week November 11 - 17, 2013. (Five minute estimate) (445-13) Presented.
- B. Present proclamation honoring Randy Wayne Mitchell. (Five minute estimate) (No background information) (446-13) Presented.

V. PUBLIC COMMUNICATIONS:

Mr. Daniel Nesbit - Youth Connection Forum November 15, 2013

Ms. Cynthia Pena - Tri Counties Talent Search

VI. COUNTY DEPARTMENTS

A. County Administrator

1. Receive introduction of Paul LaValley as Chief Information Officer and authorize the Chair to execute employment agreement. (Ten minute estimate) (447-13) County Administrator Robert Bendorf recapped employment agreement and introduced Mr. Paul LaValley.

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

VII. CORRESPONDENCE - (448-13)

- A. Letter from MSS Merit System Services enclosing County of Yuba Personnel Management Program Review Report of Findings which is on file in the Board office. Received.
- B. Notice from State of California Department of Fish and Game Commission regarding regulatory action relating to Enhancement on Private Lands Management. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- Memorial Adjournment - Mr. Sherrell Henry
- Meetings attended:
 - CALAFCO Executive meeting on November 1, 2013
 - South County Rotary Club
 - South County Economic Committee meeting on October 31, 2013
 - SACOG feasibility plan for food enterprise processing

- TRLIA meeting November 5, 2013
- Yuba Sutter Transit Authority October 31, 2013
- SACOG Land Use Committee on October 31, 2013

Supervisor Nicoletti:

- Memorial Adjournment - Mr. Gary Dibble
- Marysville Halloween event on D Street
- Meetings attended:
 - YSEDC Directors meeting November 2, 2013
 - Government Affairs Chamber November 5, 2013
 - Community Services Commission retreat
 - First 5 Yuba Commission meeting October 24, 2013
 - Fish and Game Commission meeting on November 7, 2013
 - Yuba County Flood Management Town Hall meeting on November 7, 2013
 - Talent Search event held November 2, 2013

Supervisor Stocker:

- Memorial Adjournment - Ms. Jane McIntyre
- Proclamation for Katrina Staples for Young Womanhood Medallion
- Visit with Art Aseltine
- Quilt Show
- Article regarding dispatch services
- Influx of marijuana cultivation in the foothills

Supervisor Abe:

- Meetings attended:
 - Yuba Sutter Agricultural Tour held October 19, 2013
 - Town Hall meeting regarding micro surfacing in Plumas Lake
 - Elks Club TIP dinner
 - Tour of Daguerre Point Dam November 1, 2013
 - Hmong New Year Celebration November 2, 2013

Supervisor Vasquez:

- Elks Club TIP dinner
- Yuba Sutter Agricultural Tour held October 19 2013
- Hmong New Year Celebration on November 2, 2013
- Talent Search event held November 2, 2013

County Administrator Robert Bendorf:

- Feather River Regional Flood Management Plan meeting on November 13, 2013
- County first quarter financial report upcoming
- Administrative Office of the Courts meeting regarding mediation panel for court security task force for construction of neighborhorin county courthouse
- Agricultural study work elements under preparation
- Marysville Vision Planning meeting with City Council on November 4, 2013
- Memorial Adjournment - Ms. Christine Adams, Ms. Bobbie Matthews, Mr. Geoff Delaney
- California County Administrators Association Conference
- Meeting of Yuba Foothills Fire Districts JPA held on October 30, 2013

Chief Deputy Counsel John Vacek:

- Letter from Territorial Dispatch regarding closed session and providing a response
- Meeting with Olivehurst VFW on November 8, 2013

IX. ADJOURN: 6:52 p.m. in memory of Ms. Christine Adams, Ms. Bobbie Mathews, Ms. Jane McIntyre, Mr. Geoff Delaney, Mr. Gary Dibble, and Mr. Sherell Henry.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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



NOVEMBER 12, 2013 – MINUTES

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

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor 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.

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. Board of Supervisors

1. Appoint David Read, Sarbdeep Atwal, and Joseph Danna as Reclamation District 784 Trustees in lieu of election for four-year terms pursuant to Elections Code §10515. (450-13) Approved.
2. Appoint John Edmonston, Charles Engs, and Sarah Swinerton in lieu of election to Ramirez Water District Board of Directors for four-year terms pursuant to Elections Code §10515. (451-13) Approved.

B. Clerk of the Board of Supervisors

1. Reappoint Tamaira Ramsey to the Sutter-Yuba Mental Health Advisory Board as the consumer representative for a term to end November 12, 2016. (452-13) Approved.
2. Appoint Cynthia Sodari to the Child Care Planning Council as the Public Agency Representative for a term to end September 30, 2016. (453-13) Approved.
3. Approve minutes of the meeting of October 22, 2013. (454-13) Approved as written.

C. Community Development and Services

1. Adopt resolution authorizing the Public Works Director to purchase APN 019-270-020 and execute all documents needed to complete purchase and escrow for Goldfields Parkway; and authorizing Budget Transfer in the total amount of \$115,000 from Fund 102-0000-372-99-01 to various accounts to complete

purchase. (455-13) Approved. Adopted Resolution No. 2013-117, which is on file in Yuba County Resolution Book No. 44.

2. Adopt resolution authorizing signature of a funding agreement and related documents for funding under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, for water system improvements serving Gold Village. (457-13) Adopted Resolution No. 2013-118 which is on file in Yuba County Resolution Book No. 44.

D. County Administrator

1. Approve contract with Sutter-Yuba Mental Health Services and Casa de Esperanza for domestic violence crises intervention and authorize the Chair to execute same. (458-13) Approved.

IV. PUBLIC COMMUNICATIONS:

Emergency Services Manager Scott Bryan - Emergency Services Logo

V. COUNTY DEPARTMENTS

A. Community Development and Services

1. Adopt resolution authorizing Director of Environmental Health to renew Local Primacy Agency small water system delegation agreement, apply for one time funding grant from California Department of Public Health; and accept the grant upon award. (Five minute estimate) (459-13) Environmental Health Director Tej Maan recapped use of grant funds and responded to inquiries.

MOTION: Move to adopt

MOVED: Roger Abe

SECOND: John Nicoletti

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2013-119 which is on file in Yuba County Resolution Book No. 44.

2. Receive Notice of Final Map under review and pending approval by the County Surveyor for Tract Map No. 2004-0037, Heartland at Plumas Lake (formerly known as Rio Del Oro Village 16) Rio Del Oro Farms #2 LLC, a California Limited Liability Company. (456-13) Public Works Director Mike Lee clarified language within the staff report to indicate "subject to the approval of the special districts the final map would be in compliance with the Conditions of Approval" and responded to inquiries.

MOTION: Move to approve with clarified language of special district approval

MOVED: Roger Abe

SECOND: John Nicoletti

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

VI. CORRESPONDENCE - (460-13)

- A. Notice from Yuba County Office of Education enclosing State of the Schools report pursuant to the Williams Uniform Compliant Act. Received.
- B. Schedule of Proposed Actions from United States Forest Service regarding Plumas National Forest for the period of October 1, 2013 through December 31, 2013. Received.

VII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Stocker:

- Marysville Veterans Day Parade
- Flood Management Town Hall meeting held November 7, 2013

Supervisor Abe:

- LAFCO meeting held November 6, 2013
- Flood Management Town Hall meeting held November 7, 2013
- Pheasant Hunt at Beale Air Force Base November 9, 2013
- Marysville Veterans Day Parade

Supervisor Nicoletti:

- Marysville Veterans Day Parade
- Swan Festival
- Pheasant Hunt at Beale Air Force Base November 9, 2013
- Opportunities at Sycamore Ranch Park

County Counsel Angil Morris-Jones: Referrals for Digital Law Library locations

VIII. CLOSED SESSION: The Board retired into closed session at 10:14 a.m. and returned at 11:32 a.m. with all present as indicated above.

- A. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Claim Direction Given.
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 006-220-073-000, (Gold Village Land Development LLC) Negotiating Parties: Robert Bendorf, Kevin Mallen, and Sean Powers Negotiation: Authorization to make an offer, terms and conditions Authorization on two separate items by unanimous vote.

IX. ADJOURN: 11:32 a.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

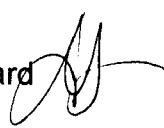
Approved: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



465-13

To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Plumas Lake Design Review Committee
Date: December 10, 2013

Recommendation

Appoint Patrick D. Osborne as a technical representative to the Plumas Lake Design Review Committee for a term ending December 10, 2014.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted and updated regularly indicating vacancies, appointees, terms of office, qualifications, and meeting information. There are currently three vacancies on the committee; two occurred in 2011 and one in January 2013. The committee is comprised of residents of the Plan and technical members.

Application has been received from Patrick Osborne which is attached for your review and consideration. Mr. Osborne meets the qualifications to be appointed as a technical representative.

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

Fiscal Impact

None.

Committee Action

Brought directly to the Board for consideration.

The County of Yuba

RECEIVED

NOV 13 2013

Application for Board/Commission/Committee
Appointed by the Board of Supervisors

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Yuba Co. Planning Commission
Plumas Lake Design Review Committee

APPLICANT NAME: Patrick D. Osborne

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

Same

EMAIL ADDRESS:

N/A

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Surveyor/Engineer Co Owner-California-
Pacific Eng. Co -Owner- Osborne Land Surveying

REASONS YOU WISH TO
SERVE ON THIS BODY:

Retired and would like to help out
Master plan of Amador Co. w/ Geo. S. Center

QUALIFICATIONS:

Owned my own business for 40+ years

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Master Planned Cameron Park, CA - City of Folsom -
Assoc Professor YCCD 2012

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

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

SIGNATURE

DATE

Nov 9, 2013

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED:

☐ OTHER:

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

December 10, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: Amend Professional Services Agreement – Timbuctoo Road over Deep Ravine No. 1 Bridge Replacement Project (Bridge #16C0010)



BUILDING 466-13
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 2 for the Professional Services Agreement for Civil Engineering Design for the Timbuctoo Road over Deep Ravine No. 1 Bridge Replacement Project and to authorize the chairman to execute the amendment.

BACKGROUND:

The Timbuctoo Road over Deep Ravine No.1 bridge is located approximately 1 mile northwest of the intersection of Highway 20 and Timbuctoo Road in the southeast portion of the County. In 2003, the existing bridge along Timbuctoo Road was closed due to a bridge failure at the west abutment. The County has been working with SACOG and Caltrans to authorize funds for the design and construction of a replacement bridge. The work done under the existing agreement includes civil engineering design, environmental, surveying, geotechnical engineering and hydraulics analysis. The original agreement was executed by the Board Chair on December 14, 2010. The bridge has gone out for bid and the construction contract is in the process of being awarded.

DISCUSSION:

In order to meet the environmental mitigation measures outlined in the NEPA and CEQA documents associated with this project, our consultant is required to perform additional work during construction. The following list of tasks is required and outside the original scope of work:

1. Preconstruction survey for nesting raptors and other migratory birds
2. Preconstruction survey for roosting bats
3. Assistance with implementation of the Environmentally Sensitive Area (ESA) Action Plan for cultural resources

For the additional scope of work the Consultant has requested a budget augmentation of \$24,635 increasing the contract amount to a total of \$320,795.

COMMITTEE ACTION:

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

FISCAL IMPACT:

This bridge project is part of the federally funded Highway Bridge Program (HBP). The additional work is being done as part of the Construcion Engineering Phase and the HBP will fund 100% of the cost increase.

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY PROFESSIONAL CIVIL ENGINEERING SERVICES**

AMENDMENT # 2

This is the SECOND amendment to the agreement, dated December 14, 2010, for Professional Civil Engineering services between the County of Yuba (COUNTY) and Drake Haglan & Associates, Inc. (CONSULTANT).

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

(1) TERM,

Commencement Date: November 16, 2010

Termination Date: November 15, 2014

The term of this Agreement shall become effective on November 16, 2010, and shall continue in force and effect for a period of FOUR (4) years, unless sooner terminated in accordance with the terms of this Agreement.

(2) Attachment A, SCOPE OF SERVICES AND DUTIES, Section A.1 is changed to read:

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included on the attached Scope of Services labeled as Exhibit 1, Exhibit 2 – Budget Augmentation Request, and Exhibit 3.

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

COUNTY shall pay CONSULTANT a contract fee not to exceed THREE HUNDRED TWENTY THOUSAND SEVEN HUNDRED NINETY FIVE DOLLARS (\$320,795); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed THREE HUNDRED THIRTY SIX THOUSAND EIGHT HUNDRED THIRTY FIVE DOLLARS (\$336,835) without a formal written amendment to this Agreement approved by the COUNTY.

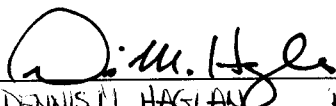
Exhibit 3 contains the additional environmental services required during the construction phase and is included with this amendment as an attachment. All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 2 to the Agreement on _____, 20____.


"COUNTY"
County of Yuba

Board of Supervisors

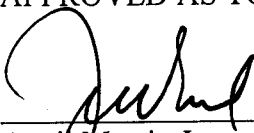
"CONSULTANT"
Drake Haglan & Associates


DENNIS M. HAGLAN, P.E.
President

INSURANCE PROVISIONS APPROVED


Martha Wilson,
Risk Manager

APPROVED AS TO FORM


Angil Morris-Jones
County Counsel

Section 1

Scope of Work

The Yuba County Department of Public Works (County) has requested that North State Resources, Inc. (NSR) prepare a proposal to provide environmental services for the Timbuctoo Road over Deep Ravine No. 1 Bridge Replacement Project (Project). The Project is located within the rural community of Timbuctoo which is located approximately 17 miles east of the city of Marysville in Yuba County, California. The environmental services to be provided include: 1) preconstruction survey for nesting raptors and other migratory birds; 2) preconstruction survey for roosting bats; and 3) assistance with implementation of the Environmentally Sensitive Area (ESA) Action Plan for cultural resources.

Task 1: Preconstruction Survey for Nesting Raptors and Other Migratory Birds

- 1.1 If construction is to occur during the nesting season (nesting season is February–August), NSR will conduct a 1-day, pre-construction field survey for nesting raptors and migratory birds. Actual survey timing will be coordinated with the County, but must occur no earlier than 15 days prior to the start of work. The survey area will include all areas that will be subject to construction activities and the following buffers: 1) a 500-foot buffer for nesting raptors; and 2) a 50-foot buffer for nesting migratory birds. The survey will be conducted by a NSR biologist on foot. Any inaccessible areas will be surveyed as best as possible from a distance.
- 1.2 NSR will prepare a letter report documenting the methods and results of the investigation. The report will include a map illustrating the location of the survey area, a map illustrating the approximate location of active nest sites (if any), recommendations to avoid disturbance to active nest sites (as needed), and a list of all bird species observed during the field survey. The County will be informed of the results of the field survey (telephone or brief e-mail) within 24 hours of the completion of the field survey. An electronic copy (PDF) of the report will be provided to the County within 5 days after the completion of the survey.

Task 2: Preconstruction Survey for Roosting Bats

- 2.1 NSR will conduct a 1-day preconstruction survey of the existing bridge to inspect the bridge for evidence of use by roosting bats. If evidence of bat use is observed, the field biologist will (to the extent practicable) attempt to determine what species are present, what structural features of the bridge are being used, and for what roosting purpose (i.e., day vs. night roosting).

- 2.2 NSR will prepare a letter report documenting the methods and results of the investigation. Photographs will be provided that document investigation activities as appropriate. The County will be informed of the results of the field survey (telephone or brief e-mail) within 24 hours of the completion of the field survey. An electronic copy (PDF) of the report will be provided to the County within 5 days after the completion of the survey.

Task 3 ESA Action Plan Assistance for Cultural Resources

- 3.1 Review plans, specifications, and estimates (i.e., PS&E package) provided by the County to ensure that the ESA is clearly described and illustrated.
- 3.2 NSR archaeologist will participate in an onsite preconstruction meeting with the County and/or construction personnel. The NSR archaeologist will discuss historic preservation laws that protect archaeological sites against any disturbance or removal of artifacts; and it will be stressed that no construction activity (including storing or staging of equipment or materials) shall occur within the ESA and that workers must remain outside of the ESA at all times.
- 3.3 NSR archaeologist will conduct a field review of the ESA location with the County and/or construction personnel to ensure that all parties understand the boundaries of the ESA.
- 3.4 NSR archaeologist will conduct 2 days of monitoring during fence installation along the boundary of the ESA. The temporary orange plastic fencing will be installed by the construction contractor.
- 3.5 Once construction begins, the NSR archaeologist will inspect the construction area on a weekly basis to ensure that the ESA is not breached. If there is any breach in the ESA, the NSR archaeologist will immediately notify the County and Caltrans.
- 3.6 NSR archaeologist will conduct 1 day of monitoring during removal of the temporary fencing along the boundary of the ESA.
- 3.7 Following removal of the temporary fencing, NSR will prepare a brief letter report (2–5 pages) documenting the archaeological coordination and monitoring of the ESA during site preparation, construction, and fencing removal. An electronic copy (PDF) of the report will be provided to the County within 5 days after the completion of the removal of the temporary fencing.

Section 2

Information Needs / Assumptions

Information to be Provided by the County

In order to complete the proposed scope of work, NSR would require the following information from the County:

- Current project details and drawings that identify: 1) all areas proposed for construction-related disturbance (e.g., work areas, staging, vehicle parking; 2) the areas where vegetation will be removed and ground outside of the roadway will be disturbed; 3) construction schedule including start dates (e.g., start of vegetation removal/ground disturbance) and sequencing of construction; 4) appropriate parties to coordinate the timing of survey efforts with the start of construction work, and to provide real-time telephone/e-mail updates at the completion of pre-construction survey efforts. Ideally, project location information (e.g., vegetation removal areas) can be provided in electronic format compatible with GIS (e.g., CAD files, ESRI shapefiles) in addition to PDF versions.
- Coordination necessary to schedule the ESA plan review, preconstruction meeting, and field monitoring. Identification of contractor staff who may be tasked providing environmental training to incoming construction personnel that are hired/assigned after the initial training session.

Assumptions

Our cost estimate is based on the following assumptions:

- Any landowner permissions required for field access will be obtained by the County.
- The County will provide the PS&E package to NSR no less than 1 week prior to the preconstruction meeting. All coordination and communication for review of plans and specifications will be via e-mail or telephone; no in-person meetings are anticipated.
- The County will be responsible for installation/maintenance of any required exclusionary fencing, signage, and flagging; and installation/maintenance of other BMPs.
- The onsite preconstruction meeting will not require more than four hours of onsite time. The field review of ESA location will not require more than four hours of onsite time. Cost estimate assumes that the preconstruction meeting and field review of ESA location will be conducted on separate days. If practicable, they will be conducted together on the same day.
- Installation of the temporary fencing around the ESA will not require more than two days to complete. Removal of the fencing will not require more than 1 day to complete.

- One archaeological monitoring visit will be conducted per week for no more than 24 weeks. Each monitoring visit will be limited to 4 hours or less of on-site time. It is anticipated that construction activities will not result in a breach of the ESA. Agency and County coordination to address breaches and implement remediation measures is not included in this scope of work.
- Pre-construction surveys and environmental monitoring will be limited to the level of effort indentified in the scope of work. If additional environmental services and/or agency coordination are required (e.g., repeat pre-construction surveys are needed due to lapse in construction, active nests/bat roosts located and require monitoring, field meetings with agency staff), NSR will provide an additional scope of work and cost estimate.

Section 3

Cost Proposal

The labor costs and direct expense costs for each task are provided below. The total cost is proposed on a time and materials, not-to-exceed basis.

Table 1. Cost Proposal for Timbuctoo Road Bridge Replacement Project

Task	Labor	Expenses	Total
Task 1. Pre-Construction Bird Survey	\$ 1,836	\$ 154	\$1,990
Task 2. Pre-Construction Bat Roost Survey	\$ 1,836	\$ 154	\$1,990
Task 3. ESA Action Plan Assistance	\$18,556	\$ 2,099	\$20,655
TOTAL	\$22,228	\$2,407	\$24,635

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



467-13

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

DECEMBER 10 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept Hammonton-Smartsville Road Shoulder Widening and Overlay Project as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept the project as complete and authorize the Public Works Director to sign and record the Notice of Completion.

BACKGROUND:

Knife River Construction was awarded the contract for Hammonton-Smartsville Road Shoulder Widening and Overlay in the amount of \$711,588.30 on May 14, 2013. Actual construction cost was \$783,672.46. The cost increase was due to unsuitable material encountered that required dig-outs and full depth asphalt concrete sections on portions of the travel lanes and shoulders. The project consisted of shoulder improvements and placing hot mix asphalt overlay on Hammonton-Smartsville Road from 0.7 miles west to 2.0 miles west of South Golden Parkway in Yuba County.

DISCUSSION:

The Contractor has completed the work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the Public Works Budget, and the request is routine in nature.

FISCAL IMPACT:

The construction of the safety portion of the project is funded with Federal-aid money through the HSIP Program (\$518,670) with a local contribution of \$60,600 that is provided by Yuba County. Yuba County's share of the overlay and dig-out portion of the project is 100% (\$204,402) and is funded through Measure D.

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
SUBJECT: Three Rivers Levee Improvement Authority - Employment Contract Extension
for the Executive Director
DATE: December 10, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors approve the attached two-year contract extension for Paul Brunner, Executive Director of the Three Rivers Levee Improvement Authority.

BACKGROUND

On May 16, 2006, the Three Rivers Levee Improvement Authority (TRLIA) hired Mr. Brunner. The hiring was implemented through an employment agreement (Agreement) between Mr. Brunner, TRLIA, and Yuba County. The position was included in the Yuba County position allocation schedule. The Agreement provided Yuba County would act as the employer and assign Mr. Brunner to TRLIA to manage the program. TRLIA reimburses the County for the cost of the Agreement. On January 22, 2008, August 18, 2009 and December 13, 2011 extensions were executed between TRLIA, the County, and Mr. Brunner. The current employment contract ends on December 31, 2013.

DISCUSSION

The TRLIA Board provided direction to TRLIA General Counsel Scott Shapiro to negotiate a contract extension with Mr. Brunner. As a result of the direction provided and subsequent discussions the extension proposes a contract extension for a twenty four (24) month period, ending December 31, 2015. There are no additional changes to the contract.

The TRLIA Board of Directors approved the contract extension at their meeting of November 12, 2013 and a signed copy is on file with the Clerk of the Boards office.

FISCAL IMPACT

The cost of this extension is included in the TRLIA approved budget for FY 2013-2014 and will need to be budgeted for FY 2014-2015.

Attachments:

May 16, 2006 Agreement

January 28, 2008 extension

August 18, 2009 extension

December 13, 2011 extension

Proposed 2 year extension to 2015

**EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER**

This Extension to Employment Agreement among the Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the 13 day of December, 2011, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

WHEREAS, on May 16th, 2006, the Authority, the Employee, and the County entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the Authority, the County, and the Employee desired on January 22, 2008 and again on August 18, 2009 to extend the employment relationship and did so; and

WHEREAS, the Authority, the County, and the Employee desire to again extend the employment relationship by an additional two years from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2013), with the changes noted herein.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "**December 31, 2011**" and to replace that date with "**December 31, 2013**."

3. Remainder of Employment Agreement. The following changes shall be made to the Employment Agreement:

(a) Section 2.E. A new section 2.E. shall be added as follows: "Employee shall be a part time employee working no less than 50% time in a month and no more than 100% time in a month, with no more than 40 hours worked in any given week. Employee shall monthly report to County the number of hours worked and shall show hours worked on a daily basis. The County and Authority understand and agree that Employee may dedicate some of his time away from the duties of Authority working for other employers, and such arrangement is approved so long as it is consistent with Section 2.C."

(b) Section 6.A. The following phrase shall be deleted from the third sentence of Section 6.A.: "until their Index Rate equals 1.2160 (equivalent to four years of service)."

(c) Section 6.B. A new Section 6.B. shall be added as follows: "The Parties acknowledge that the County is doing a study regarding the duties and commensurate compensation for this position. The Parties agree to negotiate changes to the salary in good faith if so requested by Employee after conclusion of the study."

(d) Section 6.C. A new Section 6.C shall be added as follows: "The Parties acknowledge that Employee will move from a full time to a part time employee under this Agreement. Therefore, County shall calculate an hourly rate for Employee's work based on the salary determined under Section 6.A. and using a monthly report from Employee of hours actually worked, County shall calculate the salary for the month and pay Employee accordingly."

(e) Section 8.B. Section 8.B. shall be deleted and replaced with the following: "In lieu of a cell phone, the Authority or County shall provide Employee with a data card for Employee's computer thus allowing Employee to work remotely. The Authority or County will be responsible for the maintenance and operational costs of this data card."

(f) Section 8.C. Section 8.C. shall be deleted and replaced with the following: "In lieu of reimbursing Employee for mileage costs associated with using Employee's personal vehicle for Authority business, Employee shall receive a car allowance of \$300 per month."

(g) Section 8.D. Section 8.D. shall be deleted and replaced with the following: "Employee shall be entitled to sick leave and vacation time in accordance with existing provisions of the County's Rules Governing Resolution #2005-113 (as amended by Resolution 2006-59)."

4. Performance Evaluation. Authority shall conduct a performance evaluation of Employee pursuant to Section 7B of the Employment Agreement by December 31, 2012.

IN WITNESS WHEREOF, Authority, County, and Employee have caused this Extension to be signed and executed on the dates of their respective signatures.

Date: 12-6-11

AUTHORITY

By:

Rick Brown Chair
Mary-Jane Griego, Chair
Rick Brown, Vice Chair

**EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEEVE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER**

This Extension to Employment Agreement Among The Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the 18th day of August, 2009, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

WHEREAS, on May 16th, 2006 the Authority, the Employee, and the County of Yuba entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the term of that Employment Agreement is to expire on December 31, 2009 because of uncertainty that existed at the time when the Employment Agreement was executed as to funding sources for the Authority and when the flood protection improvements proposed by the Authority would be completed; and

WHEREAS, the Employment Agreement explicitly provides in Section 4 that the term of the Employment Agreement may be extended; and

WHEREAS, the Authority, the County, and the Employee desire to extend the employment relationship by an additional two years from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2011), without any other changes to the Employment Agreement.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "**December 31, 2009**" and to replace that date with "**December 31, 2011.**"

3. Remainder of Employment Agreement.

No further changes shall be made to the Employment Agreement as a result of this Extension.

IN WITNESS WHEREOF, Authority, County, and Employee have caused this Extension to be signed and executed on the dates of their respective signatures.

Date: August 18, 2009

AUTHORITY

By:

Mary Jane Griego, Chair

Date: September 15, 2009

COUNTY

By:

John Nicoletti, Chair

Date: 8-18-09

EMPLOYEE

By:

Paul M. Brunner

APPROVED AS TO FORM:
COUNTY COUNSEL

Pat Germaine
Chief Deputy

APPROVED AS TO FORM:
ANDREA P. CLARK
GENERAL COUNSEL, TRLIA

Andrea P. Clark

**EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER**

This Extension to Employment Agreement Among The Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the 18 day of January, 2008, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

WHEREAS, on May 16th, 2006 the Authority, the Employee, and the County of Yuba entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the term of that Employment Agreement is to expire on June 30, 2008 because of uncertainty that existed at the time when the Employment Agreement was executed as to funding sources for the Authority and when the flood protection improvements proposed by the Authority would be completed; and

WHEREAS, the Employment Agreement explicitly provides in Section 4 that the term of the Employment Agreement may be extended; and

WHEREAS, the Authority, the County, and the Employee desire to extend the employment relationship by an additional eighteen months from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2009), without any other changes to the Employment Agreement.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "June 30, 2008" and to replace that date with "December 31, 2009."

3. Remainder of Employment Agreement.

No further changes shall be made to the Employment Agreement as a result of this Extension.

IN WITNESS WHEREOF, Authority, County, and Employee have caused this Extension to be signed and executed on the dates of their respective signatures.

Date: January 8, 2008

AUTHORITY

By:

Mary Jane Gringo, Chair

Date: January 22, 2008

COUNTY

By:

Daniels Logue, Chair

Date: 1-8-08

EMPLOYEE

By:

Paul H. Brunner

APPROVED AS TO FORM
DANIEL G. MONTGOMERY
COUNTY COUNSEL

BY:

[Signature]

Approved as to Form
Scott Shapiro
TRUA General Counsel

By: Andrea P. Clash for Scott Shapiro

06-294

**EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER**

This Employment Agreement ("Agreement") is entered into on this 16th day of May, 2006 among the Three Rivers Levee Improvement Authority ("Authority"), established in April 2004, and the COUNTY OF YUBA ("County"), a political subdivision of the State of California, and Paul G. Brunner ("Employee").

RECITALS

WHEREAS, the Authority and the County will enter into an agreement providing that the Authority's employees are considered both County and Authority employees; and

WHEREAS, the Authority desires to employ Employee as its Executive Director; and

WHEREAS, Employee desires to serve as the Executive Director of Authority beginning June 1, 2006; and

WHEREAS, the County Administrative Officer ("CAO") shall be considered the Employee's supervisor, but the CAO shall provide an evaluation to the Employee and shall terminate or discipline the Employee only in accordance with the direction of the Authority; and

WHEREAS, the Authority, Employee, and the County desire to agree in writing to the terms and conditions of Employee's employment as the Authority's Executive Director; and

This Agreement shall be the sole and exclusive basis for an employment relationship among Employee, Authority, and County.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into this Agreement.

2. Duties of Employee.

A. Employee agrees to serve as the Executive Director of the Authority and shall perform the functions and duties as specified in the class specification for the Executive Director (attached hereto and incorporated herein by reference as Exhibit A) and all other

applicable laws, rules and regulations now in effect or hereafter adopted, and to perform other legally permissible and proper duties and functions as the Authority may from time to time assign.

B. Employee shall perform the assigned duties to the best of his/her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the County and all directives of the Authority.

C. Employee shall not engage in any activity or take any position (paid or otherwise) that is, may become, or may in any degree present a conflict of interest or appear to present a conflict of interest with the duties inherent in the position of the Authority's Executive Director. Employee shall not engage in any activity that is, or may become, a prohibited contract, or which may create an incompatibility of office as defined under state law.

D. Employee agrees to complete economic interest disclosure forms as required by law and in connection with the performance of any services under this Agreement, which shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

3. Duties of Authority and County.

The parties agree that Employee shall be an at-will employee of both the Authority and the County. Employee or the Authority may terminate this employment relationship at any time during the term of this Agreement with or without cause and as described more fully below.

A. County Administrative Officer. The County Administrative Officer ("CAO") shall be Employee's official County supervisor. The CAO shall authorize Employee's payroll as well as vacation, sick and other applicable leave time. Employee shall not be required to implement specific programs or perform specific tasks requested solely by the CAO; such direction shall be given by the Authority. The CAO shall not have the individual authority to evaluate, discipline, release, or terminate Employee.

B. Rights and Benefits. The County shall provide Employee with the same rights and benefits as provided to County management employees, and as they may be amended from time to time and as such rights and benefits may be modified by this Agreement. County shall be responsible for addressing all of Employee's rights and benefits questions with respect to County employment.

C. Authority's Responsibilities. The Authority shall provide overall managerial and supervisory direction to Employee. Employee's questions concerning individual projects and assignments are to be directed to the Chair of the Authority.

D. Approval of Authority. Upon a majority vote of Authority members present and voting at an Authority meeting, the Authority shall recommend to the CAO Employee's evaluation, discipline, release, or termination, and the CAO shall follow any such recommendation.

E. Agreement between County and Authority. The specific duties and obligations of the County and the Authority will be further specified in an Agreement between the County and the Authority. In the event of any inconsistency between this Agreement and the Agreement between the County and the Authority, this Agreement shall control.

4. Term. The term of this Agreement shall be from the date Employee executes this Agreement and shall continue until June 30, 2008, and may be extended by agreement of both parties. Nothing is preventing the parties from modifying this agreement should future funding be secured.

5. Resignation and Termination.

A. Resignation. Employee may resign at any time during the term of this Agreement and agrees to provide the Authority with thirty (30) days advance written notice of the effective date of his/her resignation.

B. No Promise of Continued Employment. There is no express or implied promise made to Employee by either Authority or County for any form of continued employment. All parties agree that Employee is an at-will employee who serves at the pleasure of the Authority and whose employment may be terminated at any time without cause.

C. Release of Employee from Authority Service. Authority may release Employee from Authority employment at any time upon written notice and after a majority vote of the all the Authority members. An Authority decision to release Employee may be made in closed session consistent with the Ralph M. Brown Act and subsequently announced in a public meeting. The Authority shall transmit its decision to release Employee to the CAO, who shall immediately take the appropriate measures to remove Employee from his service as the Authority's Executive Director.

- a. In recognition of employee's professional status and integrity, Employee and the Board shall prepare a joint public statement to be made by the Board at the public meeting when the Board action of termination is announced.
- b. Employee shall have the option to resign his office instead of being terminated if an action by the Authority to terminate has been taken in closed session. Employee shall be given a time certain, not less than five working days, by which such resignation in writing shall be

delivered to the Clerk of the Board and, in the event such resignation is timely delivered, the public announcement as provided for in paragraph 5C(a), above, will reflect that Employee has resigned. Such resignation in lieu of termination shall not affect the right to receive payment under this contract as hereinafter set forth.

- c. A decision by the Board to terminate Employee for cause may be made in closed session consistent with the Ralph M. Brown Act and announced at a public meeting. Cause is defined as failure to perform the duties outlined in section 2 of this agreement. In the event of termination for cause Employee shall have the right to a name clearing public hearing.
- d. The CAO and the County shall also comply with all applicable local, state, and federal laws, regulations, policies, and procedures with respect to any discipline or termination of Employee, except to the extent that they contradict the terms of this Agreement.
- e. Should the employee be terminated without cause, the employee will be paid six months severance pay, or if less than six months remain on the contract, the employee will be paid the full amount of the remaining portion of the contract as severance pay.

6. Salary

A. Commencing with the date of appointment set forth above, Employee shall be compensated according to the Yuba County Classification System - Basic Salary Schedule which identifies the base gross monthly rate of the Executive Director at eight thousand three hundred thirty four dollars (\$8334.00). Employee shall be hired at the Merit Index rate equivalent to the completion of at least 2 years service – 1.1030 equaling \$9193.00 and the SCD shall be temporarily adjusted to reflect the advanced Index Rate. Employee will continue to receive annual Index Rate increases until their Index Rate equals 1.2160 (equivalent to four years of service). Additionally, an increase equal to any cost of living increase given to miscellaneous employees shall also be given to Employee.

7. Performance Evaluation.

A. Initial Performance Evaluation. The Authority shall perform an initial performance evaluation of Employee within the first ten ninety days (90) days of the term of this Agreement. The purpose of this evaluation is to establish the Authority's goals and expectations of the new Executive Director. All members of the Authority will go over the evaluation with the employee during a closed meeting session. Upon approval of a majority of the Authority members, the Authority Chair shall transmit the evaluation to the CAO, who shall complete and file the evaluation with the County.

B. Subsequent Performance Evaluations. Following the Initial Performance Evaluation specified in Section 6(A) above, the Authority shall thereafter perform a performance evaluation of Employee on an annual basis. All members of the Authority will go over each evaluation with the employee during a closed meeting session. Upon approval of a majority of the Authority members, the Authority Chair shall transmit the evaluation to the CAO, who shall complete and file the evaluation with the County.

C. Right to More than an Annual Evaluation. Nothing in this Section 6 or County rules, policies, or procedures shall prohibit the Authority from evaluating Employee on a more frequent basis.

8. Other Benefits

A. The Authority or County shall provide the employee a vehicle to use to conduct Authority duties. The employee can take this vehicle home when Authority duties make it impractical for employee to return to office that day. Employee would return vehicle to work site the following workday. The Authority or County will be responsible for the insurance, maintenance, and operational costs of this vehicle.

B. The Authority or County shall provide the employee with a cell phone to use for County or Authority duties. The employee can use the cell phone for limited personal use. The Authority or County will be responsible for the maintenance, and operational costs of this phone.

C. The Authority or County shall reimburse employee for mileage costs associated with using employee's personal vehicle for Authority or County business. The reimbursement rate will be the same as used for Yuba County employees.

D. Since this is a term position the waiting period for the following benefits are waived and effective the first day of the contract the employee is granted:

- 1) 12 days of sick leave per year
- 2) 15 days of vacation time per year. In 2006 the employee has already made significant personal vacation plans for 2 October thru 17 October, which the County and Authority approve.

9. Notices

Any notices required by this Agreement shall be in writing and either given in person to the recipient or by first class mail, postage prepaid, and addressed as follows:

TO AUTHORITY: Three Rivers Levee Improvement Authority
915 8th Street, Suite 115
Marysville, CA 95901
Attn: Chair

TO COUNTY: County of Yuba
915 8th Street, Suite 115
Marysville, CA 95901
Attn: County Administrator

TO EMPLOYEE: Paul G. Brunner
8186 Joe Rodger Road
Granite Bay, CA 95746

9. Assignment.

This Agreement is not assignable by any of the parties. Any agreement to the contrary by any of the parties shall be void.

10. Governing Law and Choice of Forum.

This Agreement shall be administered and interpreted under California law as if drafted equally among all parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County.

11. Severability

In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, Authority, County, and Employee have caused this Agreement to be signed and executed as of the dates of their respective signatures.

DATE: May 16, 2006

AUTHORITY

BY: Richard E. Webb
Richard Webb, Chair

DATE: May 16, 2006

COUNTY

BY: [Signature]
Chairman

DATE: May 10, 2006

EMPLOYEE

BY: Paul G. Brunner
Paul G. Brunner

**EXTENSION TO
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY,
THE COUNTY OF YUBA,
AND PAUL G. BRUNNER**

This Extension to Employment Agreement among the Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the 12th day of November, 2013, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

RECITALS

WHEREAS, on May 16th, 2006, the Authority, the Employee, and the County entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the Authority, the County, and the Employee desired on January 22, 2008, August 18, 2009, and December 13, 2011 to extend the employment relationship and did so; and

WHEREAS, the Authority, the County, and the Employee desire to again extend the employment relationship by an additional two years from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2015), with the changes noted herein.

AGREEMENT

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

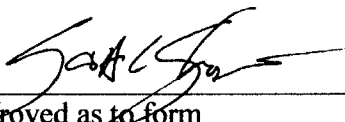
2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "**December 31, 2013**" and to replace that date with "**December 31, 2015**."

3. Remainder of Employment Agreement. The remainder of the employment agreement shall remain in effect without change.

IN WITNESS WHEREOF, Authority, County, and Employee have caused this Extension to be signed and executed on the dates of their respective signatures.

Date: November 12, 2013



Approved as to form

AUTHORITY

By: 
_____, Chair

Date: _____

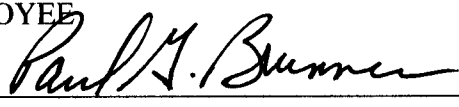
COUNTY

Approved as to form

By: _____
_____, Chair

Date: 11-6-2013

EMPLOYEE

By: 

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



**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: December 10, 2013

SUBJECT: Children's Medical Services (CMS) Plan and Fiscal Guidelines
for FY 2013-2014

RECOMMENDATION: The Board of Supervisors is requested to approve the attached CMS Plan and Fiscal Guidelines for FY 2013-2014 and authorize the Chair to sign the two CMS Certification Statements included in this plan.

BACKGROUND: The Department of Health Care Services (DHCS) has delegated the responsibility of administering the CMS program, which includes Child Health and Disability Prevention (CHDP), California Children Services (CCS) and the Health Care Program for Children in Foster Care (HCPCFC), to county health departments. DHCS allocates administrative funds to the Public Health Division of the Health and Human Services Department to provide these ongoing, mandated services upon the submission and approval of the CMS Plan Guidelines.

DISCUSSION: The CMS Plan and Fiscal Guidelines for FY 2013-2014 includes the combined plan, budget, and scope of work to continue the administration of the CHDP, CCS and HCPCFC programs in Yuba County. The budget for these programs is estimated to be \$723,200.00; which includes the CHDP budget of \$113,449.00, the HCPCFC budget of \$73,186.00, and the CCS budget of \$536,565.00. This revenue source covers salaries and benefits for 5.25 Full Time Employees (FTEs), in addition to the costs of services and supplies associated with administering these programs.

COMMITTEE: The Human Services Committee was bypassed as this is a routine annual request.

FISCAL IMPACT: Approval of the CMS Plan and Fiscal Guidelines will not impact County General Funds. The County match requirement for the CCS Program is estimated at \$34,334.00 and will be funded through Health Realignment Funds.

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Children's Medical Services Plan and Fiscal Guidelines

Certification Statement - Child Health and Disability Prevention (CHDP) ProgramCounty/City: Yuba County

Fiscal Year: 2013-14

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Michael A. Kinnison MD
Signature of CHDP Director

11-4-2013
Date Signed

Michael A. Kinnison MD
Signature of Director or Health Officer

11-4-2013
Date Signed

Deanne Jones
Signature and Title of Other – Optional

10/21/13
Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: J. Jones

Children's Medical Services (CMS)
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)

Plan Guidelines

FY 2013-2014

**Children's Medical Services
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)**

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1. Budget Summary	N/A
2. Budget Worksheet	N/A
3. Budget Justification Narrative	N/A

Plan and Budget Required Documents Checklist

MODIFIED FY 2013-2014

County/City:	<u>Yuba</u>	Fiscal Year:	<u>2013-2014</u>
Document			
1.	Checklist		<u>Yes</u>
2.	Agency Information Sheet		<u>Yes</u>
3.	Certification Statements		<u>Yes</u>
	A. Certification Statement (CHDP) – Original and one photocopy		<u>Yes</u>
	B. Certification Statement (CCS) – Original and one photocopy		<u>Yes</u>
4.	Agency Description		
	A. Brief Narrative		<u>Yes, CHDP</u>
	B. Organizational Charts for CCS, CHDP, and HCPCFC		<u>Retain locally</u>
	C. CCS Staffing Standards Profile		<u>Retain locally</u>
	D. Incumbent Lists for CCS, CHDP, and HCPCFC		<u>Yes</u>
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised		<u>Yes</u>
	F. Duty Statements – Include if newly established, proposed, or revised		<u>Yes</u>
5.	Implementation of Performance Measures – Performance Measures for FY 2012-2013.		<u>N/A</u>
6.	Data Forms		
	A. CCS Caseload Summary		<u>Yes</u>
	B. CHDP Program Referral Data		<u>Yes</u>
7.	Memoranda of Understanding and Interagency Agreements List		
	A. MOU/IAA List		<u>Yes</u>
	B. New, Renewed, or Revised MOU or IAA		<u>Yes</u>
	C. CHDP IAA with DSS biennially		<u>Yes</u>
	D. Interdepartmental MOU for HCPCFC biennially		<u>Yes</u>
8.	Budgets		
	A. CHDP Administrative Budget (No County/City Match)		
	1. Budget Summary		<u>Yes</u>

Children's Medical Services Plan and Fiscal Guidelines

County/City: Yuba

Fiscal Year: 2013-2014

Document		
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
B.	CHDP Administrative Budget (County/City Match) - Optional	
1.	Budget Worksheet	N/A
2.	Budget Justification Narrative	N/A
3.	Budget Justification Narrative	N/A
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
1.	Budget Summary	N/A
2.	Budget Worksheet	N/A
3.	Budget Justification Narrative	N/A
D.	HCPCFC Administrative Budget	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Worksheet to Determine Healthy Families Funding Source	Yes
4.	Budget Justification Narrative	Yes
E.	CCS Administrative Budget	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
G.	Other Forms	
1.	County/City Capital Expenses Justification Form	N/A
2.	County/City Other Expenses Justification Form	N/A
9.	Management of Equipment Purchased with State Funds	
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	Yes
3.	Property Survey Report Form (STD 152)	N/A

Agency Information Sheet**County/City:** Yuba County**Fiscal Year:** 2013-14**Official Agency**

Name:	County of Yuba (Health and Human Services Agency)	Address:	5730 Packard Ave., Ste. 100
Interim Health Officer	Michael Kinnison, M.D.		Marysville, CA 95901

CMS Director (if applicable)

Name:	Address:
Phone:	
Fax:	E-Mail:

CCS Administrator

Name:	Lynne Olsen, SPHN	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6766		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	lolsen@co.yuba.ca.us

CHDP Director

Name:	Michael Kinnison, M.D.	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6366		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	mkinnison@co.yuba.ca.us

CHDP Deputy Director

Name:	Cheryl Andersen, PHN II	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6454		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	candersen@co.yuba.ca.us

Clerk of the Board of Supervisors or City Council

Name:	Donna Stottlemeyer	Address:	915 8 th Street, Ste. 109
Phone:	530-749-7510		Marysville, CA 95901
Fax:	530-749-7353	E-Mail:	dstottlemeyer@co.yuba.ca.us

Director of Social Services Agency

Name:	Suzanne Nobles	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6271		Marysville, CA 95901
Fax:	530-749-6281	E-Mail:	snobles@co.yuba.ca.us

Chief Probation Officer

Name:	Jim Arnold	Address:	215 5 th Street
Phone:	530-749-7550		Marysville, CA 95901
Fax:	530-749-7364	E-Mail:	jarnold@co.yuba.ca.us

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Yuba County

Fiscal Year: 2013-14

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CHDP Director

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Children's Medical Services Plan and Fiscal Guidelines

Certification Statement - California Children's Services (CCS)

County/City: Yuba County

Fiscal Year: 2013-14

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CCS Administrator

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Brief Narrative

Yuba County's CHDP Program is currently composed of a Supervising Public Health Nurse, a Public Health Nurse II who serves as the CHDP Deputy Director, nursing staff (PHN/RN) and an Office Specialist. The program is part of the CMS Unit which includes CHDP, HCPCFC and CCS. The unit is directly supervised by a Supervising Public Health Nurse. The unit is one of three within the Health Services Division which is managed by the Director of Nurses with medical oversight provided by the Health Officer (Director of CHDP). The Health Services Division is part of the Health and Human Services Department which also includes CHDP's partners in Public Assistance (also referred to as Social Services or Eligibility) and Children's Services Division (also referred to as Child Welfare Services or Child Protective Services). The Foster Care Nurse in the HCPCFC program is stationed in the Child Welfare Services Division. This position receives program direction and input from both the CHDP Deputy Director and staff from the Children's Services Division.

Yuba County is a CCS dependent county under the direction of the CCS Dependent County Operations Section (DCOS). CHDP staff, the CCS Administrator, the CCS Case Manager, and the CCS Medical Case Managers collaborate in performing CMS functions. The CCS Case Manager informs eligible CCS clients of the CHDP program and provides CHDP brochures. The CCS Medical Case Managers review all requests for needed medical services and intervene in high-risk client case management. CHDP staff refers children identified on the PM 160 with possible CCS eligible condition(s) to the CCS Case Manager. The HCPCFC PHN makes referrals to the CCS program and assists CCS staff with foster children on their caseload as needed. Since the entire CMS unit is located in the same building, the three programs network on a regular basis.

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - California Children's Services

For FY 2011-12, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **HF** for Healthy Families; **IHO** for In-Home Operations, and; **RC** for Regional Center.

County/City: Yuba Fiscal Year: 2013-14

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN	Lynne Olsen	50%	No	No
Public Health Nurse I/II	Kimberly Agcokra	85%	No	No
Public Health Nurse I/II	Nellie Camarena	85%	No	No
Case Manager	Michele Clark	98%	No	No
Office Specialist	Kathleen Harriger	15%	No	No
Office Assistant (Bilingual)	Veronica Villalobos	20%	No	No
Account Technician	Donna Clark	45%	No	No
IT Analyst	Vacant	25%	No	No
Office Specialist (Program Eligibility Tech)	Vacant	79%	No	No

Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - Child Health and Disability Prevention Program

For FY 2013-14, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Yuba

Fiscal Year: 2013-14

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN	Lynne Olsen	6%	None	50% CCS, 44% General	No	No
Deputy Director, PHN II	Cheryl Andersen	44%	None	56% General	No	No
PHN I/II	Nelly Camarena	5%	None	85% CCS, 10% General	Yes	No
RN	Sarah Hawkins	5%	None	5.6% HIV Surveillance, 20% IZ, 69.4% General	No	No
Office Specialist	Kathleen Harriger	30%	None	15% CCS 55% General	No	No
Accounting Technician	Donna Paterno	5%	None	95% General	No	No
Office Assistant	Veronica Villalobos	5%	None	20% CCS, 75% General	No	No

Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - Health Care Program for Children in Foster Care

For FY 2011-12, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Yuba**

Fiscal Year: **2013-14**

Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
PHN I/II	Christle Chung	61.92%	None	38.08% Children's Services	No	No

DUTY STATEMENT

TITLE: Supervising PHN / CCS Administrator
(45% CCS Administrator/Global Supervision, 5% CCS Nurse Case Manager, 6% CHDP, 44% General)
Lynne Olsen

REPORTS TO: Director of Nursing or designee

DEFINITION: Assigns, directs, and reviews the work of all assigned nursing personnel and related staff; assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

DUTIES:
CCS

- 5% Furnish medical opinions on decisions and relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies. Determine estimated cost of medical care for exceptional cases.
- 5% Collaborate with physician groups, health department staff (e.g., public health nurses), CHD, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.
- 5% Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Program.
- 15% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes. Monitor yearly budgets to implement program plan within program appropriations in accordance with CMS Plan and Fiscal Guidelines. Orient and monitor personnel responsible for implementing the CCS program according to the Staffing Standards. Plan, direct, and review the work of CCS staff. Assure that CCS funded personnel perform only allowable functions, audit trail is maintained for all expenditures, and staff complete time studies a minimum of one month a quarter and retain on file. Develop and review program standards, regulations, policies, procedures, and health-related educational materials. Formulate and apply program administrative policies. Prepare program-related reports, documents and correspondence.
- 5% Develop and review medically related regulations, policies and procedures, and other health care service standards. Interpret CCS program standards and policy letters to physicians and other health care professionals.
- 10% Identify and implement quality management procedures relating to the medical services aspect of the program that would cover areas such as: authorization of health care services, appropriateness of health care delivery, etc. Perform county, regional, and state program reviews; evaluate performance, attainment of goals/objectives, measure outcomes, etc. Develop and utilize medical criteria to review claims, reporting forms, and client charts for the purpose of evaluating the appropriateness and adequacy of medical and allied professional health care.

CHDP

- 1.0% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes.
- 1.0% Develop, monitor, and revise yearly budgets to implement program plan within program allocations in accordance with CMS Plan and Fiscal Guidelines.
- 1.0% Develop and review program standards, regulations, policies, procedures, health-related educational materials.
- 1.0 % Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical training sessions/meetings.
- 1.0% Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and CalWorks staff to improve the availability and use of medical services.
- 1.0% Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Programs.

Duty Statement

Title: Public Health Nurse I/II
CCS Medical Case Manager

(5% CCS Nurse Case Manager, 45% CCS Administrator/Global Supervision, 6% CHDP, 44% General)
Lynne Olsen

(85% CCS Case Manager, 15% General)
Kimberly Agcopra

(85% CCS Case Manager, 5% CHDP, 10% General)
Nelly Camarena

Reports To: Supervising PHN

Definition: Responsible for the day to day CCS Medical Case Management activities. This must be a Skilled Professional Medical Person (SPMP).

Duties: Using skilled professional medical expertise to:

85% KA & NC Perform administrative medical case management activities such as:

Determining the medical rationale to ensure timely and appropriate medical follow-up.

5% LO Collecting and interpreting information regarding the applicant/client's medical status and his/her needs for medical services; conducting hospital-based utilization review activities to determine number of days for approval; identifying resources and referrals needed to support a patient's care in the home for his/her medical condition.

Initiating a proactive medical case management plan, including a review of the adequacy and availability of medical services for the applicant/client and participation in medical case management conferences to coordinate medical service needs and program benefits.

Reviewing literature and research articles to determine eligibility and/or benefits relating to a client's specific medical condition.

Reviewing complex physician billing and making fee determinations.

Providing information on specialized medical program services available to medically high-risk children and their families.

Furnishing medical opinions on decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies.

Determining the estimated cost of medical care for exceptional cases.

Determining the authorizations to be issued for medical services and benefits to paneled medical/allied health providers and vendors based on knowledge and application of program standards and county requirements.

SPMP Intra/Interagency Collaboration activities such as:

Collaborating with physician groups, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.

Participating in SPMP Program Planning and Policy Development and Quality Management activities such as:

Developing educational resources regarding CCS services and benefits for use by patients/families, providers, and community agencies.

Interpreting CCS program standards and policy letters to physicians and other health care professionals.

Participating in county program reviews; evaluate performance, attainment of goals/ objectives, measure outcomes, etc.

SPMP and Non-SPMP training activities such as:

Participating in county, regional, and state-conducted medical training sessions/meetings and attending professional education programs relevant to the role of the medical professional and/or to medical administration of the program(s).

Participating in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.

Program Specific Administration activities such as:

Reviewing program standards, regulations, policies, procedures, and health-related educational materials.

Reviewing literature and research articles to apply up-to-date knowledge in delivery of health care services.

Preparing program-related reports, documents, and correspondence.

DUTY STATEMENT

Title: Public Health Nurse II, CHDP Deputy Director
(44% CHDP, 56% General)
Cheryl Andersen, Deputy Director

Reports To: Supervising Public Health Nurse

Definition: The role of the PHN II / CHDP Deputy Director in the CHDP program is to provide support to the Director in the areas of Administrative Medical Case Management, Quality Management of CHDP providers, assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

Duties: Using skilled professional medical expertise:

- 4% Develop, monitor, and revise yearly budgets to implement program plan within program allocations in accordance with CMS Plan and Fiscal Guidelines.
- 5% Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical training sessions/meetings. Attend professional education programs relevant to the role of the medical professional and/or medical administration of the program(s).
- 6% Participate in State, Regional Deputy Director, subcommittee meetings, and work groups.
- 3% Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies (including maternal, child and adolescent health services, Medi-Cal Managed Health Care Programs.)
- 2% Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, Head Start, hospital, and CalWORKs staff to improve the availability and use of medical services through the CHDP program.
- 2% Coordinate/network with other program/services such as WIC immunization, oral health, child abuse, injury prevention, and youth-serving organizations to increase community awareness of preventive health services
- 1% Orient new RNs or PHNs in the program as needed regarding their work in CHDP follow-up and data keeping. Oversee quality of work of CHDP PHN or RN.
- 2% Ensure annual Eligibility Specialist trainings are conducted using materials consistent with federal informing requirements. Conduct annual Eligibility Specialist trainings as needed. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.
- 3% Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines.
- 1% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
- 1% Interpret the medical aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.
- 6% Explain the significance of actual and suspected medical conditions to client and their families; identify and resources and encourage clients to follow-up on medical, dental, nutritional, and mental health conditions coded with a 4 or 5 during health assessment screens.
- 6% Follow-up with clients referred from local social service departments including telephone calls, letter, and home visits with respective documentation required on social service referral forms. (PM357) Inform and assist applicant/client and family with need for support services such as find assistance to complete an application for health care coverage, scheduling appointments and obtaining other services
- 1% Follow-up on Newborn Hearing Screening referrals to help ensure infants have been re-screened if they failed their Newborn Hearing Screen.
- 1% Review professional literature and research articles to determine eligibility and/or benefits relating to a client's health care services needs and specific medical/health conditions.

DUTY STATEMENT

Title: CHDP Public Health Nurse I/II
(5% CHDP, 85% CCS, 10% General)
Nelly Camarena

Reports To: CHDP Director (programmatically) and the Supervising Public Health Nurse (globally)

Definition: The role of the PHN in the CHDP Program is to provide support to the Deputy Director in the areas of Administrative annual trainings for CHDP Providers and Eligibility and Quality Management of CHDP Providers.

Duties: Using skilled professional medical expertise:

CHDP
1%

Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.

2%

Provide annual Eligibility Specialist and CalWORKs trainings using materials consistent with federal informing requirements. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.

1%

Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines.

1%

Review literature and research articles to apply up-to-date knowledge in delivery of health care services.

DUTY STATEMENT

- Title:** CHDP RN
(5% CHDP, 5.6% AIDS Surveillance, 20% IZ, 69.4% General)
Sara Hawkins RN
- Reports To:** CHDP Deputy Director (programmatically) and the Supervising Public Health Nurse
- Definition:** The role of the RN in the CHDP Program is to provide support to the Deputy Director in the areas of Administrative annual trainings for CHDP Providers and Eligibility and Quality Management of CHDP Providers.
- Duties:** Using skilled professional medical expertise:
- 1% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
 - 2% Provide annual Eligibility Specialist and CalWORKs trainings using materials consistent with federal informing requirements. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.
 - 1% Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines.
 - 1% Review literature and research articles to apply up-to-date knowledge in delivery of health care services.

DUTY STATMENT

Title: Foster Care Public Health Nurse (PHN)
(61.92% HCPCFC, 38.08% Children's Services)
Christle Chung

Reports To: Supervising Public Health Nurse (programmatically), CWS Program Manager (globally)

Definition: In support of the CHDP Program the PHN I/II position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients.

10% Inform and assist child/youth in foster care and foster care providers with the need to obtain preventive health services within 30 days of placement. Promote an understanding of the need to maintain a link to health care services provided through the Child Health and Disability Prevention, Medi-Cal, and Denti-Cal programs. Inform and assist child/youth and foster care providers with the need for support services such as finding appropriate resources and scheduling appointments for medical, dental, mental health and developmental services.

20.92% Collect and interpret information regarding the client's health status and his/her needs for services to caseworkers, foster care providers, judicial court officers, health care providers. Explain the significance of actual and suspected medical conditions to clients, caseworkers, foster care providers and others. Identify resources, assist clients, their caseworkers, and foster care providers in obtaining comprehensive assessments and treatment services.

5% Evaluate and prioritize the client's medical and health care needs based on information obtained from interviews of biological parents, medical and school record reviews, and other medical documentation, etc.

3% Consult with the caseworker, foster care provider, and the health care provider to develop and update a health plan in the client's case plan. Review the client's health plan with the caseworker as needed and at least every six months.

5% Provide follow-up consultation on changes in health status, service needs, and effectiveness of services provided to promote continuity of care.

2% Collaborate with the caseworker, biological parent and foster care provider to ensure that all necessary medical/health care information is available to those responsible for providing health care for the client, including the Health and Education Passport or its equivalent.

3% Interpret medical information on specialized health services for medically high-risk clients, assist the caseworkers, and foster care providers to obtain referrals for necessary services.

- 2% Collaborate with caseworkers, medical, dental, mental, and developmental health providers, Independent Living Skills Program coordinators, foster care providers, foster family agencies, group homes, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.
- 2% Interpret the health care needs of clients in foster care to the medical provider network, other health care service providers, caseworkers, juvenile court officers, and foster care providers.
- 2% Assure that the Health and Education Passport or its equivalent is present and updated.
- 2% Prepare program-related reports, documents, and correspondence.
- 2% Participate in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.
- 2% Provide program information to caseworkers, juvenile court officers, foster care providers, foster family agencies, group homes, and other service agencies on the public health nursing services available through the HCPFC, CCS, and the CHDP program.
- 1% Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care.

DUTY STATEMENT

Title: Office Specialist
CHDP/CCS Office Specialist
(30% CHDP, 15% CCS, 55% General)
Kathleen Harriger

Reports To: Supervising Public Health Nurse, CHDP Deputy Director,
(Programmatically)

Definition: The CHDP/CCS Office Specialist is responsible for the clerical duties of the CHDP/CCS programs. (S)He performs technical clerical work and exercises independent judgment. (S)He works with providers and consumers to inform them of the CHDP program guidelines.

Duties:

CHDP

CCS

- | | | |
|-------|------|--|
| 2% | | Performs activities which include a combination of oral and written information associated with follow-up contacts to clients referred from local social service departments including telephone calls, letters, and home visits with respective documentation required on Social Services forms (PM 357). |
| 1% | | Orders, maintains, and distributes program materials for outreach purposes. |
| 6.75% | | Informs and assists clients and their families in accessing program services. |
| 6.75% | | Identifies and follows up on the need for support services such as scheduling appointments and transportation to assure that the client can access services. |
| 6.75% | | Receives and processes PM160 exams, prepares those designated by a medical or dental provider for further follow-up services. |
| 4% | 7.5% | Prepares reports, documents and correspondence that relate to the program. |
| .5% | | Participates in training sessions for providers on claiming program policy and regulations. |
| .25% | | Maintains current list of CHDP medical and dental providers. |
| 2% | 7.5% | Provide general clerical support. |

DUTY STATEMENT

Title: CCS Case Manager
(98% CCS, 2% General)
Michele Clark

Reports To: Supervising PHN

Definition: Performs duties necessary to the workings of the CCS program in Yuba County. (S)he works closely with the Dependent Counties Operations Section (DCOS), providers, families, Health Division staff, and associated agencies in other counties in performing his/her duties.

Duties:

- 1% Coordinates and participates in screening programs to facilitate identification of at risk patient population who are eligible for program services.
- 3% Orders, maintains, and distributes CCS/MC program materials to families, community agencies, and health care providers.
- 40% Determines financial and residential eligibility for CCS, conducts interviews of applicant/client family, including screening potential eligibility for Medi-Cal.
- 5% Informs and assists applicant/client and family in accessing other Medicaid program services, as they related to the client's medical condition such as Medi-Cal and EPSDT supplemental services.
- 3% Identifies barriers and assists the applicant/client, whose primary language is other than English, to secure medical services.
- 10% Participates in coordination of activities as required to meet the program(s) mandate in relation to other agencies such as Regional Center, Medi-Cal field office, local education agencies, public health agencies to include Maternal, Child and Adolescent Health services, Medi-Cal managed care programs, hospitals, and special care centers.
- 1% Reviews literature and researches articles to apply up-to-date knowledge in delivery of health care services.
- 30% Prepares reports, documents, and correspondence related to the program.
- 5% Participates in program required/conducted county, regional and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management. Develops and reviews program standards, regulations, policies, procedures, and health related educational materials. Participates in training/education programs which will improve the skill level of the individual staff member in meeting and serving the medical needs for the applicant/client.

DUTY STATEMENT

Title: Office Assistant
(20% CCS, 5% CHDP, 75% General)
Veronica Villalobos

Reports To: Supervising PHN

Definition: Interprets and translates for Spanish speaking CCS/CHDP clients to inform them about program requirements, services, and follow-up with recommended medical care.

Duties:

CHDP	CCS	
2.5%	10%	Identify barriers and assist the applicant/client, whose primary language is other than English, to secure medical services related to the client's medical condition.
2.5%	15%	Provide translation to assist the applicant/client, whose primary language is other than English.

California Children's Services Caseload Summary Form

County: YUBA COUNTY

Fiscal Year: 2013/2014

		A	B				
CCS Caseload 0 to 21 Years		09-10 Actual Caseload	% of Grand Total	10-11 Actual Caseload	% of Grand Total	11-12 Actual Caseload	% of Grand Total
MEDI-CAL							
1	Average of Total Open (Active) Medi-Cal Children	1156	66.47%	1203	62.20%	1236	63.58%
2	Potential Case Medi-Cal	85	4.89%	198	10.24%	231	11.88%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	1241	71.36%	1401	72.44%	1467	75.46%
NON MEDI-CAL							
Healthy Families							
4	Average of Total Open (Active) Healthy Families	255	14.66%	219	11.32%	232	11.93%
5	Potential Cases Healthy Families	2	0.12%	0	0.00%	4	0.21
6	Total Healthy Families (Row 4 + Row 5)	257	14.78%	219	11.32%	236	12.14%
Straight CCS							
7	Average of Total Open (Active) Straight CCS Children	141	8.11%	171	8.84%	134	6.89%
8	Potential Cases Straight CCS Children	100	5.75%	143	7.40%	107	5.51%
9	Total Straight CCS (Row 7 + Row 8)	241	13.86%	314	16.24%	241	12.40%
10	TOTAL NON MEDI-CAL (Row 6 + Row 9)	498	28.64%	533	27.56%	477	24.54%
GRAND TOTAL							
11	(Row 3 + Row 10)	1739	100.00%	1934	100.00%	1944	100.00%

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

County/City:	FY 10-11	FY 11-12	FY 12-13
Basic Informing and CHDP Referrals			
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	4870	3838	3838
2. Total number of cases and recipients in "1" requesting CHDP services	15	29	62
a. Number of CalWORKs cases/recipients	27	40	45
b. Number of Foster Care cases/recipients	90	173	201
c. Number of Medi-Cal only cases/recipients			
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:			
a. Medical and/or dental services	42	42	136

b. Medical and/or dental services with scheduling and/or transportation	3	6	59
c. Information only (optional)	87	89	371
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	36	38	86
Results of Assistance			
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	0	0	14
6. Number of recipients in "5" who actually received medical and/or dental services	0	0	12

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

County/City: Yuba County**Fiscal Year:** 2013-14

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From / To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Vision Service Plan	MOU	1998	2013	Supervising PHN / Lynne Olsen	No
Health Net	MOU	1998	2013	Supervising PHN / Lynne Olsen	No
Access Dental	MOU	1998	2013	Supervising PHN / Lynne Olsen	No
DentiCare	MOU	1999	2013	Supervising PHN / Lynne Olsen	No
HCPCF	MOU	July 2011- June 2013	2013	Supervising PHN / Lynne Olsen	No
Healthy Families and CCS MOU	MOU	2000	2013	Supervising PHN / Lynne Olsen	No
DSS	IAA	July 2011 – June 2013	2013	Supervising PHN / Lynne Olsen	No
Safe Guard Vision	MOU	2005	2013	Supervising PHN / Lynne Olsen	No
Blue Cross	MOU	2006	2013	Supervising PHN / Lynne Olsen	No
Eyemed Vision Care	MOU	2005	2013	Supervising PHN / Lynne Olsen	No

HCPFC Memorandum of Understanding

Suggested Areas of Responsibility for Child Health and Disability Prevention (CHDP) Public Health Nurses (PHNs) and Child Welfare Service (CWS) Agency Social Workers and Probation Officers in the Health Care Program For Children In Foster Care (HCPFC)

County/City: Yuba County

Effective Dates: July 1, 2013 - June 30, 2015

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Location	<ul style="list-style-type: none"> PHN will be located in the CWS agency with accessibility to all team members 	<ul style="list-style-type: none"> PHN will be located in the CWS agency with accessibility to all team members servicing children in foster care, including any PHNs currently working in CWS.
Supervision	<ul style="list-style-type: none"> PHN will be supervised by supervising PHN in the local CHDP program with input from CWS agency staff. 	<ul style="list-style-type: none"> CWS agency/Supervising Probation Officer will provide input to the supervising PHN.
Accessing Resources	<ul style="list-style-type: none"> PHN will identify health care providers in the community. PHN will evaluate the adequacy, accessibility and availability of the referral network for health care services and collaborate with CHDP staff to identify and recruit additional qualified providers. PHN will serve as a resource to facilitate (e.g., assist in scheduling appointments, arranging transportation, etc.) referrals to early intervention providers, specialty providers, dentists, mental health providers, CCS and other community programs. PHN will assist PHNs in the child's county of residence to identify and access resources to address the health care needs of children placed out of county. 	<ul style="list-style-type: none"> CWS agency Social Worker/Probation Officer will work with PHN to ensure that all children in foster care are referred for health services appropriate to age and health status on a timely basis. CWS agency Social Worker/Probation Officer will work with the substitute care provider (Foster Parent) and the PHN to identify an appropriate health care provider for the child. CWS agency Social Worker/Probation Officer will work with the PHN to ensure that children placed out of county have access to health services appropriate to age and health status.

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Health Care Planning and Coordination	<ul style="list-style-type: none"> • PHN will interpret health care reports for social worker/probation officers and others as needed. • PHN will develop a health plan for each child expected to remain in foster care. • PHN will work with substitute care provider to ensure that the child's Health and Education Passport or its equivalent is updated. • PHN will assist substitute care provider s in obtaining timely comprehensive assessments. • PHN will expedite timely referrals for medical, dental, developmental, and mental health services. • PHN will assist social worker/probation officer in obtaining additional services necessary to educate and/or support the foster caregiver in providing for the special health care needs, including but not limited to Early and Periodic Screening, Diagnosis, and Treatment Supplemental Services (EPSDT-SS). • PHN will obtain and provide health care documentation when necessary to support the request for health care services. • PHN will collaborate with social worker/probation officer, biological parent when possible and substitute care provider to ensure that necessary medical/health care information is available to those persons responsible for providing healthcare for the child, including a copy of the Health Education Passport (HEP) to the substitute care provider. • PHN will assist social worker/probation officer to assess the suitability of the foster care placement in light of the health care needs of the child. • PHN will collaborate with the social worker/probation officer and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. • PHN will review child's health plan with social worker/probation officer as needed and at least every six months. 	<ul style="list-style-type: none"> • Child's Social Worker/Probation Officer will collaborate with PHN to develop a health plan which identifies the health care needs and service priorities for each child expected to remain in foster care for 6 months or longer. • Social Worker/Probation Officer or designee will incorporate health plan into child's case record. • Social Worker/Probation Officer will assemble and provide health care documentation to the court when necessary to support the request for health care services. • Social Worker/Probation Officer will collaborate to complete and keep current the child's Health and Education Passport or its equivalent and provide a copy of the HEP to the substitute care provider. • Social Worker/Probation Officer will consult with the PHN to assess the suitability of the foster care placement in light of the health care needs of the child. • Social Worker/Probation Officer will collaborate with the PHN and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. • Social Worker/Probation Officer will review child's health plan with PHN at least every six months and before every court hearing relevant information will be incorporated into the HEP and court report.

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Training/Orientation	<ul style="list-style-type: none"> PHN will participate in developing and providing educational programs for health care providers to increase community awareness of and interest in the special health care needs of children in foster care. PHN will educate social workers, juvenile court staff, substitute care providers, school nurses and others about the health care needs of children in foster care. 	<ul style="list-style-type: none"> CWS agency staff/Probation Officers will provide input to PHN in developing curriculum for training others about health care needs of children in foster care. CWS agency staff/Probation Officers will collaborate with PHNs in educating juvenile court staff, substitute care providers, and others about the health care needs of children in foster care. CWS agency personnel will arrange for PHN access to the Child Welfare Services/Case Management System (CWS /CMS) system and provide training in its use.
Policy/Procedure Development	<ul style="list-style-type: none"> PHN will provide program consultation to CDSS/ Probation Departments in the development and implementation of the EPSDT/CHDP program policies related to the Health Care Program for Children in Foster Care. PHN will participate in multi-disciplinary meetings for review of health-related issues. 	<ul style="list-style-type: none"> CWS agency staff/Probation Officers will include the PHN in team meetings and provide orientation to social services and consultation on CWS/CMS.
Transition from Foster Care	<ul style="list-style-type: none"> PHN will provide assistance to the Social Worker/Probation Officer and the youths leaving foster care on the availability of options for health care coverage as well as community resources to meet the health care needs upon emancipation. 	<ul style="list-style-type: none"> CWS agency staff/Probation Officers will collaborate with PHN to assure youths leaving foster care supervision are aware and connected to resources for independent living.

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Quality Improvement	<ul style="list-style-type: none"> PHN will conduct joint reviews of case records for documentation of health care services with CWS agency/Probation Department. PHN will work with CWS agency/Probation Department to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team. PHN will establish baseline data for evaluating health care services provided to children in foster care. 	<ul style="list-style-type: none"> CWS agency staff/Probation Officers will conduct joint reviews of case records for documentation of health care services CWS agency/Probation Department will work with PHN to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team. CWS agency/Probation Officers will collaborate and assist PHN in gathering data.

This Memorandum of Understanding in effect from July 1, 2013 through June 30, 2015 unless revised by mutual agreement. In the event that changes in federal or state requirements impact the current Memorandum of Understanding, the local health department, social services department, and probation department agree to renegotiate the pertinent section within 90 days of receiving new instructions from the State.

Michael Y. Kimminson MD
Public Health Director or Child Health and Disability
Prevention Program Director

9/18/2013
Date

Samuel D. Jones
County Social Services Director or County Child Welfare
Service Agency Director

9/18/13
Date

J. Z. Cell
Chief Probation Officer

9-11-13
Date

Yuba County CHDP Program Interagency Agreement

Fiscal Years 2013-2014 and 2014-2015

I. Statement of Agreement

This statement of agreement is entered into between the Public Health Division and the Human Services Divisions of the Yuba County Health and Human Services Department to assure compliance with Federal and State regulations and the appropriate expenditure of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funds in the implementation of the Child Health and Disability Prevention (CHDP) Program.

II. Statement of Need

The following specific needs in Yuba County have been identified by the Public Health and Human Services Divisions as a focus for FY's 2013-2014 and 2014-2015.

- A. To convey full information to all Medi-Cal eligible recipients (under age 21) and/or parents regarding availability of CHDP services. Specific objectives include assuring that CHDP personnel continue to provide staff education to Human Services Divisions on the importance of preventive health exams, early treatment of problems identified, and their role in making CHDP referrals.
- B. To provide the maximum feasible percentage of the target population the actual services of health screening by identifying during staff education sessions, the target population along with percentage that actually receive preventative exams. CHDP providers in the county are also provided with the same statistics and strongly encouraged to develop a recall system according to the periodicity schedule.
- C. To provide coordinated, comprehensive, and culturally competent services for children living in foster care (relative/kinship, foster family homes, group homes, etc.) including CHDP health assessment services and necessary diagnostic and treatment services. Foster Care nurses located in the Child Welfare Services (CWS) Division are supporting these CHDP services for foster children.
- D. To close all gaps in existing programs by utilizing effective communication between the Health and Human Services Department and the Probation Department regarding informing and follow through with CHDP services. Gaps exist in the medical community when specialty treatment services are needed for children after the CHDP examination. Follow up care can be accessed, but there is usually an extensive wait and transportation is an issue since appointments require 1-2 hours travel time one-way.

County/City: Yuba County

Effective Dates: 07/01/2013 to 06/30/2015

-
- E. To expand staff education with the Human Services Divisions by making CHDP informing information available before the new employee starts with their caseloads.
 - F. To inform childcare providers about CHDP services and general public health services and information.
 - G. To continue involvement with community organizations such as WIC, Head Start, school districts, and family resource centers. Also to outreach with other community organizations and advocacy groups that impact children.
 - H. To develop an evaluation for the reporting systems between the Public Health and Human Services Divisions.

III. Organizational and Functional Relationships

- A. The exchange of information about persons applying for or receiving Medi-Cal, with or without linkages to other social services programs as outlined in this document, is permitted by State and Federal law and regulations, and is to be maintained in a confidential manner.
- B. Organizational Charts
(See attached copies.)
- C. Flow Charts
(See attached copies.)

IV. Human Services Divisions Responsibilities and Activities

A. Basic Informing and Documentation of Informing for CalWORKs or Medi-Cal.

Following are the requirements for Basic Informing and Documentation of Informing by Eligibility Determination staff for persons applying for, or receiving, CalWORKs or Medi-Cal.

The Human Services Division will inform all responsible adults including those who are blind, deaf, illiterate, or do not understand the English language. This may necessitate employing special techniques and will be so arranged by the agency as needed (i.e. bilingual staff employees for the Spanish and Hmong populations provided by staff social worker). American Sign Language services will also be provided by outside staff when needed.

- 1. In-person Application/Annual Re-determination

County/City: Yuba County

Effective Dates: 07/01/2013 to 06/30/2015

-
- a. In the requested face-to-face eligibility intake interview or at the time of the annual re-determination, the appropriate responsible adult(s) for Medi-Cal eligible persons, including unborn, and persons under 21 years of age will be:
- 1) Given a State-approved brochure about the CHDP Program.
 - 2) Given a verbal explanation about CHDP including:
 - a) The value of preventive health services and the differences between episodic and wellness care;
 - b) Availability of health assessments;
 - c) Availability of dental services;
 - d) The need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal; and
 - e) The nature, scope, and benefits of the CHDP Program.
 - 3) Asked questions to determine whether:
 - a) More information about CHDP Program services is wanted;
 - b) CHDP Program services - medical and/or dental - are wanted; and
 - c) If appointment scheduling and/or transportation assistance are needed to obtain requested CHDP medical and/or dental services.
- b. The Eligibility Determination staff will complete the Health Care Referral List Page in C-IV and generate a PM 357.- The worker will forward the PM 357 to CHDS Services staff and document in the case journal that:
- 1) A face-to-face informing occurred
 - 2) The program was explained to the customer;
 - 3) Date the explanation and the brochure was given; and,
 - 4) The individual responses to the CHDP service questions.

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2. Mail-in Application/Annual Re-determination - Medi-Cal

- a. Responsible adult(s) for Medi-Cal eligible persons under 21 years of age who apply by mail will do so through completion of a State-approved Medi-Cal Application/Annual Re-determination form. The Application/Annual Re-determination process includes the mailing of a State-approved brochure about the CHDP Program to the applicant. The State-approved brochure about the CHDP Program, entitled "Medical and Dental Health Check-Ups," informs the family of where to call or write if:
- 1) More information about CHDP Program services is wanted; or
 - 2) Help with getting an appointment and transportation to medical care is needed.
- b. Eligibility Determination staff will document on the MC 321 HFP.

NOTE: Any "Yes" response to the CHDP questions or offer of services through face-to-face encounters or mail-in applications requires a referral on the CHDP Referral Form (PM 357), or State-approved alternate referral form.

B. Basic Informing and Documentation of Informing for Children in Foster Care Program Placement

Following are the requirements for Basic Informing and Documentation of Informing by staff responsible for placement of children in foster care, including placements controlled by the Probation Department, Licensed Adoption Agency, and/or Placement Agencies.

1. Within 30 days of placement, the staff responsible for placing the child (i.e., social worker, probation officer) will document the need for any known health, medical, or dental care and ensure that information is given to the payee, hereafter referred to as the substitute care provider, about the needs of the eligible person and the availability of CHDP services through the CHDP Program. In the case of an out-of-state placement, the social worker shall ensure information is given to the substitute care provider about the Federal EPSDT services. The substitute care provider and/or child will be:
 - a. Given a State-approved brochure about CHDP services and information about the child's need of preventive health care; and
 - b. Given a face-to-face oral explanation about CHDP, including:
 - 1) The value of preventive health services and the differences between episodic and wellness care;

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- 2) The availability of health assessments according to the CHDP periodicity schedule, and how to obtain health assessments at more frequent intervals if no health assessment history is documented or the child has entered a new foster care placement;
 - 3) The availability of annual dental exams for children one year of age and older;
 - 4) The need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal; and
 - 5) The nature, scope, and benefits of the CHDP Program.
- c. Asked questions to determine whether:
- 1) More information about the CHDP Program is wanted;
 - 2) CHDP Program services - medical and/or dental - are wanted; and
 - 3) If appointment scheduling and/or transportation assistance is needed to obtain CHDP medical and/or dental services.
2. The Child Welfare Services staff responsible for placement will document the substitute care provider's response to the questions in the CHDP Program area of the Identification Page in the Placement Notebook in the Placement Management Section in the Client Services Application on the Child Welfare Services/Case Management System (CWS/CMS):
- a. Date care provider was informed of the CHDP Program and brochure given; and
 - b. Care provider's request for CHDP services.
3. The Probation Department, Licensed Adoption Agency, or other Placement Agency staff responsible for placement will document the substitute care provider and/or child's response to the CHDP questions on the CHDP Referral Form (PM 357) and maintain a copy in the case record.

NOTE: Any "Yes" response to the CHDP questions or offer of services requires a referral on the CHDP Referral Form (PM 357). See CHDP Program Letter No. 81-5/DSS All County Letter No. 81-43. A copy of the Referral Form is to be maintained in the child's case record.

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4. A "payee," referred to as the "out-of-home care provider" or "substitute care provider (SCP)," is defined as the foster parent(s) in a foster home, the officially designated representative of the payee when the child is in the foster care program, or a Medi-Cal eligible child residing in a group home, residential treatment center, or other out-of-home care facility.
 5. Child Welfare Services staff responsible for the child in a foster care placement will complete annual informing of the care provider/child. They will include information about CHDP preventive health services, unmet health care needs requiring follow up, and a review of the child's access to a primary care provider according to the process outlined for initial informing in B.1.a – B.1.c; and will document the results of informing in the case plan update.
 6. The Probation Department, Licensed Adoption Agency, or other Placement Agency staff responsible for placement will complete annual informing and the documentation of that informing according to the outline in B. 1. and B.3.
 7. The CWS Division will assure satisfactory initial and annual informing on behalf of children in the Foster Care program or Medi-Cal eligible children when the child is the responsibility of the Probation Department or any other social agency such as a Licensed Adoption Agency. This will be done through verbal explanation as well as through the use of printed material. The Probation Department worker will be responsible for explaining the purpose, provision, and availability of the CHDP Program. They will provide CHDP written information (CHDP brochure) to the appropriate agency that will refer for services needed.
 8. The CWS Division will insure that information about a CHDP exam is provided to the relatives of children in the Foster Care program and/or Medi-Cal eligible children placed out-of-home, or upon the return of the child to the parents.
 9. The CWS Division will assure that CHDP services are provided to foster care children placed out-of-county. This is the responsibility of the Child Protective Services worker. The CW social worker will provide an explanation to the foster parent of the purposes, provisions, and availability of the CHDP Program; provide the foster parent with a CHDP pamphlet, and offer assistance in removing barriers to obtain CHDP health services.

C. Referral to the EPSDT Unit of the CHDP Program

1. All "Yes" responses to the offers of more information about CHDP, CHDP medical/dental services, and appointment scheduling/ transportation assistance will be documented on a CHDP Referral Form (PM 357), or a State-approved alternate referral form. The Referral Form will be sent to the county CHDP Program. This action is required to ensure these

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services are received and that any necessary diagnostic and/or treatment services are initiated within 120 days of the date of eligibility determination for persons receiving assistance through CalWORKs or Medi-Cal, and within 120 days of the date of request for children in foster care placement.

2. Pre-paid Health Plan enrollment will be documented. Services are provided under income eligibility if Pre-paid Health Plan does not cover preventive services.
3. The CWS Division will assure CHDP services are provided to foster care children placed out-of-county. This is the responsibility of the CWS social worker. The CWS social worker will provide an explanation to the foster parent of the purposes, provisions, and availability of the CHDP program, provide the foster parent a CHDP pamphlet; and assist in removing barriers to obtain CHDP health services.
4. Referral requirements described in C.1 and C.2 above also apply to children in foster care placement controlled by the probation department, licensed adoption agency, and/or a placement agency. The CWS Division will assure satisfactory informing on behalf of the children in foster care when the child is the responsibility of the Probation Department or any other social agency such as a Licensed Adoption Agency. This will be done through verbal explanation as well as through the use of printed material. The Probation Department worker will be responsible for explaining the purposes, provisions, and availability of the CHDP program. They will provide CHDP written information (CHDP brochure) to the appropriate agency that will refer for services needed.

D. Information Provided by Human Services Staff on the CHDP Referral Form (PM 357) or State-Approved Alternate Referral Form

The following will be included on the referral form when any "Yes" response is given, written or verbal, to the offer of services:

1. Case Name and Medi-Cal Identification Number.
2. Type of services requested:
 - a. Additional information
 - b. Medical services
 - c. Dental services
 - d. Transportation assistance
 - e. Appointment scheduling assistance

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3. Source of referral:
 - a. New application
 - b. Re-determination
 - c. Self-referral
 4. Case type:
 - a. CalWORKs (on existing form as AFDC)
 - b. Foster Care
 - c. Medi-Cal Only (Full Scope, Limited Scope with or without a Share-of-Cost)
 5. Complete listing of members in case with birth dates including unborn and the expected date of confinement (EDC)
 6. Listing of the payee/substitute care provider and child in foster care
 7. Residence address and telephone number
 8. Eligibility Worker signature
 9. Date of eligibility determination for CalWORKs and Medi-Cal only cases or date of request for children in Foster Care and self-referrals

E. Care Coordination for Children in Foster Care

1. The staff responsible for placement of the child will ensure that the child receives medical and dental care that places attention on preventive health services through the CHDP Program, or equivalent health services in accordance with the CHDP Program's schedule for periodic health and dental assessments. More frequent health assessments may be obtained for a child when the child enters a new placement. Another health assessment may be claimed through CHDP by entering "New Foster Care Placement" in the Comments/Problems area of the Confidential Screening/Billing Report (PM 160). For example, if there is another health assessment during the child's previous placement, the child is not performing age-expected developmental skills, or if he/she has been moved to an area with a new provider. The staff responsible for placement of the child will ensure that arrangements are made for necessary diagnosis and treatment of health conditions suspected or identified.
2. Medical records including, but not limited to, copies of the CHDP Confidential Screening/Billing Reports (PM 160) or results of an

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equivalent preventive health screen for any child in foster care will be kept in the child's case record. Case records for children age one and over must also contain the result(s) of dental visit(s).

3. The case record will contain a plan which ensures that the child receives medical and dental care which places attention on preventive health services through CHDP or equivalent preventive health services in accordance with the CHDP Program's schedule for periodic health and dental assessments.

V. EPSDT Unit of the CHDP Program Responsibilities and Activities for Referrals

- A. The EPSDT functions will be provided by the Yuba County Health and Human Services Department, Public Health Division located at 5730 Packard Avenue, Marysville, CA 95901.
- B. Duty statements of unit personnel attached.
- C. Overall medical supervision will be done by the Health Officer and Director of the CHDP program. Administrative supervision is done by the Director of Nurses, and day-to-day supervision will be done by the Supervising PHN from the Children's Medical Services Unit, at the Yuba County Health and Human Services Department, Public Health Division.
- D. The EPSDT Unit will accept and take appropriate action on all referrals of Medi-Cal eligible persons under 21 years of age, including unborn, and will:
 1. Intensively inform those requesting more information and offer scheduling and transportation assistance to those who request CHDP medical and/or dental services.
 2. Provide all requested scheduling and/or transportation assistance so that medical and/or dental services can be received from a managed care plan or provider of the requester's choice. These services will be provided and diagnosis and treatment initiated within 120 days of the child's date of eligibility determination or re-determination, and within 120 days of a request if by self referral or for children in foster care unless:
 - a. Eligibility is lost; or,
 - b. Child is lost to contact and a good faith effort was made to locate the child as defined in Section VII; or,
 - c. Failure to receive services was due to an action or decision of the family or child.

Pre-paid Health Plan enrollment will be documented. Services are provided under income eligibility if pre-paid health plan does not cover preventive services.

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3. Assure that families asking for health assessment procedures not furnished by their provider are referred to another provider for those procedures so that all requested CHDP services are received within 120 days of the initial request.
 4. Follow up on families requesting appointment scheduling and transportation assistance to:
 - a. Re-offer scheduling and transportation assistance to those persons whose failure to keep appointments was not due to an action or decision of the family or child.
 - b. Offer and provide requested assistance to those for whom further diagnosis and treatment is indicated.
- E. Reminder cards with current addresses will be generated and mailed by the State CHDP Program for all children twenty-seven months of age and younger who are receiving Medi-Cal through the Fee-for-Service System.
- F. The following will be documented on the CHDP Referral Form (PM 357) or an alternate, State-approved referral form for each eligible person listed:
1. Type of transportation assistance and date given
 2. Appointment scheduling assistance and date given
 3. Date(s) of appointment(s) and name(s) of provider(s)
 4. Confirmation of CHDP services:
 - a. Health assessment requires a PM 160 on file or provider certification of provision of service.
 - b. Dental services require family, provider, or child verification.
 5. Follow up to needed diagnosis and treatment:
 - a. Response to offer of appointment scheduling and transportation assistance
 - b. Type of transportation assistance and date given
 - c. Date(s) of appointment(s) and name(s) of provider(s)
 - d. Confirmation of care - PM 161 or similar form of certification by provider
 6. Date appointment scheduling and/or transportation assistance was declined and by whom.

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7. Disposition of case: appointment kept or not kept, eligibility lost, family declined further services, or family/person lost to contact and Good Faith Effort was made to locate the person as defined in Section VII.
 - G. A quarterly report will be prepared by the 15th day following the end of each quarter to the State Department of Health Services showing the number of CalWORKs and Medi-Cal Only persons requesting CHDP services. This report will be used to verify information submitted annually on the Case Management Data Flow Sheet as part of the County's Plan and Budget for the following fiscal year.

VI. CHDP Program Responsibilities and Activities

- A. Yuba County will make all possible attempts to assure that an adequate number of medical providers will be available to meet county needs and Federal regulations in regard to allowable time frames.
- B. The Yuba County CHDP staff will make all possible attempts to assure an adequate number of dental providers are available to meet county needs and Federal regulations.
- C. An adequate supply of the following materials will be available to meet Human Services Divisions and other county needs:
 1. State-approved informing brochure with the address and phone number of the local CHDP Program
 2. Current list of CHDP medical and dental providers
 3. Other informational material, e.g., CHDP poster
- D. When eligible persons still needing CHDP services move to another county, the new county will be notified and appropriate information sent.

Procedure:

1. A new address will be requested from the appropriate Human Services Division.
 2. Follow up will be documented on Part B of the PM 357. A copy will be retained in our records.
 3. The original PM 357 is mailed to the CHDP program of the new county of residence. The new address will be included when it is available.
- E. Copies of Screening/Billing Reports (PM 160) for services given to children in foster care will be sent to the responsible Social Services Division, that is, the County of child's eligibility. A copy is kept in our files.

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- F. All persons eligible for Title V services (California's women of reproductive age, infants, children, adolescents, and their families) will be informed of availability of these services and referred as requested.
 - G. Referrals for Public Health Nursing services for intensive informing and follow up to health assessment and diagnosis and treatment will be accepted, and such services will be provided.

NOTE: Item G is required only when EPSDT funds are requested for Public Health Nursing through a county/federal match.

VII. Joint Human Services Divisions/CHDP Responsibilities

A Good Faith Effort will be made to locate all persons lost to contact. The EPSDT Unit/CHDP Program will query the Human Services Divisions for current addresses, telephone numbers, and Medi-Cal status of these persons. Upon request, the Human Services Divisions will share this information. The exchange of this confidential information is based on Federal and State regulations.

VIII. Staff Education

- A. Within 90 days of employment by the Human Services Divisions, all new staff with responsibility for placement or eligibility determination will have completed orientation regarding the CHDP Program and their role and responsibilities for informing persons about CHDP and referring for services. Social Worker Supervisors and Eligibility Supervisors will be responsible for conducting this training.
- B. Within 90 days of employment by the Probation Department or licensed adoption agency, staff responsible for placement will have completed orientation regarding the CHDP Program and their roles and responsibilities for informing persons about CHDP and referring for services. Probation Program Manager will be responsible for conducting this training in the Probation Department.
- C. Upon licensure and at renewal, foster parent(s) and group care home, residential treatment center, and other out-of-home care facility staff will complete orientation regarding nature, scope, benefits, and availability of CHDP Program services. Orientation is to be provided by the Human Services Divisions.
- D. All appropriate Public Health Division staff will receive orientation and an annual update regarding the CHDP Program.
- E. The local CHDP program will provide an annual update to all placement and eligibility determination staff regarding the CHDP Program.
- F. How additional staff in-service education needs will be identified:
 - 1. Needs due to regulatory changes.

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Regulatory changes will be made known to appropriate staff members as they occur and annually.

2. Needs revealed through program evaluation/reports.

Any needs identified will be addressed at that time either in writing, through face-to-face meetings or through a scheduled in-service.

3. Needs revealed through task force/problem solving meetings.

There are currently no such meetings held. There is, however, open communication among staff members. Questions are encouraged when clarification is needed either in the Human Services or Health Divisions.

4. Use of formalized education needs assessment tools.

No formal needs assessment tools available at present.

IX. Management Information and Program Evaluation

- A. The following information will be compiled and shared between the Public Health Division and the Human Services Divisions.

1. Numbers of:

- a. Eligibles - intake/re-determination. Break out number of children in foster care placement.
- b. Requests for CHDP services.
- c. Requests for more information.
- d. Requests for scheduling and/or transportation assistance.
- e. Medical assessment services requested and received.
- f. Dental services requested and received.
- g. Referrals to diagnosis and treatment.

2. Examples of children helped.

3. At a minimum, a quarterly report focusing on the aforementioned information from "1" and "2" to be sent to program/agency staff.

B. Program Evaluation

1. In Social Services Division, applications for CalWORKS and Medi-Cal are reviewed by supervising staff. Ongoing evaluation of forms completed,

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information filed, correspondence sent, etc., is being done by the Deputy Director and the supervising staff of the Public Health Division.

2. There is close inter-working between the EPSDT/CHDP staff and the Director of Nursing in the Public Health Division. Problems are discussed between the CHDP Deputy Director and the appropriate staff with changes made as necessary.
3. In the Public Health Division, periodic, notification procedures are discussed between the CHDP Deputy Director and the appropriate staff with changes made as necessary.
4. No special studies are being done by either department at this time.
5. Case management review of the CHDP process/system is ongoing by CHDP staff (e.g. Deputy Director periodically spot checks PM 160s for specific data and/or questions on follow up of diagnosis and treatment).
6. The Interagency Plan is reviewed on a yearly basis by the CHDP Deputy Director and supervisory staff at the Public Health Division and it is referred to in the event of questions/concerns throughout the year.

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X. Compliance Certification

In signing this agreement, we hereby certify that the CHDP Program in our community will meet the compliance requirements and standards pertaining to our respective departments contained in the following:

A. Enabling legislation of the CHDP Program

Reference: Health and Safety Code Sections 124025 through 124110 and Section 104395.

B. CHDP Program regulations that implement, interpret, or make specific the enabling legislation.

Reference: California Code of Regulations, Title 17, Section 6800 through 6874.

C. Medi-Cal regulations pertaining to the availability and reimbursement of EPSDT services through the CHDP Program.

Reference: California Code of Regulations, Title 22, Sections 51340(c), 51340 and 51532.

D. Regulations defining county Social Services Division responsibilities for meeting CHDP/EPSDT Program requirements.

1. Social Services Regulations

Reference:

- a. Staff Development and Training Standards - Manual of Policies and Procedures (MPP) Sections: 14-530, 14-610.
- b. Civil Rights - MPP Section 21-101, 21-107, 21.115.
- c. Eligibility and Assistance Standards - MPP Sections: 40-107.61, 40-131.3(k), 40-181.211, 45-201.5.
- d. Child Welfare Services Program Standards - MPP Sections: 31-002(c)(8), 31-075.3(h)(1), 31-075.3(h)(2), 31-205.1(h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362, 31-206.42, 31-206.421, 31-206.422, 31-330.111, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(f), 31-405.1(g), 31-405.1(g)(1).
- e. Intra and interagency relations and agreements Chapter 29-405 and Chapter 29-410.

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2. Medi-Cal Regulations

Reference:

- a. California Code of Regulations, Title 22, Sections: 50031; 50157(a), (d), (e), (f), and 50184(b).
- b. Other Title 22 regulations governing DSS programs regarding adoptions and referring parents to community services, including CHDP Pre-placement Advisement, California Code of Regulations, Title 22, Section 35094.2 and Advisement of Parents Whose Child has not been Removed from Parent's Care, Section 35129.1

E. Current interpretive releases by State Departments of Health Services and Social Services.

1. Children's Medical Services (CMS) Branch /CHDP Program Letters and Information Notices - Health Services.
2. All County Letters - Social Services.
3. Joint Letters - Health Services and Social Services
4. CMS Branch/CCS Numbered Letters pertaining to the CHDP Program - Health Services.

This interagency agreement is in effect from July 1, 2013 through June 30, 2015 unless revised by mutual agreement.

NOTE: In the event that changes in Federal or State legislation impact the current Interagency Agreement, the Health Department and Social Services Department agree to renegotiate the pertinent section within 90 days of receiving new language or instructions from the State.

Michael A. Krinison MD
Child Health and Disability Prevention Program Director

9/18/2013
Date

Gregory S. Jones
Health & Human Services Department Director

9/18/2013
Date

J. 2 Cull
Probation Department

9-11-13
Date

Attachments: Organization Chart(s)
 Flow Chart(s)
 Duty Statement(s)

County/City: Yuba County

Effective Dates: 07/01/2013 to 06/30/2015

CHDP Administrative Budget Summary for FY 2013-2014
No County/City Match
County/City Name: Yuba

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$89,373	\$798	\$88,575	\$51,630	\$36,945
II. Total Operating Expenses	\$15,139	\$0	\$15,139	\$1,320	\$13,819
III. Total Capital Expenses					
IV. Total Indirect Expenses	\$8,937	\$0	\$8,937		\$8,937
V. Total Other Expenses					
Budget Grand Total	\$113,449	\$798	\$112,651	\$52,950	\$59,701

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$798	\$798			
Medi-Cal Funds:			\$112,651		
State	\$43,088		\$43,088	\$13,237	\$29,851
Federal (Title XIX)	\$69,563		\$69,563	\$39,713	\$29,850

Donna Paterno

Prepared By (Signature)

10/29/2013 530-749-6749 dpaterno@co.yuba.ca.us

Date Prepared Phone Number Email Address

Cheryl Andersen PHN

CHDP Director or Deputy
Director (Signature)

10/29/13 530-749-6454 candersen@co.yuba.ca.us

Date Phone Number Email Address

YUBA COUNTY

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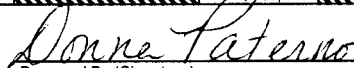
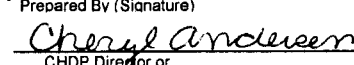
Revised April 2005

CMS PLAN FY 2013-14

CHDP Administrative Budget Worksheet for FY 13-14
No County/City Match
State and State/Federal

County/City Name: Yuba

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses											
1. Sup PHN-Olsen	6%	\$103,997	\$6,240			100%	\$6,240	75%	\$4,680	25%	\$1,560
2. PHN II Deputy Director- Andersen	44%	\$84,467	\$37,165	2.146%	\$798	97.854%	\$36,367	75%	\$27,275	25%	\$9,092
3. RN- Hawkins	5%	\$69,889	\$3,494			100%	\$3,494	75%	\$2,620	25%	\$874
4. Office Spec - Harriger	30%	\$37,789	\$11,337			100%	\$11,337			100%	\$11,337
5. PHN II - Camarena	5%	\$69,777	\$3,489			100%	\$3,489	75%	\$2,617	25%	\$872
6. Acct. Tech - Paterno	5%	\$35,583	\$1,779			100%	\$1,779			100%	\$1,779
7. OA Bilingual - Villalobos	5%	\$34,976	\$1,749			100%	\$1,749			100%	\$1,749
8.											
9.											
10.	100%										
Total Salaries and Wages			\$65,253		\$798		\$64,455		\$37,192		\$27,263
Less Salary Savings											
Net Salaries and Wages			\$65,253		\$798		\$64,455		\$37,192		\$27,263
Staff Benefits (Specify %) [Actual]			\$24,120				\$24,120		\$14,438		\$9,682
I. Total Personnel Expenses			\$89,373		\$798		\$88,575		\$51,630		\$36,945
II. Operating Expenses											
1. Travel			\$890				\$890		\$445		\$445
2. Training			\$1,750				\$1,750		\$875		\$875
3. Office Expense			\$750				\$750				\$750
4. Educational Material			\$791				\$791				\$791
5. Space Rental			\$7,937				\$7,937				\$7,937
6. Communications			\$1,021				\$1,021				\$1,021
7. Provider Training			\$2,000				\$2,000				\$2,000
8.											
9.											
10.											
II. Total Operating Expenses			\$15,139				\$15,139		\$1,320		\$13,819
III. Capital Expenses											
1.											
2.											
3.											
4.											
5.											
III. Total Capital Expenses											
IV. Indirect Expenses											
1. Internal (Specify %) 10.00%			\$8,937				\$8,937				\$8,937
2. External (Specify %) 0.00%											
IV. Total Indirect Expenses			\$8,937				\$8,937				\$8,937
V. Other Expenses											
1.											
2.											
3.											
4.											
5.											
V. Total Other Expenses											
Budget Grand Total			\$113,449		\$798		\$112,651		\$52,950		\$59,701

 10/29/13 530-749-6749 dpaterno@co.yuba.ca.us
 Prepared By (Signature) Date Prepared Phone Number Email Address
 10/29/13 530-749-6454 candersen@co.yuba.ca.us
 CHDP Director or Deputy Director Date Phone Number Email Address

CHDP
BUDGET NARRATIVE
FISCAL YEAR 2013-2014

I. **PERSONNEL EXPENSES**

Total Salaries:	\$	65,253
Total Benefits:	\$	<u>24,120</u>

Total Personnel Expenses: \$ 89,373

II. **OPERATING EXPENSES**

1	<u>Travel</u>	\$	890	Includes travel to Statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current approved Co. rate and per diem for lodging/meals. Includes 2 nurses for 5 days travel & meal reimbursements to Chico, CA.
2	<u>Training</u>	\$	1,750	Cost of two nurses receiving Audimetric in house staff training in Chico. Two nurses to attend Diabetes Training.
3	<u>Office Expense</u>	\$	750	Office supplies, Copies, Postage and various materials for day to day operations
4	<u>Educational Material</u>	\$	791	Materials to promote healthy lifestyles, childhood safety, oral health and/or other Public Health messages for children 0-21. CHDP staff, during outreach activities will hand out educational material to health providers and the community.
5	<u>Space Rental</u>	\$	7,937	(150 sq ft x \$2.50 per sq ft x 1.00 FTE's x 12 mo=\$4,500) + (114.57 sq ft x \$2.50 per sq ft x 1.00 FTE's x 12 for common space area = \$3,437.10)
6	<u>Communications</u>	\$	1,021	(\$85.11 per FTE x 1.00 FTE's x 12 mo)
7	<u>Provider Training</u>	\$	<u>2,000</u>	Provider Vision Training (Prevent Blindness)

Total Operating Expenses: \$ 15,139

III. **CAPITAL EXPENDITURES** \$ -

IV. **INDIRECT EXPENSE**

1	<u>Internal</u>	\$	8,937	10% of Total Personnel Expense to cover indirect expenses.
2	<u>External</u>	\$	<u>-</u>	

Total Indirect Expenses: \$ 8,937

V. **Other Expenses**

Total Other Expenses: \$ -

BUDGET GRAND TOTAL: \$ 113,449

HCPCFC Administrative Budget Summary Fiscal Year 2013-2014

County/City Name: Yuba County

Category/Line Item	Column 1 Total Budget (2 + 3)	Column 2 Enhanced State/Federal (25/75)	Column 3 Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$66,533	\$53,226	\$13,307
II. Total Operating Expenses	\$0	\$0	\$0
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$ 6,653		\$ 6,653
V. Total Other Expenses			
Budget Grand Total	\$73,186	\$53,226	\$19,960

Source of Funds	Column 1 Total Funds	Column 2 Enhanced State/Federal (25/75)	Column 3 Nonenhanced State/Federal (50/50)
State Funds	\$23,287	\$13,307	\$9,980
Federal Funds (Title XIX)	\$49,899	\$39,919	\$9,980
Budget Grand Total	\$73,186		

Prepared By (Signature) *Dora Paterno* Date Prepared *10/23/13* Phone Number 530-749-6749 Email Address *dpaterno@co.yuba.ca.us*
 CHDP Director or Deputy Director (Signature) *Cheryl Anderson PHN* Date *10/23/13* Phone Number 530-749-6454 Email Address *candersen@co.yuba.ca.us*

HCPCFC Administrative Budget Worksheet Fiscal Year 2013-2014

County/City Name: Yuba County

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
Christle Chung	63.046%	\$75,571	\$47,645	80%	\$38,116	20%	\$9,529
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	63.046%		\$47,645		\$38,116		\$9,529
Less Salary Savings							
Net Salaries and Wages			\$47,645		\$38,116		\$9,529
Staff Benefits (Specify %) Actual			\$18,888		\$15,110		\$3,778
I. Total Personnel Expenses			\$66,533		\$53,226		\$13,307
II. Operating Expenses							
1. Travel			\$0		\$0		\$0
2. Training			\$0		\$0		\$0
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
III. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Specify %) 10.00%			\$ 6,653				\$ 6,653
2. External							
IV. Total Indirect Expenses			\$ 6,653				\$ 6,653
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			\$73,186		\$53,226		\$19,960

Donna Paterno
Prepared By (Signature)

10/28/13
Date prepared

530-749-6749
Phone Number

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Email Address

Cheryl Andersen PHN
CHDP Director or Deputy Director (Signature)

10/28/13
Date

530-749-6454
Phone Number

candersen@co.yuba.ca.us
Email Address

HPCFC
Budget Narrative
FY 13-14

FY 13/14

I. **PERSONNEL EXPENSES**

Total Salaries: \$47,645

Total Benefits: \$18,888 Benefits are calculated as actuals

Total Persc \$ 66,533

II. **OPERATING EXPENSES**

1 Travel \$0

2 Training \$0

Total Oper \$ -

III. **CAPITAL EXPENDITURES** \$ -

IV. **INDIRECT EXPENSE**

1 Internal \$ 6,653 10% of Total Personnel Expense to cover indirect expenses.

2 External \$ -

Total Indir \$ 6,653

V. **OTHER EXPENSES** \$ -

BUDGET GRAND TOTAL: \$ 73,186

Vers 8.8.13

Revised CCS Administrative Budget Summary

Fiscal Year: 2013-14

County: YUBA

CCS CASELOAD	Actual Caseload	Percent of Total Caseload
STRAIGHT CCS -		
Total Open (Active) Straight CCS Cases	31	7.38%
HEALTHY FAMILIES -		
Total Open (Active) Healthy Families Cases	65	15.48%
TITLE XXI MEDI-CAL/TLICP -		
Total Open (Active) MCTLICP Cases	0	0.00%
TITLE XIX MEDI-CAL -		
Total Open (Active) Medi-Cal Cases	324	77.14%
TOTAL CASELOAD	420	100%

Column	Col 1 = Col 2+3+4+7	Straight CCS	Title XXI - HF	4	5	6	7	8	9
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Healthy Families County/State/Fed (17,517,565)	Medi-Cal/Targeted Low Income Children Program (TLICP) County/State/Fed	Enhanced Medi-Cal/Targeted Low Income Children Program (TLICP) County/State/Fed (12,512,575)	Non-Enhanced Medi-Cal/Targeted Low Income Children Program (TLICP) County/State/Fed (17,517,565)	Title XIX Medi-Cal State/Federal	Enhanced Title XIX Medi-Cal State/Federal (25/75)	Non-Enhanced Title XIX Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	431,481	31,848	66,777	0	0	0	332,856	107,932	224,924
II. Total Operating Expense	51,934	3,833	8,037	0	0	0	40,064	288	39,776
III. Total Capital Expense	0	0	0	0	0	0	0	0	0
IV. Total Indirect Expense	43,149	3,185	6,678	0	0	0	33,286	0	33,286
V. Total Other Expense	10,000	738	1,548	0	0	0	7,714	0	7,714
Budget Grand Total	536,564	39,604	83,040	0	0	0	413,920	108,220	305,700

Column	Col 1 = Col 2+3+4+7	Straight CCS	Title XXI - HF	4	5	6	7	8	9
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Healthy Families County/State/Fed (17,517,565)	Medi-Cal/Targeted Low Income Children Program (TLICP) County/State/Fed	Enhanced Medi-Cal/Targeted Low Income Children Program (TLICP) County/State/Fed (12,512,575)	Non-Enhanced Medi-Cal/Targeted Low Income Children Program (TLICP) County/State/Fed (17,517,565)	Title XIX Medi-Cal State/Federal	Enhanced Title XIX Medi-Cal State/Federal (25/75)	Non-Enhanced Title XIX Medi-Cal State/Federal (50/50)
Straight CCS									
County	19,802	19,802							
State	19,802	19,802							
Healthy Families									
County	14,532		14,532						
State	14,532		14,532						
Federal (Title XXI)	53,976		53,976						
Medi-Cal/Targeted Low-Income Children Program (TLICP)									
County	0	0							
State	0	0							
Federal (Title XXI)	0								
Title XIX Medi-Cal									
State	179,905						179,905	27,055	152,850
Federal (Title XIX)	234,015						234,015	81,165	152,850

Prepared By (Signature) Donna Clark Date Prepared 10-29-13 Phone Number (530)749-6467 Email Address dclarke@co.yuba.ca.us
 Prepared By (Printed Name) Donna Clark
 Prepared By (Signature) Lynne Olsen Date Prepared 10-29-13 Phone Number (530)749-6766 Email Address lolsen@co.yuba.ca.us
 CCS Administrator (Signature) Lynne Olsen Date Prepared 10-29-13 Phone Number (530)749-6766 Email Address lolsen@co.yuba.ca.us

Revised CCS Administrative Budget Worksheet

Vers 8.8.13

Fiscal Year:

2013-14

County:

YUBA

CCS CASELOAD	Actual Caseload	Percent of Total Caseload
STRAIGHT CCS -		
Total Open (Active) Straight CCS Cases	31	7.38%
HEALTHY FAMILIES -		
Total Open (Active) Healthy Families Cases	65	15.48%
TITLE XXI MEDI-CAL/TLICP -		
Total Open (Active) MC/TLICP Cases	0	0.00%
TITLE XIX MEDI-CAL -		
Total Open (Active) Medi-Cal Cases	324	77.14%
TOTAL CASELOAD	420	100%

Column			Straight CCS		Title XXI - Healthy Families			Title XXI - Medi-Cal/Targeted Low Income Children Program (TLICP)					
	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6 + 9)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Healthy Families County/State/Fed (17,517,565)	Caseload %	Medi-Cal/ Targeted Low Income Children Program (TLICP) Co/State/Fed	Enhanced % FTE	Enhanced Medi-Cal/ Targeted Low Income Children Program (TLICP) Co/State/Fed (12,512,575)	Non- Enhanced % FTE	Non-Enhanced Medi-Cal/ Targeted Low Income Children Program (TLICP) Co/State/Fed (17,517,565)
I. Personnel Expense													
Program Administration													
1. Olsen, Lynne - Supervising PHN (Administrator)	40.00%	103,997	41,599	7.38%	3,070	15.48%	6,438	0.00%	0	0		100.00%	0
2. Olsen, Lynne - Supervising PHN (Global Supervision)	5.00%	103,997	5,200	7.38%	384	15.48%	805	0.00%	0	0		100.00%	0
3. Vacant - Info. Tech. Analyst III (Information Technology Support)	25.00%	54,335	13,584	7.38%	1,003	15.48%	2,102	0.00%	0	0		100.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	0		100.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	0		100.00%	0
Subtotal		262,329	60,383		4,457		9,345		0	0		100.00%	0
Medical Case Management													
1. Agopira, Kimberly - PHN III (Nurse)	85.00%	73,436	62,421	7.38%	4,607	15.48%	9,660	0.00%	0	80.00%	0	20.00%	0
2. Camarena, Nelly - PHN III (Nurse)	85.00%	69,777	59,310	7.38%	4,378	15.48%	9,179	0.00%	0	80.00%	0	20.00%	0
3. Olsen, Lynne - Supervising PHN (Nurse)	5.00%	103,997	5,200	7.38%	384	15.48%	805	0.00%	0	80.00%	0	20.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	80.00%	0	20.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	80.00%	0	20.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	80.00%	0	20.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	80.00%	0	20.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	80.00%	0	20.00%	0
Subtotal		247,210	126,931		9,369		19,644		0	80.00%	0	20.00%	0
Other Health Care Professionals													
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	80.00%	0	20.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	80.00%	0	20.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	80.00%	0	20.00%	0
Subtotal		0	0		0		0		0	80.00%	0	20.00%	0
Ancillary Support													
1. Clark, Michele - CCS Case Manager (Case Mgmt. Technician)	98.00%	56,000	54,880	7.38%	4,051	15.48%	8,493	0.00%	0		0	100.00%	0
2. Vacant - Office Specialist (Program Eligibility Technician)	79.00%	30,192	23,852	7.38%	1,761	15.48%	3,691	0.00%	0		0	100.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0		0	100.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0		0	100.00%	0
Subtotal		86,192	78,732		5,812		12,184		0		0	100.00%	0
Clerical and Claims Support													
1. Harriger, Kathleen - Office Specialist (Clerical Personnel)	15.00%	37,789	5,668	7.38%	418	15.48%	877	0.00%	0	0.00%	0	100.00%	0
2. Villalobos, Veronica - Office Asst. (Clerical Personnel)	20.00%	34,976	6,995	7.38%	516	15.48%	1,083	0.00%	0	0.00%	0	100.00%	0
3. Clark, Donna - Administrative Analyst (Fiscal Personnel)	45.00%	76,545	34,445	7.38%	2,542	15.48%	5,331	0.00%	0	0.00%	0	100.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	0.00%	0	100.00%	0
	0.00%	0	0	7.38%	0	15.48%	0	0.00%	0	0.00%	0	100.00%	0
Subtotal		149,310	47,108		3,476		7,291		0	0.00%	0	100.00%	0

Vers 7.29.13

	Actual Caseload	Percent of Total Caseload
CCS CASELOAD		
STRAIGHT CCS -		
Total Open (Active) Straight CCS Cases	31	7.38%
HEALTHY FAMILIES -		
Total Open (Active) Healthy Families Cases	65	15.48%
TITLE XXI MEDI-CAL/CLICP -		
Total Open (Active) MCTLICP Cases	0	0.00%
TITLE XIX MEDI-CAL -		
Total Open (Active) Medi-Cal Cases	324	77.14%
TOTAL CASELOAD	420	100%

Title XIX - Medi-Cal										
Column	1	2	3	9A	9	10A	10	11A	11	
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 x 5 +6 + 9)	Caseload %	Title XIX Medi-Cal State/Federal	Enhanced % FTE	Enhanced Title XIX Medi-Cal State/Federal (25/75)	Non-Enhanced Title XIX Medi-Cal State/Federal FTE	Non-Enhanced Title XIX Medi-Cal State/Federal (50/50)	
I. Personnel Expense										
Program Administration										
1. Olsen, Lynne - Supervising PHN (Administrator)	40.00%	103,997	41,599	77.14%	32,091			100.00%	32,091	
2. Olsen, Lynne - Supervising PHN (Global Supervision)	5.00%	103,997	5,200	77.14%	4,011			100.00%	4,011	
3. Vacant- Info. Tech. Analyst III (Information Technology Support)	25.00%	54,335	13,584	77.14%	10,479			100.00%	10,479	
	0.00%	0	0	77.14%	0			100.00%	0	
	0.00%	0	0	77.14%	0			100.00%	0	
Subtotal		262,329	60,383		46,581			100.00%	46,581	
Medical Case Management										
1. Agopira, Kimberly - PHN III (Nurse)	85.00%	73,436	62,421	77.14%	48,153	80.00%	38,522	20.00%	9,631	
2. Camarena, Nelly -PHN III (Nurse)	85.00%	69,777	59,310	77.14%	45,753	80.00%	36,602	20.00%	9,151	
3. Olsen, Lynne - Supervising PHN (Nurse)	5.00%	103,997	5,200	77.14%	4,011	80.00%	3,209	20.00%	802	
	0.00%	0	0	77.14%	0	80.00%	0	20.00%	0	
	0.00%	0	0	77.14%	0	80.00%	0	20.00%	0	
	0.00%	0	0	77.14%	0	80.00%	0	20.00%	0	
	0.00%	0	0	77.14%	0	80.00%	0	20.00%	0	
	0.00%	0	0	77.14%	0	80.00%	0	20.00%	0	
Subtotal		247,210	126,931		97,917		78,333		19,564	
Other Health Care Professionals										
	0.00%	0	0	77.14%	0	80.00%	0	20.00%	0	
	0.00%	0	0	77.14%	0	80.00%	0	20.00%	0	
	0.00%	0	0	77.14%	0	80.00%	0	20.00%	0	
Subtotal		0	0		0		0		0	
Ancillary Support										
1. Clark, Michele - CCS Case Manager (Case Mgmt Technician)	98.00%	56,000	54,880	77.14%	42,336			100.00%	42,336	
2. Vacant- Office Specialist (Program Eligibility Technician)	79.00%	30,192	23,852	77.14%	18,400			100.00%	18,400	
	0.00%	0	0	77.14%	0			100.00%	0	
	0.00%	0	0	77.14%	0			100.00%	0	
Subtotal		86,192	78,732		60,736			100.00%	60,736	
Clerical and Claims Support										
1. Hurliger, Kathleen - Office Specialist (Clerical Personnel)	15.00%	37,789	5,668	77.14%	4,372	0.00%	0	100.00%	4,372	
2. Villalobos, Veronica - Office Asst. (Clerical Personnel)	20.00%	34,976	6,995	77.14%	5,396	0.00%	0	100.00%	5,396	
3. Clark, Donna - Administrative Analyst (Fiscal Personnel)	45.00%	76,545	34,445	77.14%	26,572	0.00%	0	100.00%	26,572	
	0.00%	0	0	77.14%	0	0.00%	0	100.00%	0	
	0.00%	0	0	77.14%	0	0.00%	0	100.00%	0	
Subtotal		149,310	47,108		36,340		0	100.00%	36,340	

Revised CCS Administrative Budget Worksheet

Vers 8.8.13

Fiscal Year: 2013-14

County: YUBA

Category/Line Item	Actual Caseload	Percent of Total Caseload
STRAIGHT CCS -		
Total Open (Active) Straight CCS Cases	31	7.38%
HEALTHY FAMILIES -		
Total Open (Active) Healthy Families Cases	65	15.48%
TITLE XXI MEDI-CAL/TLICP -		
Total Open (Active) MCL/TLICP Cases	0	0.00%
TITLE XIX MEDI-CAL -		
Total Open (Active) Medi-Cal Cases	324	77.14%
TOTAL CASELOAD	420	100%

Category/Line Item	Straight CCS			Title XXI - Healthy Families				Title XXI - Medi-Cal/Targeted Low Income Children Program (TLICP)			
	4A	4	5	6A	6	7A	7	8A	8	9	10
Total Budget (1+2 or 4+5+6+9)	313,154	23,114	48,464	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Staff Benefits (Specify %)	116,328	8,734	18,313	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
I. Total Personnel Expense	431,482	31,848	66,777	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
II. Operating Expense											
1. Travel	400	30	62	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2. Training	750	55	116	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3. Office Expense	5,814	429	900	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4. Space Rent	35,838	2,645	5,546	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
5. Communication	5,127	378	793	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
6. Space Operating	4,006	296	620	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
7.				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
II. Total Operating Expense	51,935	3,833	8,037	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
III. Capital Expense											
1.		0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2.		0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3.		0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
III. Total Capital Expense	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
IV. Indirect Expense											
1. Internal	43,148	3,185	6,678	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2. External	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
IV. Total Indirect Expense	43,148	3,185	6,678	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
V. Other Expense											
1. Maintenance & Transportation	10,000	738	1,548	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2.		0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3.		0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4.		0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
5.		0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
V. Total Other Expense	10,000	738	1,548	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Budget Grand Total	536,565	39,604	83,040	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Prepared By (Signature) Donna Clark Date Prepared 10-29-13 Phone Number 1530) 749-6467 Email Address dclark@ccyuba.ca.us

Prepared By (Printed Name) Donna Clark Date 10-29-13 Phone Number (530) 749-6467 Email Address 10senecoyubaca.us

CCS Administrator (Signature) Lynne Olsen Date 10-29-13 Phone Number (530) 749-6467 Email Address 10senecoyubaca.us

CCS Administrator (Printed Name) Lynne Olsen Date 10-29-13 Phone Number (530) 749-6467 Email Address 10senecoyubaca.us

Vers 7.29.13

CCS CASELOAD	Actual Caseload	Percent of Total Caseload
STRAIGHT CCS -		
Total Open (Active) Straight CCS Cases	31	7.38%
HEALTHY FAMILIES -		
Total Open (Active) Healthy Families Cases	65	15.48%
TITLE XXI MEDI-CAL/CLIP -		
Total Open (Active) MC/CLIP Cases	0	0.00%
TITLE XIX MEDI-CAL -		
Total Open (Active) Medi-Cal Cases	324	77.14%
TOTAL CASELOAD	420	100%

Title XIX - Medi-Cal										
Column	1	2	3	9A	9	10A	10	11A	11	
Category/Line Item	% FTE	Annual Salary	Total Budget (1 + 2 or 4 + 5 + 6 + 9)	Caseload %	Title XIX Medi-Cal State/Federal	Enhanced % FTE	Enhanced Title XIX Medi-Cal State/Federal (25/75)	Non- Enhanced % FTE	Non-Enhanced Title XIX Medi- Cal State/Federal (50/50)	
Total Salaries and Wages			313,154	77.14%	241,574	32.43%	78,333	67.57%	163,241	
Staff Benefits (Specify %)	37.79%		118,328	77.14%	91,262		29,599		61,683	
I. Total Personnel Expense			431,482	77.14%	332,836		107,932		224,924	
II. Operating Expense										
1. Travel			400	77.14%	309	32.43%	100	67.57%	209	
2. Training			750	77.14%	579	32.43%	188	67.57%	391	
3. Office Expense			5,814	77.14%	4,485				4,485	
4. Space Rent			35,838	77.14%	27,646				27,646	
5. Communication			5,127	77.14%	3,955				3,955	
6. Space Operating			4,006	77.14%	3,090				3,090	
7.				77.14%	0				0	
II. Total Operating Expense			51,935		40,064		288		38,776	
III. Capital Expense										
1.				77.14%	0				0	
2.				77.14%	0				0	
3.				77.14%	0				0	
III. Total Capital Expense			0		0				0	
IV. Indirect Expense										
1. Internal	10.00%		43,148	77.14%	33,286				33,286	
2. External	0.00%		0	77.14%	0				0	
IV. Total Indirect Expense			43,148		33,286				33,286	
V. Other Expense										
1. Maintenance & Transportation			10,000	77.14%	7,714				7,714	
2.				77.14%	0				0	
3.				77.14%	0				0	
4.				77.14%	0				0	
5.				77.14%	0				0	
V. Total Other Expense			10,000		7,714				7,714	
Budget Grand Total			536,565		413,920		108,220		305,700	

Prepared By (Signature) Danna Clark
 Prepared By (Printed Name) Danna Clark
 CCS Administrator (Signature) Lynne Olson
 CCS Administrator (Printed Name) Lynne Olson

CCS Budget Narrative
FY 2013-14

I. **PERSONNEL EXPENSES**

Vers 8.8.13

Total Salaries: \$313,154
Total Benefits: \$118,328

Total Personnel Expenses: \$ 431,482

II. **OPERATING EXPENSES**

1 Travel \$400 Includes travel to statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current Co. approved rate, and per diem for lodging/meals.

2 Training \$750 Cost of registration for conferences and workshops

3 Office Expense \$5,814 Office supplies, printing, copies, educational material postage.

4 Space Rental \$35,838 5.02 FTE's x \$7,139.03 per year

5 Communications \$5,127 Long distance charges for program usage.
5.02 FTE's x \$1,021.27 per FTE per year

6 Communications \$4,006 Space Operating charges for program usage.
5.02 FTE's x \$797.97 per FTE per year

Total Operating Expenses: \$51,935

III. **CAPITAL EXPENDITURES** \$ -

IV. **INDIRECT EXPENSE**

1 Internal \$43,148 10% of Total Personnel Expense to cover indirect expenses.

2 External \$ -

Total Indirect Expenses: \$ 43,148

V. **OTHER EXPENSES**

1 Maintenance & Transportation \$10,000

Total Other Expenses: \$ 10,000

BUDGET GRAND TOTAL: \$ 536,565

YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT

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

DATE: December 10, 2013

TO: Board of Supervisors

FROM: Martha K. Wilson, Human Resources Director



RECOMMENDATION

Approve and authorize the Chair to execute the CSAC-EIA Medical Malpractice Memorandum of Understanding (MOU) and Extended Participation Agreement.

BACKGROUND

Yuba County has participated in the CSAC-EIA Medical Malpractice Program since 2002. Participation requires a Memorandum of Understanding and a Participation Agreement which are amended from time to time.

DISCUSSION

The Medical Malpractice Committee approved amendments to the Program MOU which clean up the document for current practice as well as eliminate the automatic dividend provision. Going forward, the Committee will determine when dividends should be declared.

Similar to the last renewal, the Medical Malpractice Committee is asking the members to provide an individual commitment to remain in the Program for the two-year period from 10/1/13 to 10/1/15, in exchange for a premium reduction. The Medical Malpractice Committee and our reinsurance partner, Lexington Insurance Company, recognize that continued member participation is important for ongoing stability of the Program. As an incentive for making such a commitment by 12/31/13, those members who do so will receive a premium reduction as long as we also achieve commitments from members comprising at least 75% of the premium base.

COMMITTEE

This item has bypassed committee as it is administrative only.

FISCAL IMPACT

There is no fiscal impact associated with this change.



Adopted: June 1, 1988
 Amended: March 2, 1990
 Amended: January 1, 1991
 Amended: October 1, 1993
 Amended: October 2, 1998
 Amended: December 18, 2006
 Amended: October 1, 2013

MEMORANDUM OF UNDERSTANDING MEDICAL MALPRACTICE PROGRAM

This Memorandum of Understanding is entered into by and between the CSAC-EIA (hereinafter referred to as the "Authority") and the participating members of the Medical Malpractice Program, consisting of counties and other public entities (hereinafter "Public Entity") who are signatories to this Memorandum.

1. **Joint Powers Agreement.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereinafter "Agreement"). Provisions of any applicable coverage agreement and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
2. **Program Participation.** The Medical Malpractice Program shall consist of two groups of members, Program I and Program II. Program I members shall be those members that maintain a self-insured retention. Program II members shall be those members which participate for primary coverage and in which a deductible applies.
3. **Program Committee.** There is hereby established a Medical Malpractice Program Committee (hereinafter referred to as "Medical Malpractice Committee" or "Committee") comprised of seven (7) members. Except as otherwise provided herein, the Medical Malpractice Committee shall have full authority to determine all matters affecting the Medical Malpractice Program and its members, including, but not limited to, approval of new members, premium/rate setting, and review and settlement of claims. The Committee has authority to settle all claims affecting the Medical Malpractice Program, however, the Committee may delegate any or all of this authority as it deems appropriate.

The Executive Committee of the Authority shall appoint the Committee members, to be selected from the members in the Program, consisting of four (4) members from Program I, two (2) members from Program II, and one (1) Public Entity member. If there are no Public Entity nominees from the Program membership for the Public Entity seat, the Executive Committee shall appoint the Committee member from those counties participating in the Program.

The terms of the members of the Committee shall be for two (2) years, except for the Public Entity representative whose term shall be for one (1) year. The expiration dates of the two-year appointments shall be staggered so that terms of no more than four (4) members will expire at any one time. The Committee will annually, at its first meeting of the calendar year, select its officers, consisting of a Chair and Vice-Chair.

The Medical Malpractice Committee, when necessary to fulfill the purposes of this Memorandum, shall meet on the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of the Authority.

A majority of the members of the Medical Malpractice Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee. Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act".

4. Premiums. The participating members, in accordance with the provisions of Article 14 of the Agreement, shall be assessed an annual premium for the purpose of funding the Medical Malpractice Program. Annual premium contributions, including administrative costs associated with the Program, shall be as established by the Committee.

5. Member Deductibles and Self-Insured Retentions. The self-insured retention amount of those members participating in Program I and the amount of the deductible of those members participating in Program II shall be established upon consultation with the underwriters and subject to approval by the Medical Malpractice Committee.

6. Cost Allocation. The method of allocating contributions to the Program shall be determined by the Medical Malpractice Committee. The Committee's approved Premium Allocation Methodology is attached hereto as Exhibit A and may be amended from time to time by an affirmative vote of the majority of the Committee.

7. Dividends and Assessments. In general, the annual premium, as determined by the Medical Malpractice Committee, will be established at a level which will provide adequate overall funding without the need for adjustment to past policy period(s) in the form of dividends and assessments. However, should the Program for any reason not be adequately funded, except as otherwise provided herein, pro-rata assessments to the participating members may be utilized to ensure the approved funding level for those policy periods individually or for a block of policy periods, in accordance with the provisions of Article 14(b)(3) of the Agreement. Pro-rata dividends may be declared as provided herein or as deemed appropriate by the Committee.

8. Closure of Policy Periods. Notwithstanding any other provision of this Memorandum, the following provisions are applicable:

- a. Upon reaching ten (10) years of maturity after the end of a policy period, that period shall be "closed" and there shall be no further dividends declared or assessments made with respect to those policy periods except as set forth in paragraphs 8(b) and 8(c), below.

- b. Notwithstanding subparagraph (a) above, the Committee may take action to leave a policy period "open" even if it may otherwise qualify for closure. In addition, the last ten (10) policy periods shall always remain "open" unless the Committee takes specific action to declare any of the last ten (10) policy periods closed.
- c. Dividends and assessments, other than as outlined in paragraph 9(a) below shall be administered to the participating members based on the proportion of premiums paid to the Program in "open" periods only. For purposes of administering dividends and assessments pursuant to this sub-paragraph, all "open" policy periods shall be considered as one block. In accordance with the Agreement, all members currently participating in the Program at the time of distribution of a dividend shall receive their proportionate share of that dividend. New members to the Program shall become eligible for dividends and assessments upon participating in the Program for three consecutive policy periods (not less than 24 months). Any members that participated in the Program during the "open" periods in question shall be responsible for the payment of any assessment levied, whether or not they are participating in the Program at the time of assessment.

9. Declaration of Dividends. Dividends shall be payable from the Program to a participating member in accordance with its proportionate funding to the Program during all "open" policy periods except as follows:

- a. A dividend shall be declared at the time a policy period is closed on all amounts which represent premium surcharge amounts assessed pursuant to Article 14(b)(3) of the Agreement where the funding exceeds the 80% confidence level. This dividend shall be distributed based upon each member's proportionate share of assessment paid and accrued to the policy period being closed.

10. Memorandum of Coverage. A Memorandum of Coverage will be issued by the Authority evidencing membership in the Medical Malpractice Program and setting forth terms and conditions of coverage.

11. Claims Administration. The Authority will be responsible for the handling of all claims affecting Program II members. The Committee will authorize the retention of the services of a claims administrator to provide such claims services for Program II.

Subject to approval by the Medical Malpractice Committee, members of Program I will be responsible for the administration of their entity's claims or retaining the services of a claims administrator. Each participating member of Program I is

required to comply with the Authority's Underwriting and Claims Administration Standards, as amended from time to time, and which are attached hereto as Exhibit B and incorporated herein.

12. Application to the Program. All applications to join the Medical Malpractice Program will be evaluated and subject to approval by the Committee and the underwriter. Any entity which makes application to become a participating member of the Program who is not already a participating member in the Authority must also be approved in accordance with the provisions of Article 19 of the Agreement.

New participating members may be added to the Program during the term of the coverage year on a pro-rata basis. Notwithstanding late entry into the Program, the new member may be assessed additional sums pursuant to paragraph 7 herein, based upon all claims made against the Program during the entire coverage year.

13. Withdrawal and/or Cancellation from the Program. Withdrawal and/or cancellation of a member from the Program shall be in accordance with the provisions of Article 20 or 21 of the Agreement.

14. Late Payments. Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

15. Resolution of Disputes. Any question or dispute with respect to the rights, duties and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with Article 31 of the Agreement, and may also be subject to approval of the underwriter.

16. Amendment. This Memorandum may be amended by a majority vote of the Medical Malpractice Committee and signature on the Memorandum by the member's designated representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Committee, the member will be deemed to have withdrawn as of the end of the policy period.

17. Complete Agreement. Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.

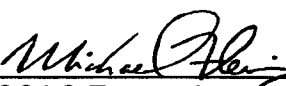
18. Severability. Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

19. Effective Date. This Memorandum shall become effective on the date of coverage for the member and upon approval by the Committee of any amendment, whichever is later.

20. Execution in Counterparts. This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In witness whereof, the undersigned have executed this Memorandum as of the date set forth below.

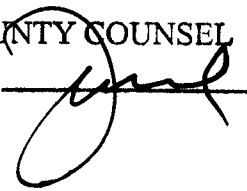
10/1/2013
Dated



CSAC Excess Insurance Authority

Dated

Member Entity

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



Medical Malpractice Program Premium Allocation Methodology MOU Exhibit A

Pool Contribution

- 1) Total pool funding is based on the actuarial study for the coverage year, at a confidence level determined by the Medical Malpractice Committee, discounted for investment income.
- 2) Pool funding is calculated separately for both Program I and Program II.
- 3) Each member's contribution will be calculated based partially on Exposure and partially on Experience.
 - a) Exposure is based on a five-year rolling average of the Occupied Bed Equivalent (OBE).
 - i) An OBE is a composite of the exposures reported annually by the members.
 - ii) For a list of the exposures used to calculate the OBEs, see Exhibit 1.
 - b) Experience is limited loss data for the last five years, excluding the current year.
 - i) Losses used will be Total Incurred on a claims-made basis.
 - ii) For Program II, losses will be limited at \$100,000 per loss.
 - iii) For Program I, losses will be Stratified Losses, which are based on the total incurred for each claim and are calculated from 25% below the SIR and are capped at \$1,000,000 per claim.
- 4) A credibility formula will be applied to determine how much of each member's premium will be based on exposure (OBE) and how much will be based on experience.
 - a) Smaller members (based on exposure) will be weighted more heavily on exposure and larger members will be weighted more heavily on experience.
 - b) No member will be weighted less than 5% or more than 50% on experience.
- 5) The needed pool funding will be distributed based on each member's credibility-weighted percentage of exposure and experience.
- 6) A calculation is made to determine the indicated rate for each member. That is averaged with the indicated rate from the prior year. That 2-year average rate is applied to the member's exposure (OBE) to determine their contribution of pool premium.
- 7) The pool premium contribution is prorated back to the needed pool funding based on each member's percentage of the 2-year average pool premium.
- 8) Notwithstanding the above, the minimum pool premium for new members joining the Medical Malpractice Program is \$5,000. The minimum premium will be prorated for members joining the Program mid-term.

Insurance Premium

- 1) The excess insurance premium is divided into two pieces. The total amount of premium to be split between Program I and Program II is determined based on each Program's percentage of total OBE.
- 2) The premium is allocated among the members based on their percentage of the total adjusted OBEs (OBEs calculated using the 5-year rolling average).
 - a) Adjusted OBEs are calculated by multiplying each member's OBE by their deductible or SIR excess discount factor (factors to be provided by the actuary).
- 3) A calculation is made to determine the indicated excess insurance rate for each member. That is averaged with the indicated excess insurance rate from the prior year. That 2-year average rate is applied to the member's exposure (OBE) to determine their contribution of excess insurance premium.
- 4) The excess insurance premium contribution is prorated back to the needed collection based on each member's percentage of the 2-year average excess insurance premium.

Administrative Costs

- 1) Administrative costs are generally allocated based on percentage of premium.
- 2) Because premium doesn't directly correlate to added administrative burden, a sliding scale is used to allocate the administrative costs as follows:

Program II: 10% of premium

Program I: 10% of first 250k premium, with the balance distributed on premiums over \$250k

- 3) The percentage that is applied to the premiums, in excess of \$250k, will be modified each year, based on the amount needed to fully fund the administrative costs.

Exhibit 1
OBE Formula

Category	Weighted Value
Occupied Daily Acute Care	2
Occupied Daily Long Term Care	1
Occupied Daily Psychiatric Care	1
Occupied Daily Cribs	5
Annual Emergency Room Visits	.001
Annual Mental Health Visits	.0001
Annual Outpatient Public Health Visits	.0001
Annual Home Health Visits	.0005
Annual Other Visits	.0005
Physician Group 1	1
Physician Group 2	2
Physician Group 3	2
Physician Group 4	3
Physician Group 5	3
Physician Group 6	4
Physician Group 7	4
Physician Group 8	5
Interns and Residents	1
CRNA's (Nurse Anesthetists)	3



Adopted: December 6, 1985
Amended: January 23, 1987
Amended: October 6, 1995
Amended: October 1, 1999
Amended: October 3, 2003
Amended: October 1, 2004
Amended: March 6, 2009

**CSAC EXCESS INSURANCE AUTHORITY
UNDERWRITING AND CLAIMS ADMINISTRATION STANDARDS
Medical Malpractice MOU Exhibit B**

I. GENERAL

- A. Each Member shall appoint an official or employee of the Member to be responsible for the risk management function and to serve as a liaison between the Member and the Authority for all matters relating to risk management.
- B. Each Member shall maintain a loss prevention program and shall consider and act upon all recommendations of the Authority concerning the reduction of unsafe conditions.

II. EXCESS WORKERS' COMPENSATION PROGRAM

- A. Members of the Excess Workers' Compensation Program, except those members of the Primary Workers' Compensation Program whose responsibilities are outlined in Section IV below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
 - 1. The Member shall use only qualified personnel to administer its workers' compensation claims. At least one person in the claims office (whether in-house or outside administrator) shall be certified by the State of California as a qualified administrator of self-insured workers' compensation plans.
 - 2. Qualified defense counsel experienced in workers' compensation law and practice shall handle litigated claims. Members are encouraged to utilize attorneys who have the designation "Certified Workers' Compensation Specialist, the State Bar of California, Board of Legal Specialization".
 - 3. The Member shall use the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) and shall advise its claims administrator that these guidelines are utilized in the Authority's workers' compensation claims audits.
- B. The Member shall provide the Authority written notice of any potential excess workers' compensation claims in accordance with the requirements of the Authority's Bylaws. Updates on such claims shall be provided

pursuant to the reporting provisions of the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) or as requested by the Authority and/or the Authority's excess carrier.

C. A claims administration audit utilizing the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:

1. There is an unusual fluctuation in the Member's claim experience or number of large claims, or
2. There is a change of workers' compensation claims administration firms, or
3. The Member is a new member of the Excess Workers' Compensation Program.

The claims audit shall be performed by a firm selected by the Authority unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

D. Each Member shall maintain records of claims in each category of coverage (i.e. indemnity, medical, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors, Claims Review Committee, Underwriting Committee, or Executive Committee. Such records shall include both open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.

E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

III. GENERAL LIABILITY PROGRAMS

A. Members of the General Liability I or General Liability II Programs, except those members of the Primary General Liability Program whose responsibilities are outlined in Section V below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.

1. The Member shall use only qualified personnel to administer its liability claims.

2. Qualified defense counsel experienced in tort liability law shall handle litigated claims. Members are encouraged to utilize defense counsel experienced in the subject at issue in the litigation.
 3. The Member shall use the Liability Claims Administration Guidelines (Addendum B) and shall advise its claims administrator that these guidelines are utilized in the Authority's liability claims audits.
- B. The Member shall provide the Authority written notice of any potential excess liability claim in accordance with the requirements of the Authority's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of the Authority's Liability Claims Administration Guidelines (Addendum B) or as requested by the Authority and/or the Authority's excess carrier.
- C. A claims administration audit utilizing the Authority's Liability Claims Administration Guidelines (Addendum B) shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
1. There is an unusual fluctuation in the Member's claims experience or number of large claims, or
 2. There is a change of liability claims administration firms, or
 3. The Member is a new member of the General Liability I or General Liability II Program.

The claims audit shall be performed by a firm selected by the Authority unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

- D. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
- E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

IV. PRIMARY WORKERS' COMPENSATION PROGRAM

- A. Members of the Primary Workers' Compensation Program shall provide the third party administrator written notice of any claim in accordance with the requirements of the Authority. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.
- B. The Authority shall be responsible for ensuring qualified personnel administer claims in the Primary Workers' Compensation Program and that claims are administered in accordance with the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A).
- C. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) is performed once every two (2) years.
- D. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

V. PRIMARY GENERAL LIABILITY PROGRAM

- A. Members of the Primary General Liability Program shall provide the third party administrator written notice of any claim or incident in accordance with the requirements of the Authority. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.
- B. The Authority shall be responsible for ensuring qualified personnel administer claims in the Primary General Liability Program and that claims are administered in accordance with the Authority's Liability Claims Administration Guidelines (Addendum B).
- C. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Liability Claims Administration Guidelines (Addendum B) is performed once every two (2) years.
- D. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

VI. PROPERTY PROGRAM

- A. Members of the Property Program shall maintain appropriate records including a complete list of insured locations and schedule of values pertaining to all real property. Such records shall be provided to the Authority or its brokers as requested by the Executive or Property Committees.

- B. Each Member shall perform a real property replacement valuation for all locations over \$250,000. Valuations shall be equivalent to the Marshall Swift system and shall be performed at least once every five (5) years. New members shall have an appraisal or valuation performed within one year from entry into the Program.

VII. MEDICAL MALPRACTICE PROGRAM

A. Program I

1. Members of Medical Malpractice Program I (hereinafter Program I) shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
 - a. Members of Program I shall use only qualified personnel to administer its health facility claims.
 - b. Qualified defense counsel experienced in health facility law shall handle litigated claims.
 - c. Members of Program I shall use the "Claims Reporting and Handling Guidelines" in the CSAC Excess Insurance Authority Medical Malpractice Program Operating and Guidelines Manual (hereinafter Operating and Guidelines Manual), and shall advise its claims administrator that these claims handling guidelines are utilized in the Authority's medical malpractice claims audits.
2. Members of Program I shall provide the Authority written notice of any potential excess claim or "major incident" in accordance with the requirements of the Authority and of the excess carrier as stated in the Operating and Guidelines Manual. Updates on such claims or major incidents shall be provided as requested by the Authority.
3. A claims administration audit utilizing the Authority's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
 - a. There is an unusual fluctuation in the Member's claims experience or number of large claims, or
 - b. There is a change of health facility claims administration firms, or
 - c. The Member is a new member of the Medical Malpractice Program, or

- d. The Medical Malpractice Committee requests an audit. The claims audit shall be performed by a firm(s) selected by the Authority. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.
4. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
5. Members of Program I shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.
6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

B. Program II

1. For Medical Malpractice Program II (hereinafter Program II) Members, the Authority shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member. The Authority may contract with a third party administrator for handling of such claims.
2. The Authority shall be responsible for ensuring the third party administrator uses qualified personnel to administer Program II claims.
3. The Authority shall be responsible for ensuring qualified defense counsel experienced in health facility law shall handle litigated claims.
4. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every two (2) years.

The claims audit shall be performed by a firm(s) selected by the Authority. Recommendations made in the claims audit shall be

addressed by the third party administrator and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

5. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.
6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

VIII. SANCTIONS

- A. The Authority shall provide the Member written notification of the Member's failure to meet any of the above-mentioned standards or of other concerns, which affect or could affect the Authority.
- B. The Member shall provide a written response outlining a program for corrective action within sixty (60) days of receipt of the Authority's notification.
- C. After approval by the Executive or applicable Program Committee of the Member's corrective program, the Member shall implement the approved program within ninety (90) days. The Member may request an additional sixty (60) days from the Executive or applicable Program Committee. Further requests for extensions shall be referred to the Board of Directors.
- D. Failure to comply with subsections B or C may result in cancellation of the Member from the affected Authority Program in accordance with the provisions in the Joint Powers Agreement.
- E. Notwithstanding any other provision herein, any Member may be canceled pursuant to the provision of the Joint Powers Agreement.



**CSAC Excess Insurance Authority
Medical Malpractice Program
Extended Participation Agreement**

This Extended Participation Agreement ("Agreement") is entered into by and between the CSAC-EIA ("EIA") and the participating members of the Medical Malpractice Program ("Program"), consisting of counties and other public entities ("Public Entity").

WHEREAS, on September 30, 2013, the EIA's Medical Malpractice Committee ("Committee") approved an extended participation requirement for participating members covering the period from October 1, 2013 to October 1, 2015 (two-years); and

WHEREAS, the Program's excess carrier, Lexington Insurance, has agreed to extend their coverage commitment to October 1, 2015 and have agreed to provide a discount in their premium to the Program if a minimum number of participating members individually commit to not withdraw from the Program for two years; and

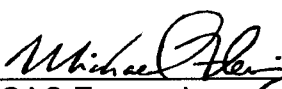
WHEREAS, the Committee has approved a plan in which participating members will be given the choice of executing this Agreement in exchange for a premium reduction. If a participating member fails to execute this Agreement the participating member will not receive this reduction.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, the parties hereby agree as follows:

1. **Premium Discount.** Participating members who execute this Agreement shall receive a discount in premium as approved by the Committee, subject to paragraph 3.
2. **Term of Agreement.** The term of this Agreement is two years beginning October 1, 2013 until October 1, 2015 and each participating member hereby agrees not to withdraw from this Agreement prior to October 1, 2015.
3. **Minimum Participation.** In order for the Program to receive the agreed discount a certain minimum number of participating members has been agreed to by the Committee and Lexington Insurance. If an insufficient number of participating members fail to execute this Agreement as set forth in paragraph 4, the Program will not receive the agreed discount. If the minimum participation is not met, individual participating members that executed this Agreement will not receive the agreed discount and will be released from the terms of this Agreement.
4. **Time for Execution of Agreement.** Participating members shall have until January 1, 2014, to execute this Agreement.

5. **Future Commitments.** Participating members agree that the Committee may consider such two-year commitments in the future.
6. **Agreement and Amendment.** This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations or agreements by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means.

10/1/2013
Dated

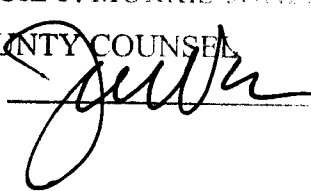


CSAC Excess Insurance Authority
Chief Executive Officer/Secretary

Dated

Authorized Representative
Of (Member Name): _____

Please Print Name: _____

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

The County Of Yuba

471-13

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



(530) 749-7550
FAX (530) 749-7364

TO: Board of Supervisors

FROM: James L. Arnold, Chief Probation Officer **JA**

DATE: December 10, 2013

SUBJECT: Adopt a Resolution authorizing the Yuba County Probation Department to apply for, and enter into an agreement with the Board of State and Community Corrections for a grant relating to the delivery of the Anti-Drug Abuse Program and authorize the Yuba County Chief Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

RECOMMENDATION:

The Yuba County Board of Supervisors approve a resolution authorizing the Yuba County Probation Department to apply for, and enter into an agreement with the Board of State and Community Corrections (BSCC) for a grant relating to the delivery of the Anti-Drug Abuse Program and authorize the Yuba County Chief Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

BACKGROUND:

The Yuba County Probation Department has successfully applied for, administered and executed all grant related documentation, programs and monies for the past twenty five years through numerous California state agencies grant programs. We recently received a Request for Application from the State of California Board of State and Community Corrections to apply for Anti-Drug Abuse funding for the fiscal year 2013/2014 in the amount of \$94,534.

DISCUSSION:

The funds will enable the Probation Department to continue to provide the County its long term commitment to address the community drug problem and to continue to provide the resources necessary to aggressively enforce drug laws within our community.

COMMITTEE ACTION:

This matter has not been referred to committee.

FISCAL IMPACT:

No General Fund expenditures are included in this request.

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

IN RE:

Resolution authorizing the)
Yuba County Probation Department)
to apply for, and enter into an)
agreement with the Board of State)
and Community Corrections)
for grants relating to the)
delivery of the Anti-Drug Abuse)
Program and authorize the County)
Probation Officer to execute)
documents as required, to)
authorize acceptance and transfer)
of funds, as well as any and all)
extensions and amendments.)

RESOLUTION NO. _____

WHEREAS, the County of Yuba, Probation Department desires to continue to undertake projects administered through the and Board of State and Community Corrections (hereinafter referred to as the BSCC) and funded through the Board of State and Community Corrections; and

WHEREAS, the County Probation Department has successfully applied for, received and administered Federal funds from numerous state agencies throughout the past twenty five years and plans to apply for, execute and successfully administer funds again through this administering agency; and

WHEREAS, the County Probation Department has successfully met all the administrative, fiscal and programmatic reporting requirements of all Federal funds from numerous state agency's grants received for the past twenty five years; and

WHEREAS, the County Probation Department relies on these grant funds to meet the current staffing needs of the Adult Probation Unit to minimize the general fund impact providing these services could have.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the following:

1. The Chief Probation Officer to submit an application for funding to the BSCC for the expenditure period of October 1, 2013 to September 30, 2014, to develop programs consistent with the mission of the County Probation Department;
2. That the Yuba County Probation Department is hereby named as the Implementing Agency, if grant is awarded;
3. That the Chief Probation Officer is hereby appointed to receive, administer and modify any and all BSCC funded grants;
4. That the Chief Probation Officer is hereby designated as the Project Director and pursuant to such designation, the Chief Probation Officer, or his designee is authorized to execute any and all documents, which includes but is not limited to the grant application and grant agreements including extensions and amendments thereof that may arise from this application, and any certificate of assurances, provided that the necessary prior review and approval of County Counsel are attained; and
5. The Chief Probation Officer is hereby authorized to accept the funds if a grant is awarded, and to administer on behalf of the Board of Supervisors any funds awarded from any and all BSCC grant award applications authorized herein;
6. That the County Administrative Officer is authorized to sign on behalf of the board any and all documents relating to the County Probation Department's application for, receipt of and execution therein of any and all BSCC grants, including, but not limited to any certificate of assurances and statements of program delivery in the Yuba County Enterprise Zone; and
7. The County Probation Department shall not utilize any federal funds to supplant expenditures controlled by the BSCC; and
8. The County Probation Department agrees to provide all matching funds required by any BSCC grant for the specified project and agrees to abide by the statutes and regulations governing any federal and/or state grant program as well as the terms and conditions as set forth in the grant agreement.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba hereby agrees that any liability arising out of the performance of any BSCC grant administered through the County Probation Department, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency.

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby agrees that the grant funds received hereunder shall not be used to supplant expenditures by this body, nor be subject to local hiring and/or position allocation and/or reclassification freezes.

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BE IT FURTHER RESOLVED, that the implementing agency/organization and partnering entities agree to abide by the statutes and regulations governing the federal Justice Assistance Grant Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

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

AYES:

NOES:

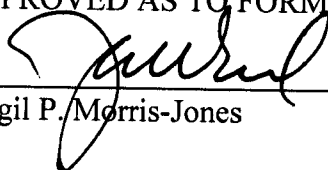
ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER

CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL



Angil P. Morris-Jones



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445

472-13

DECEMBER 10, 2013

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER *SLD/m*

RE: MEMORANDUM OF UNDERSTANDING AND LETTER OF AGREEMENT
WITH SLEEP TRAIN AMPHITHEATRE (BGE YUBA, LLC)

RECOMMENDATION:

Approve the Memorandum of Understanding and the Letter of Understanding between the County of Yuba and BGE Yuba, to provide supplemental law enforcement services at the Sleep Train Amphitheatre.

BACKGROUND:

The Sheriff's Department has negotiated the attached Memorandum of Understanding with BGE Yuba for supplemental law enforcement services at the Sleep Train Amphitheatre. Sheriff's Department personnel will provide general law enforcement services, as well as assist the California Highway Patrol with traffic related duties. The contract will guarantee full salary reimbursement, at an overtime rate, to the County of Yuba for all Sheriff's Department personnel assigned to work at the venue.

DISCUSSION:

This agreement has been in effect for many years. The Memorandum of Understanding and Letter of Understanding covers the period of January 1, 2014 through December 31, 2014.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. The County of Yuba will be fully reimbursed by BGE Yuba for services provided by the Sheriff's Department.

COMMITTEE ACTION:

None. This agreement is a routine item submitted on an annual basis.

Memorandum of Understanding

This Memorandum of Understanding (hereafter "MOU") is effective for one year (January 1, 2014, through December 31, 2014), by and between the County of Yuba (hereafter "County") on behalf of its Sheriff's Department (hereafter "Sheriff's Department") and BGE Yuba LLC, d/b/a Sleep Train Amphitheatre (hereafter "BGE Yuba").

Recitals

WHEREAS, BGE Yuba requires the special services of the Sheriff's Department for concerts held at the Sleep Train Amphitheatre (hereafter "Amphitheatre"); and

WHEREAS, Government Code section 53069.8(a) provides that the Yuba County Board of Supervisors may contract on behalf of the Sheriff to provide supplemental law enforcement services to private individuals or private entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, concerts held at the Sleep Train Amphitheatre are such a special event; and

WHEREAS, the provision of supplemental law enforcement services shall not reduce the normal and regular ongoing service that the Sheriff's Department provides to the citizens of Yuba County;

NOW, THEREFORE, the parties hereto agree as follows:

1. Term

The term of this MOU, as stated above, is for January 1, 2014, through December 31, 2014. Either party may terminate this MOU prior to that date by providing a written notice of termination to the other party no less than thirty (30) days in advance.

2. Staffing

BGE Yuba agrees to use law enforcement personnel from the Sheriff's Department at every concert produced by BGE Yuba at the Sleep Train Amphitheatre. If BGE Yuba contracts with another entity to produce or sponsor a concert at the Amphitheatre, BGE Yuba shall guarantee the full terms of the approved security plan, traffic management plan, and this MOU are met and complied with by that entity. BGE Yuba agrees to specifically reference this MOU in any and all contracts it makes with another entity or other entities and to fully incorporate this MOU therein.

Should BGE Yuba sponsor, book, and/or promote an event other than a concert at the Amphitheatre, BGE Yuba agrees to notify the Sheriff's Department at least ten (10) days in advance. If BGE Yuba and the Sheriff's Department mutually agree supplemental law enforcement services is needed, they shall agree on the staffing level pursuant to the conditions

set forth in this MOU. The same holds true should an entity other than BGE Yuba sponsor, book, and/or promote an event at the Amphitheatre.

The Sheriff's Department will provide personnel for general law enforcement and traffic related duties.

The Sheriff's Department will assign a minimum of four (4) Deputy Sheriffs and two (2) supervisors (liaisons) at every concert sponsored by BGE Yuba or any other entity producing or sponsoring a concert at the Amphitheatre. Additional staffing will be assigned with the mutual agreement of the Sheriff's Department and BGE Yuba. Should the Sheriff's Department and BGE Yuba mutually agree on less than the minimal staffing requirements as stated above, BGE Yuba shall only be obligated to pay for the number of Sheriff's Department personnel actually provided.

Supervisors from the Sheriff's Department are responsible for supervising Sheriff's Department personnel and will act as liaisons to BGE Yuba personnel.

The Sheriff's Department will use Captains, Lieutenants and Sergeants (as determined in the Sheriff's sole discretion) to staff supervisory positions. Deputy Sheriffs and Reserve Deputy Sheriffs will be used to staff non-supervisory positions. Captains, Lieutenants and Sergeants may be used to staff non-supervisory positions with the mutual consent of both the Sheriff's Department and BGE Yuba.

One Communications Dispatcher will be assigned to every concert in which eight (8) or more Deputy Sheriffs are scheduled to work, at the discretion of the Sheriff's Department. The Dispatcher will be assigned to the Sheriff's Department's Communications Center and is responsible for processing calls for service and law enforcement radio traffic related to the Amphitheatre.

One Deputy Sheriff I will be assigned to work in the Yuba County Jail for any concert in which (8) or more Deputy Sheriffs are scheduled to work the event, at the discretion of the Sheriff's Department. This Deputy Sheriff I is responsible for the receiving, booking, and general processing of prisoners brought to jail as a result of the concert.

The Sheriff's Department and BGE Yuba will continuously meet and confer on law enforcement staffing levels for each concert. The number of Sheriff's Department personnel used will be based on, but not limited to, the number of patrons, crowd behavior, and the history of similar events at this and other venues. If a mutual agreement cannot be reached on staffing levels, the final decision will rest with the Sheriff.

3. Undercover Operations

The Sheriff's Department and BGE Yuba agree to meet and confer on the need for undercover operations at certain events. The decision to use undercover personnel shall be a mutual one.

BGE Yuba will pay for all personnel costs associated with undercover operations BGE Yuba and the Sheriff's Department have mutually agreed to.

4. Reimbursement for Services

BGE Yuba agrees to compensate the Sheriff's Department for actual personnel costs incurred. The Sheriff's Department agrees to bill BGE Yuba for the actual time assigned to the event. This may include pre-event briefings. These personnel costs are as follows:

a. Captain	\$650.00/concert
b. Lieutenant	\$70.00/hour
c. Sergeant	\$58.00/hour
d. Deputy Sheriff III	\$48.00/hour
e. Communications Dispatcher	\$43.00/hour
f. Reserve Deputy Sheriff	\$30.00/hour

The Sheriff's Department agrees to bill BGE Yuba only for time assigned to the Amphitheatre. This includes pre-event briefings.

The Sheriff's Department will charge BGE Yuba one-hundred and fifty dollars (\$150.00) per concert to off-set administrative costs associated with the Amphitheatre.

The Sheriff's Department will not charge BGE Yuba for the cost of booking prisoners into the Yuba County Jail.

The Sheriff's Department will not charge BGE Yuba for the use of department owned equipment.

The Sheriff's Department will not charge BGE Yuba for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Yuba County Sheriff's Department.

If the Sheriff's Department and BGE Yuba mutually agree to use law enforcement personnel from another law enforcement agency to supplement staffing levels, BGE Yuba must make separate and direct payment to that other agency for services received. This does not apply to emergency mutual aid responses.

The Sheriff's Department will submit a detailed invoice to BGE Yuba on a monthly basis for services provided pursuant to this MOU. BGE Yuba agrees to pay all bills in full no later than thirty (30) days after receiving the bill. The Sheriff's Department agrees to provide BGE Yuba with a written invoice at the conclusion of each concert. This invoice will estimate costs for Sheriff's Department personnel for that event. The Sheriff's Department agrees to make any necessary adjustments to the written invoice in the subsequent monthly invoice.

5. Pedestrian and Traffic Devices

BGE Yuba agrees to provide, at their cost, all control devices (i.e., signs, cones, barricades, fencing, lighting, etc.) designed for the use of crowd control and/or traffic control. The type of devices and their placement shall be determined by the approved traffic management plan. Any modifications in the type or placement of such devices will only be made with the mutual consent of BGE Yuba, the Yuba County Sheriff's Department and the California Highway Patrol.

6. Insurance and Indemnification

The County of Yuba is self-insured.

The Yuba County Sheriff's Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold BGE Yuba, its parents, affiliated and related companies and their partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including attorney's fees, witness' fees, and all court costs), damages, expenses, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent act of the Yuba County Sheriff's Department or its agents, employees, appointees, or designees which act was performed in the fulfillment of this MOU.

BGE Yuba shall, to the fullest extent permitted by law and at its own expense, defend, indemnify and hold the County of Yuba and the Yuba County Sheriff's Department, their agents, employees, appointees, and designees harmless from and against any and all claims, loss (including attorney's fees, witness' fees and all court costs), damages, expenses and liability resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or willful misconduct act by BGE Yuba, its parents, affiliates and related companies and their partners, directors, officers, employees, servants, representatives and agents which act was performed in the fulfillment of this MOU.

BGE Yuba shall provide proof of general liability insurance in the face amount of at least two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall be twice the required occurrence limit the County of Yuba shall be named as an additional insured and with a carrier acceptable to the County of Yuba. BGE Yuba shall provide Worker's Compensation insurance as required by the State of California. BGE Yuba shall also maintain Employer's Liability in the amount of one million dollars (\$1,000,000) per each accident, one million dollars (\$1,000,000) policy limit bodily injury by disease, and one million dollars (\$1,000,000) each employee bodily injury by disease. Proof of insurance shall be provided to the County of Yuba.

7. Authority

All parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities,

persons, estates, or firms represented and purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been complied with fully.

8. Amendments

This MOU may be modified at any time only by written Amendment executed by all of the parties hereto.

9. Construction

This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

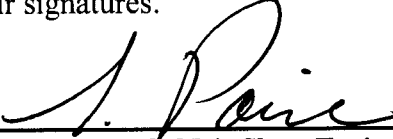
10. Entire Agreement

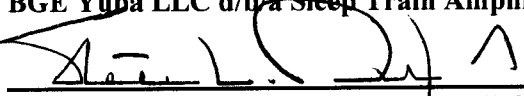
This MOU constitutes the entire agreement between the parties with respect to the subject matter and supercedes all prior and contemporaneous agreements and understandings of the parties.

11. Governing Law

The laws of the State of California shall govern this MOU

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the dates of their signatures.



BGE Yuba LLC d/b/a Sleep Train Amphitheatre


Steven L. Durfor, Yuba County Sheriff-Coroner
Pursuant to Resolution No. _____

11/12/2013

Date
11/12/13

Date

Chairman
Yuba County Board of Supervisors

Date

Approved as to Form
Angil Morris-Jones
County Counsel

By: 

Approved as to Insurance
Requirements. M. Wilson
Human Resources

By: 

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Letter of Understanding

The Yuba County Sheriff's Department and the County of Yuba have negotiated a Memorandum of Understanding with BGE Yuba (Live Nation, Inc.) to provide supplemental law enforcement services at the Sleep Train Amphitheatre. This Memorandum of Understanding guarantees the County of Yuba is fully reimbursed for all personnel costs associated with the supplemental services provided by the Sheriff's Department at this venue.

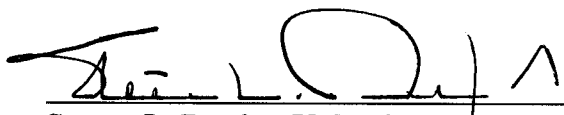
During the previous fourteen concert seasons, the Sheriff's Department utilized Sheriff's Captains as supervisors at the amphitheatre. The Sheriff's Department intends to do the same in 2014. Since Sheriff's Captains are exempt from overtime compensation, the County of Yuba agrees to pay Captains a premium of six-hundred and fifty dollars (\$650.00) for each concert worked. BGE Yuba agrees to fully reimburse the County of Yuba pursuant to their Memorandum of Understanding with the County.

A similar arrangement exists with the use of Reserve Deputy Sheriffs at the amphitheatre. BGE Yuba agrees to reimburse the County of Yuba a rate of thirty dollars (\$30.00) per hour for Reserve Deputy Sheriffs assigned to a concert at the amphitheatre. The County of Yuba agrees to pay Reserve Deputy Sheriffs thirty dollars (\$30.00) per hour when assigned to the amphitheatre.

The terms of this Letter of Understanding are consistent with the terms used during the previous eleven concert seasons. The Letter of Understanding will commence on the dates of the signatures of the parties listed below. It will terminate on December 31, 2014. The County of Yuba agrees to negotiate the terms of this Letter of Understanding as part of the County of Yuba's negotiations with BGE Yuba on their Memorandum of Understanding.

Chairman
Yuba County Board of Supervisors

Date



Steven L. Durfor, Yuba County Sheriff-Coroner
Yuba County Sheriff's Department

11/12/13

Date

Approved as to Form
Angil Morris-Jones
County Counsel, County of Yuba

By: _____



The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



GOVERNMENT CEN
915 8th STREET, SUITE 103
MARYSVILLE, CA 95901-5273

473-13

TELEPHONE (530) 749-7840
FAX (530) 749-7844

November 20, 2013

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

A handwritten signature in black ink, appearing to read "Dan Mierzwa", followed by a horizontal line.

RE: Adopt resolution Delegating Investment Authority

RECOMMENDATION:

Adopt resolution delegating Investment Authority for the calendar year, to the Yuba County Treasurer effective January 1, 2014.

BACKGROUND / DISCUSSION:

Per Government Code Section 53600 et seq. and Article III, Section 2.54.040 of the Yuba County Ordinance Code, a resolution is required each year delegating investment authority to the Yuba County Treasurer. County Counsel has provided the template for said resolution for the year of 2014 (see attached). As such I respectfully request the Board of Supervisors to adopt this resolution.

FISCAL IMPACT: None

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

IN RE:

**RESOLUTION DELEGATING)
INVESTMENT AUTHORITY TO THE)
YUBA COUNTY TREASURER FOR)
THE YEAR 2014)**

RESOLUTION NO: _____

WHEREAS, as the Board of Supervisors are authorized pursuant to California Government Code §53600 et seq. to delegate investment authority to the County Treasurer; and

WHEREAS, Section 2.54.040 of the Yuba County Ordinance Code, among other things, delegates to the County Treasurer the authority to invest or re-invest the funds of the County and the funds of other depositors in the County Treasury; and

WHEREAS, as the California Government Code §53607 requires such delegation to be made on an annual basis; and

WHEREAS, Section 2.54.040 of the Yuba County Ordinance Code requires that the subject annual delegation be achieved by passage of an appropriate resolution of the Yuba County Board of Supervisors; and

WHEREAS, the Yuba County Board of Supervisors desires to continue to delegate the referenced investment authority to the County Treasurer.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors hereby delegates to the County Treasurer the authority to continue to invest or re-invest the funds of the County and the funds of other depositors in the County Treasury pursuant to Government Code Section 53600 et seq., specifically including but without limitation Government Code, Section 53684 and 53684, and Title II, Section 2.54.040 of the Yuba County Ordinance Code.

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

AYES:

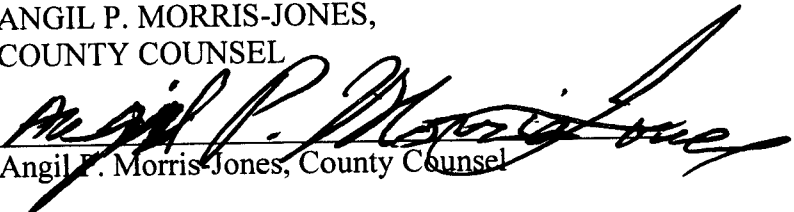
NOES:

ABSENT:

Andy Vasquez, CHAIRPERSON OF THE YUBA
COUNTY BOARD OF SUPERVISORS

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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


Angil P. Morris-Jones, County Counsel



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: December 10, 2013
Re: Budget Transfer Request

Recommendation

Recommend the Board approve the establishment of Fund 154 as an Internal Service Fund and to also approve the attached budget transfer request to support the IT network upgrade project.

Background

On July 16, 2013 the Board authorized a significant acquisition of Information Technology equipment to upgrade our County-wide network capabilities. Charges to each department for these upgrades are based on a flat fee charged per allocated headcount, collected each month. The Auditor has created Fund 154 for these fees. This funding shall be placed into the internal service fund to pay only for this network equipment.

Discussion

This action authorizes the budget for holding the monies collected through this chargeback method, and formalizes the mechanism to actually make the lease payments.

Committee Action

Due to the routine nature of this request, it has been brought directly to the Board for consideration.

Fiscal Impact

There is no additional fiscal impact as a result of this action. It merely formalizes what has already been approved.

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 11/18/2013

REQUEST FOR TRANSFER OR

TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Admin Services - ISF Network Infrastructure

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
154-0000-371-9300	Fees for Svc	399,168
154-0000-371-9300	- - -	54,238

ACCOUNT NO.	NAME	AMOUNT
154-9800-410-2600	Rents & Leases	399,168
154-9800-410-2300	Prof Svcs	54,238

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT

REASON FOR TRANSFER: Network Infrastructure Project - Phase 1 & 2

AMH

APPROVED:

☐ AUDITOR-CONTROLLER

Signature

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Director, Administrative Services
TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

PETERSON CONSULTING, INC.

LEGISLATIVE ADVOCATES

1415 L STREET, SUITE 1000

SACRAMENTO, CALIFORNIA 95814

(916) 441-4424

FAX (916) 441-2279

PetersonConsulting@earthlink.net

RECEIVED

NOV 18 2013

Clerk/Board of Supervisors

November 15, 2013

To: Bill Connelly, Chair of the Board, Butte County
 Ron Briggs, Chair of the Board, El Dorado County
 Ryan Sundberg, Chair of the Board, Humboldt County
 Raymond Castillo, Chair of the Board, Imperial County
 Doug Verboon, Chair of the Board, Kings County
 Max Rodriguez, Chair of the Board, Madera County
 Dan Hamburg, Chair of the Board, Mendocino County
 David Kehoe, Chair of the Board, Shasta County
 Jim Whiteaker, Chair of the Board, Sutter County
 Dennis Garton, Chair of the Board, Tehama County
 Andy Vasquez, Chair of the Board, Yuba County

From: Paul J. Yoder and Karen K. Lange, Peterson Consulting

RE: CMSP Governing Board – Supervisor Representative for Group 2 Counties

As you know, the County Medical Services Program (CMSP) Governing Board is composed of County Supervisors, County Administrative Officers, and County health and welfare officials from the 34 member counties. The Governing Board administers the CMSP program, which provides health care services to indigent adults in the 34 counties.

In fulfillment of its statutory responsibility, the Governing Board has regularized the terms of its Board. The term of the Supervisor Representative from Group 2 Counties ends 12/31/13. This position is currently held by Supervisor Mark Lovelace of Humboldt County who is seeking re-election. Group 2 Counties include the following: Butte, El Dorado, Humboldt, Imperial, Kings, Madera, Mendocino, Shasta, Sutter, Tehama and Yuba.

An election needs to be held to fill the position designated for Supervisor from a Group 2 County for a new term, which starts 1/1/14 and ends 12/31/16. The Governing Board has directed our office to conduct the election on behalf of the Board. Supervisor Mark Lovelace of Humboldt County is the sole candidate for the position. However, a space is provided on the ballot for write-in candidates, should others want to compete for the position. A ballot and an addressed envelope are enclosed. **Please complete and return your ballot at your earliest convenience.**

Should you have any questions regarding this matter, please call (916) 441-4424. Thank you.

cc: Chair and Members, CMSP Governing Board
 Lee D. Kemper, Executive Director
 Cathy Deubel Salenko, General Counsel

OFFICIAL BALLOT

CMSP Governing Board

Supervisor Representative
Group 2 Counties

☐

Mark Lovelace, Humboldt County

☐



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
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DATE: December 10, 2013
TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/gm*
 By Grace Mull, Management Analyst
RE: 1st Quarter Financial Report for Fiscal Year 2013-14

RECOMMENDATION

It is recommended that the Board of Supervisors receive the 1st quarter financial report for Fiscal Year 2013-14 and provide direction as necessary.

BACKGROUND

The purpose of the quarterly financial report is to provide your Board with timely information regarding the FY 2013-2014 budget and related economic information.

DISCUSSION

The 1st quarter report provides a summary of activities in various areas including general fund discretionary revenue receipts, general fund expenditures, departmental budget reporting, building permits, and state budget updates.

COMMITTEE

This item did not go to Committee as it is an informational item only.

FISCAL IMPACT

There is no fiscal impact associated with receiving of this report.

1st Quarter Budget Report Fiscal Year 2013/2014

Period July 1, 2013 – September 30, 2013



General Fund Discretionary Revenue

General fund discretionary revenue is general fund revenue that is not a direct reimbursement revenue source for a department. The funds are thus “discretionary” and approved by the Board of Supervisors for the general fund needs of the County. The major discretionary general fund revenue sources that make up this revenue include property and sales taxes, franchise fees, general fines, interest, triple flip, and tipping fees.

The total discretionary general fund revenue budgeted for FY 13/14 is \$24,449,252. The following chart displays the major discretionary general fund revenue sources, the amounts budgeted, the amounts received and percent received in 1st quarter FY 13/14, as well as a comparison to the amounts received in 1st quarter FY 12/13.

1st Quarter Major Revenue Source Trends

- This fiscal year, the Auditor-Controller revised the accounting methodology from cash accounting to a modified accrual approach as required by the State Controller’s accounting standards for counties. Cash is credited in the period it was received but the transaction is posted to the period in which the work was performed. This change resulted in revenue accounts appearing in a negative position for the first quarter. As we approach the end of the year, the accounts should self correct as end of year revenue received in the next fiscal year that was traditionally posted to the next year will be posted to this fiscal year. Please note that due to the anomalies created with the change in accounting methodology, staff did not display the revenue comparison table that is traditionally shown in this report.
- General Fine revenue traditionally exhibits a negative amount received in the first quarter due to an annual “true-up” that is performed between the County and the State. This year, the true-up was performed at the end of last fiscal year due to the change in accounting methodology which resulted in a positive amount.

General Fund Expenditures

General Fund expenditures were (\$352,475) less than the same period last year. Total percent expended through the end of September was 23.60%.

Departmental Revenue and Expenditure Reporting

County departments report their revenues received and expenditures made on a monthly basis to the County Administrator’s Office. Reports are summarized and distributed to the Auditor-Controller and Treasurer-Tax Collector. Through the end of the first quarter of this fiscal year, there were thirteen (13) departments in the General Fund that exhibited negative positions for a total amount of (\$720,033). This is attributed to timeliness of grant and program reimbursements as well as the change in accounting methodology which credits revenue in the period in which the work was performed.

In the Non-General Fund departments, there were fourteen (14) departments that exhibited negative positions for a total amount of (\$2,067,671). This is due to timeliness of grant and program reimbursements, workers compensation and liability insurance reimbursements from the departments (the full premium is paid in July and transfers are processed at the end of each quarter by the Auditor's Office), and the change in accounting methodology.

General Fund Reserves/Contingencies

General Fund Reserves

Adopted Budget: \$1,442,588

Balance 9/30/13: \$1,442,588

General Fund Contingencies

Adopted Budget: \$594,872

Balance 9/30/13: \$594,872

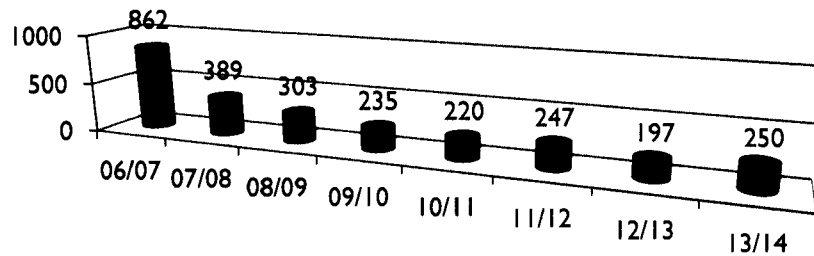
New Hires

We started the fiscal year with 893 allocated positions. 66 of these positions were unfunded vacant positions and 69 were funded vacant positions. Thirty one vacant positions were filled in the first quarter. The majority of the new hires are located within the Health and Human Services Department. They are primarily related to the Covered California Call Center that was created to support the requirements of the Affordable Care Act. The positions, departments and associated funding sources are as follows:

Department	Position	Quantity	Funding Source
Health & Human Services	Administrative Technician	2	Fed/State
Health & Human Services	Eligibility Technician	20	Fed/State
Health & Human Services	Office Specialist	2	Fed/State
Health & Human Services	Public Health Nurse I/II	2	Fed/State/Grants
Health & Human Services	Social Worker I – Emp Servs	1	Fed/State
Human Resources	Asst Human Resources Analyst	1	General Fund
Sheriff-Coroner	Correctional Facility LVN	1	Jail Bed Rental/Realignment
Sheriff-Coroner	Deputy Sheriff I	1	Jail Bed Rental/Realignment
Sheriff-Coroner	Deputy Sheriff III	1	General Fund/PS Sales Tax

Building Permits

Month	1 st Qtr Permits 06/07	1 st Qtr Permits 07/08	1 st Qtr Permits 08/09	1 st Qtr Permits 09/10	1 st Qtr Permits 10/11	1 st Qtr Permits 11/12	1 st Qtr Permits 12/13	1 st Qtr Permits 13/14
July	168	142	98	84	77	84	68	80
August	237	171	100	80	79	88	74	91
September	457	76	105	71	64	75	55	79
1st Qtr	862	389	303	235	220	247	197	250
% of Change		-54.87%	-22.11%	-22.44%	-6.38%	12.27%	-10.45%	1.21%



Total permits issued are up 1.21% from FY 12/13 in the same period.

Single Family Dwelling Permits (SFD) There were 23 SFD building permits issued for the first quarter compared to 21 in the same period last year.

Foreclosure Activity

There were 46 foreclosed homes in the first quarter (Jul/Aug/Sep) of FY 2013-14 compared to 96 in the same period last year. This represents a decrease of (52.08%).

Economic Development

Yuba County was awarded an Economic Development Administration Grant in the amount of \$1,790,232 this quarter for the repair and replacement of the wastewater conveyance system from the Airport Industrial area on Arboga Road to the Olivehurst Public Utility District's wastewater treatment facility. This will increase the capacity of the wastewater conveyance system which will improve the economic development of the Industrial Park area.



State Budget Update

Revenue Report

The State Controller's Cash Update for the month of September indicated that "Preliminary General Fund agency cash for August was \$19 million above the 2013-14 Budget Act forecast of \$6.256 billion. Year-to-date revenues are \$256 million below the expected \$12.161 billion."



The County of Yuba

Office of the County Administrator

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 tcarlquist@co.yuba.ca.us

Date: December 10, 2013
To: Board of Supervisors
From: Robert Bendorf, County Administrator
By: Grace Mull, Management Analyst
Re: Annual Countywide Capital Facilities Fee Report for FY 2012-2013

Recommendation

Board of Supervisors receive annual Countywide Capital Facilities Fee Report for FY 2012-2013.

Background

The Mitigation Fee Act, Government Code §66006 et seq., "the Act" governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development. The Act also requires that the County prepare an annual review of all countywide capital facilities fees and place on a Board of Supervisor's agenda for review at a public meeting within 180 days after the end of the fiscal year.

Discussion

The annual report includes the description of each fee and current fee structure, fund activity from July 1, 2012 through June 30, 2013, interfund loans and transfers.

Community Development is working with a consultant to complete a current nexus study. Once completed, the study along with any recommended fee updates will be brought forward to your Board for consideration.

Committee

This item was not reviewed at Committee due to time constraints.

Fiscal Impact

There is no fiscal impact associated with this item as it is administrative only.

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YUBA COUNTY

ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT

FISCAL YEAR 2012-2013

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

BACKGROUND

The Mitigation Fee Act, Government Code §66000 et seq., (the “Act”) governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development. Fees must be separately accounted for and used for the specific purpose for which the fee was imposed. The County’s adopted development impact fees are listed in the attached exhibits. Expenditures are authorized through the annual Capital and Operating Budgets and the County’s Capital Improvement Program. The annual adopted budget is on file with the County Clerk of the Board.

ANNUAL DEVELOPMENT FEE REPORTING

The Act requires that the County prepare an annual review of all development impact fees as defined in the Act and make a public report on the fees available to the public after the end of each fiscal year. Government Code §66006(b)(2) requires the report to be placed on a Board of Supervisor’s agenda for review at a public meeting not less than 15 days after the report is made available to the public.

The County is also required to adopt by resolution certain findings for any fund accounts which contain unexpended funds as of the fifth fiscal year following the first deposit into those funds. (Government Code §66001(d).)

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

REPORT EXHIBITS

- **Exhibit A:** A brief description of the purposes of each development impact fee and its authorizing legislation (Government Code §66006(b)(1)(A).)
- **Exhibit B:** Displays summary of the July 1, 2012 beginning balance, annual fee revenue collected and interest earned, identification of public improvements on which fees were expended and the ending balance as to June 30, 2013 for each fee (Government Code §66006(b)(1)(C)-(E).) The annual expenditures on each specific public improvement listed, including the total percentage of the cost of the public improvement that was funded with development impact fees. In addition to public improvement project costs, the County incurs costs to administer each mitigation fee program and to prepare the annual reports and the five-year compliance analysis also required by the Act. As shown in the mitigation fee cost studies which support the various impact fees, the County charges administrative and compliance costs at 3% of the program cost for each fee as a program expense. The actual dollar cost for these expenditures is listed for each fee. No individual impact fee fund has collected sufficient funds to construct all improvements covered by that fund as described in the Nexus studies (Government Code §66006(b)(1)(F).)
- **Exhibit C:** Displays the funds which have unexpended fees more than five years after the first deposit of money into those funds (Government Code §66001(d).)
- **Exhibit D:** Identifies the current amount of each development impact fee (Government Code §66006(b)(1)(B).)
- **Exhibit E:** Identifies any interfund loans, transfers, refunds or reallocation of funds in lieu of refunds in Fiscal Year 2012-2013 (Government Code §66006(b)(1)(G)-(H).)

**YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013**

EXHIBIT A

Fund	Impact Fee Name	Fee Authority	Purpose
182	General Government	Ordinance 1369, May 2, 2006	To defray cost of capital assets including office space and equipment for general government facilities including administrative and support departments.
183	Criminal Justice	Ordinance 1369, May 2, 2006	To defray cost of capital assets including office space and equipment for departments involved with criminal justice including the Superior Court, District Attorney, Probation, Juvenile Hall and Jail.
184	Health-Social Services	Ordinance 1369, May 2, 2006	To defray cost of capital assets including office space and equipment for county health and social services departments including Health Services, Bi-County Mental Health and Social Services.
185	Library	Ordinance 1369, May 2, 2006	To defray cost of capital assets including library and office space and equipment and equipment for the county library system.
186	Law Enforcement	Ordinance 1369, May 2, 2006	To defray cost of capital assets including office space and equipment for Sheriff Operations.
187	Parks & Recreation	Ordinance 1369, May 2, 2006	To defray cost of capital assets including parks and recreation equipment for county parks and recreational facilities.
188	Traffic-Roads	Ordinance 1369, May 2, 2006	To defray cost of road improvements in construction.
253	Drainage	Ordinance 1369, May 2, 2006	To defray cost of drainage improvements, as may be applicable for the Hallwood Drainage Area and South Yuba Drainage area.

**YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013**

EXHIBIT B - IMPACT FEE 182-184

General Government (182)	Amount	Description
Beginning Balance 7/1/12	\$164,375.79	Balance Forward
Fees Collected	\$69,289.73	
Interest Earned	\$2,268.81	
Expenditure 1	(\$17.29)	Reimburse CDSA for EPS 5 YR Capital Plan
Transfer	(\$235,917.04)	Impact Fee Reco Fund Transfer to 200 Trust
Loan	\$0	
Ending Balance 6/30/13	\$0	

Criminal Justice (183)	Amount	Description
Beginning Balance 7/1/12	\$2,644,857.07	Balance Forward
Fees Collected	\$84,960.70	
Interest Earned	\$33,360.62	
Expenditure 1	(\$264.80)	Reimburse CDSA for EPS 5 YR Capital Plan
Transfer	\$0	
Loan to Other Fund	(\$542,042.45)	Loan to Law Enforcement 186 Trust
Ending Balance 6/30/13	\$2,220,871.14	

Social Services (184)	Amount	Description
Beginning Balance 7/1/12	\$205,924.50	Balance Forward
Fees Collected	\$25,962.05	
Interest Earned	\$2,656.78	
Expenditure 1	(\$20.87)	Reimburse CDSA for EPS 5 YR Capital Plan
Transfer	\$0	
Loan to Other Fund	\$0	Loan to Law Enforcement 186 Trust
Ending Balance 6/30/13	\$234,522.46	

**YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013**

EXHIBIT B - IMPACT FEE 185-187

Library (185)	Amount	Description
Beginning Balance 7/1/12	\$1,282,025.20	Balance Forward
Fees Collected	\$24,855.51	
Interest Earned	\$16,396.59	
Expenditure 1	(\$128.14)	Reimburse CDSA for EPS 5 YR Capital Plan
Expenditure 2	(\$10,844.06)	Portion of Approved Capital Library Projects
Transfer	\$0	
Loan	\$0	
Ending Balance 6/30/13	\$1,312,305.10	

Law Enforcement (186)	Amount	Description
Beginning Balance 7/1/12	\$305,483.52	Balance Forward
Fees Collected	\$29,090.11	
Interest Earned	\$2,687.45	
Expenditure 1	(\$30.84)	Reimburse CDSA for EPS 5 YR Capital Plan
Expenditure 2	(\$829,742.10)	Portion of Approved Capital Sheriffs Project
Transfer	\$0	
Loan	\$542,042.45	Loan from Criminal Justice 183 Trust
Ending Balance 6/30/13	\$49,530.59	

Parks & Recreation (187)	Amount	Description
Beginning Balance 7/1/12	\$119,733.62	Balance Forward
Fees Collected	\$6,740.85	
Interest Earned	\$1,519.38	
Expenditure 1	(\$12.03)	Reimburse CDSA for EPS 5 YR Capital Plan
Expenditure 2	\$0	Portion of Approved Capital Library Projects
Transfer	\$0	
Loan	\$0	
Ending Balance 6/30/13	\$127,981.82	

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT B - IMPACT FEE 188 & 253

Road Improvements (188)	Amount	Description
Beginning Balance 7/1/12	\$6,824,124.66	Balance Forward
Fees Collected	\$217,362.55	
Interest Earned	\$85,644.73	
Expenditure 1	(\$683.73)	Reimburse CDSA for EPS 5 YR Capital Plan
Expenditure 2	(\$57,490.40)	Loma Rica Road Improvements-Local Match
Expenditure 3	(\$363,045.18)	North Beale Road Raised Median-Local Match
Expenditure 4	(\$68.50)	Left Turn Pocket Msvl Road/BV School Road
Expenditure 5	(\$57,394.59)	Olivehurst Ave Widening including Sidewalks
Expenditure 6	(\$446.16)	Left Turn Pocket Msvl Road/Loma Rica Road
Expenditure 7	(\$52,847.84)	Loma Rica Road Realignment
Expenditure 8	(\$63,011.24)	Loma Rica Road Shoulder Widening
Ending Balance 6/30/13	\$6,532,144.30	

Drainage (253)	Amount	Description
Beginning Balance 7/1/12	\$900,666.68	Balance Forward
Fees Collected	\$59,361.14	
Interest Earned	\$11,910.05	
Expenditure	(\$26,570.88)	10th Street Drainage
Transfer	\$95,052.09	10th Street Drainage - Credit other funding
Ending Balance 6/30/13	\$1,040,419.08	

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT C

Development Impact Fee Funds – Unexpended Fees more than Five Years after First Deposit to Fund

There are no impact fee funds with unexpended fees for more than five years during this time period.

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT D – GENERAL GOVERNMENT

General Government Fee Schedule

Item	Full Fee	Implemented Amount [1]
Residential	<i>Per Unit</i>	<i>Per Unit</i>
Single Family	\$935	\$935
Multifamily	\$873	\$873
Nonresidential	<i>Per Acre</i>	<i>Per Acre</i>
Neighborhood Shopping Center	\$6,222	\$622
Community Shopping Center	\$3,982	\$398
Commercial Strip Center	\$4,978	\$498
Regional Shopping Center	\$7,467	\$747
Restaurant	\$24,889	\$2,489
Auto Dealer	\$5,476	\$548
Neighborhood Office	\$7,467	\$747
Commercial Office	\$11,698	\$1,170
Medical Office	\$9,458	\$946
Financial Institutions	\$9,209	\$921
Light Industrial	\$4,978	\$498
Research and Development	\$6,720	\$672
Warehousing	\$2,987	\$299
Yard Use	\$747	\$75
Hotel/Motel	\$4,480	\$448

[1] Nonresidential fees are implemented at 10 percent of the full fee amount

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT D – CRIMINAL JUSTICE

Criminal Justice Fee Schedule

Item	Full Fee	Implemented Amount [1]
Residential	Per Unit	Per Unit
Single Family	\$1,153	\$1,153
Multifamily	\$1,076	\$1,076
Nonresidential	Per Acre	Per Acre
Neighborhood Shopping Center	\$7,671	\$767
Community Shopping Center	\$4,910	\$491
Commercial Strip Center	\$6,137	\$614
Regional Shopping Center	\$9,206	\$921
Restaurant	\$30,686	\$3,069
Auto Dealer	\$6,751	\$675
Neighborhood Office	\$9,206	\$921
Commercial Office	\$14,422	\$1,442
Medical Office	\$11,661	\$1,166
Financial Institutions	\$11,354	\$1,135
Light Industrial	\$6,137	\$614
Research and Development	\$8,285	\$829
Warehousing	\$3,682	\$368
Yard Use	\$921	\$92
Hotel/Motel	\$5,524	\$552

[1] Nonresidential fees are implemented at 10 percent of the full fee amount

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT D – HEALTH & HUMAN SERVICES

Health and Human Services Fee Schedule

Item	Full Fee	Implemented Amount [1]
Residential	<i>Per Unit</i>	<i>Per Unit</i>
Single Family	\$352	\$352
Multifamily	\$329	\$329
Nonresidential	<i>Per Acre</i>	<i>Per Acre</i>
Neighborhood Shopping Center	\$2,344	\$234
Community Shopping Center	\$1,500	\$150
Commercial Strip Center	\$1,875	\$188
Regional Shopping Center	\$2,813	\$281
Restaurant	\$9,377	\$938
Auto Dealer	\$2,063	\$206
Neighborhood Office	\$2,813	\$281
Commercial Office	\$4,407	\$441
Medical Office	\$3,563	\$356
Financial Institutions	\$3,470	\$347
Light Industrial	\$1,875	\$188
Research and Development	\$2,532	\$253
Warehousing	\$1,125	\$113
Yard Use	\$281	\$28
Hotel/Motel	\$1,688	\$169

[1] Nonresidential fees are implemented at 10 percent of the full fee amount

**YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013**

EXHIBIT D - LIBRARY

Library Fee Schedule

Item	Full Fee	Implemented Amount [1]
Residential	<i>Per Unit</i>	<i>Per Unit</i>
Single Family	\$337	\$337
Multifamily	\$315	\$315
Nonresidential	<i>Per Acre</i>	<i>Per Acre</i>
Neighborhood Shopping Center	\$2,244	\$224
Community Shopping Center	\$1,436	\$144
Commercial Strip Center	\$1,795	\$180
Regional Shopping Center	\$2,693	\$269
Restaurant	\$8,977	\$898
Auto Dealer	\$1,975	\$197
Neighborhood Office	\$2,693	\$269
Commercial Office	\$4,219	\$422
Medical Office	\$3,411	\$341
Financial Institutions	\$3,322	\$332
Light Industrial	\$1,795	\$180
Research and Development	\$2,424	\$242
Warehousing	\$1,077	\$108
Yard Use	\$269	\$27
Hotel/Motel	\$1,616	\$162

[1] Nonresidential fees are implemented at 10 percent of the full fee amount

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT D - LAW ENFORCEMENT

Law Enforcement Fee Schedule

Item	Full Fee	Implemented Amount [1]
Residential	<i>Per Unit</i>	<i>Per Unit</i>
Single Family	\$395	\$395
Multifamily	\$369	\$369
Nonresidential	<i>Per Acre</i>	<i>Per Acre</i>
Neighborhood Shopping Center	\$2,627	\$263
Community Shopping Center	\$1,681	\$168
Commercial Strip Center	\$2,101	\$210
Regional Shopping Center	\$3,152	\$315
Restaurant	\$10,507	\$1,051
Auto Dealer	\$2,311	\$231
Neighborhood Office	\$3,152	\$315
Commercial Office	\$4,938	\$494
Medical Office	\$3,993	\$399
Financial Institutions	\$3,888	\$389
Light Industrial	\$2,101	\$210
Research and Development	\$2,837	\$284
Warehousing	\$1,261	\$126
Yard Use	\$315	\$32
Hotel/Motel	\$1,891	\$189

[1] Nonresidential fees are implemented at 10 percent of the full fee amount

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT D – PARKS & RECREATION

Parks and Recreation Fee Schedule

Item	Full Fee	Implemented Amount [1]
Residential	Per Unit	Per Unit
Single Family	\$93	\$93
Multifamily	\$87	\$87
Nonresidential	Per Acre	Per Acre
Neighborhood Shopping Center	\$617	\$62
Community Shopping Center	\$395	\$39
Commercial Strip Center	\$494	\$49
Regional Shopping Center	\$740	\$74
Restaurant	\$2,468	\$247
Auto Dealer	\$543	\$54
Neighborhood Office	\$740	\$74
Commercial Office	\$1,160	\$116
Medical Office	\$938	\$94
Financial Institutions	\$913	\$91
Light Industrial	\$494	\$49
Research and Development	\$666	\$67
Warehousing	\$296	\$30
Yard Use	\$74	\$7
Hotel/Motel	\$444	\$44

[1] Nonresidential fees are implemented at 10 percent of the full fee amount

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT D - TRAFFIC

Traffic Impact Fee Schedule

Item	Full Fee	Implemented Amount [1]
Residential	<i>Per Unit</i>	<i>Per Unit</i>
Single Family	\$2,756	\$2,756
Multifamily	\$1,929	\$1,929
Nonresidential	<i>Per Acre</i>	<i>Per Acre</i>
Neighborhood Shopping Center	\$165,340	\$16,534
Community Shopping Center	\$137,783	\$13,778
Commercial Strip Center	\$110,226	\$11,023
Regional Shopping Center	\$82,670	\$8,267
Restaurant	\$165,340	\$16,534
Auto Dealer	\$66,136	\$6,614
Neighborhood Office	\$55,114	\$5,511
Commercial Office	\$82,670	\$8,267
Medical Office	\$110,226	\$11,023
Financial Institutions	\$137,783	\$13,778
Light Industrial	\$33,068	\$3,307
Research and Development	\$49,602	\$4,960
Warehousing	\$41,334	\$4,133
Yard Use	\$27,557	\$2,756
Hotel/Motel	\$49,602	\$4,960

[1] Nonresidential fees are implemented at 10 percent of the full fee amount

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT D - DRAINAGE

Drainage Fee Schedule

Item	Full Fee
Hallwood Drainage Area	<i>Per Unit</i>
Residential	\$394
South Yuba Drainage Area	
Residential	\$961
Nonresidential	<i>Per Acre</i>
Park/Cemetery	\$1,788
Schools	\$3,576
Commercial	\$5,006
Industrial	\$5,721

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT E – INTERFUND LOANS

On February 26, 2013, the Board of Supervisors approved resolution #2013-17 authorizing a loan from the Criminal Justice Impact Fee Fund (183) to the Law Enforcement Impact Fee Fund (186) in an amount not to exceed \$1,969,057 to provide funding for costs associated with the new Sheriff's facility located on 720 Yuba Street.

The current balance of the loan is \$1,673,389.82. Loan repayment terms are as follows:

Loan Amount:	\$1,673,389.82
Loan Period:	30 Years
Payment Start Date:	6/30/15
Payment End Date:	6/30/44
Annual Payment:	\$64,840.70
Annual Interest:	Current Pooled Interest Rate*

**Actual interest will be applied at the end of year fiscal year.*

YUBA COUNTY ANNUAL COUNTYWIDE CAPITAL FACILITIES FEE REPORT
FISCAL YEAR 2012-2013

EXHIBIT E – TRANSFERS

In August of 2011, Economic & Planning Systems, Inc. (EPS) performed a Countywide Impact Fee Reconciliation and Report to determine if the County could be reimbursed from impact fees for construction projects associated with the Animal Care Facility and the Government Center where general fund dollars were utilized to fund the projects. EPS determined that the general fund was owed \$5,783,103 from the General Government Impact Fee Fund (182).

Subsequent to the report, the Board of Supervisors authorized repayment or transfer from the General Government Impact Fee Fund (182) to the General Fund on an annual basis until the amount owed is paid in full. The current balance remaining is \$2,811,124.

8/23/11	Amount Due General Fund:	\$5,783,103
FY 11/12	Transfer from 182 to General Fund:	(\$2,736,062)
FY 12/13	Transfer from 182 to General Fund:	(\$ 235,917)
	Balance Remaining:	\$2,811,124



The County of Yuba

Office of the County Administrator

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

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

Date: December 10, 2013
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/gm*
By: Grace Mull, Management Analyst
Re: Loan Repayment Terms for Interfund Loan from Criminal Justice Impact Fund to Law Enforcement Impact Fund

Recommendation

Board of Supervisors approve loan repayment terms for interfund loan from Criminal Justice Impact Fund (Trust 183) to Law Enforcement Impact Fund (186).

Background

On February 26, 2013, the Board of Supervisors approved resolution #2013-17 authorizing the interfund loan from the Criminal Justice Impact Fund to the Law Enforcement Impact Fund to provide funding for costs associated with the new Sheriff's facility located at 720 Yuba Street, Marysville in an amount not to exceed \$1,969,057. Repayment terms specified in the resolution indicated that the loan would be repaid as the funds became available in the Law Enforcement Impact Fund and interest would be determined and charged at the County pool rate.

Discussion

The current balance of the loan is \$1,673,389.82. This amount was calculated using the following factors:

Total Amount Borrowed	\$1,911,099.45
Less Offset for ½ of Millar Day Hall Range Annual Lease Payment FY 2002/03 through FY 2013/14 1	(\$261,125)
Less Offset for ½ Miscellaneous Items purchased by Sheriff Operations budget 2	(\$23,589)
Cumulative Interest from 12/31/10 through 6/30/13 3	\$47,004.37
Current Loan Balance	\$1,673,389.82

The request brought forward today formalizes the payment terms (Exhibit A). The first payment is estimated to be \$64,840.70 and is due on June 30, 2015. The loan period is thirty (30) years. Future interest will be applied utilizing the current County pooled interest rate. This shall require an annual "reset" to modify future payments based on changes to the interest rate.

Average collections over a ten (10) year period in the Law Enforcement Impact Fund was approximately \$138,000 per year. Collections are relatively low at this point but we anticipate this increasing as development increases. Once this occurs, additional payments will be made to reduce the amount owing and loan period.

If the Law Enforcement Impact Fund cannot support the required loan payment due to inadequate collections, staff will come back to your Board to present alternative options.

Committee

This item was not presented at Committee level.

Fiscal Impact

There is no impact to the General Fund as a result of this action as the loan and repayment terms are applied from one impact fee account to another.

1 Millar Day Hall is utilized as the Sheriff's official firing range. Both Sheriff Operations and Sheriff Jail staff utilize the range for required firearms training. The range is currently leased from the Yuba County Airport. The payments have been made primarily from the Sheriff's Operations budget. 50% of the total amount paid is an allowable expense from the Criminal Justice Impact Fund.

2 The Sheriff's Operations budget funded miscellaneous items that are shared between Sheriff Operations and Sheriff Jail. The items included safety equipment, radios, riot gear, firearms, restraints, etc. 50% of the total amount paid is an allowable expense from the Criminal Justice Impact Fund.

3 The current loan balance includes interest calculated from 12/31/10 through 6/30/13. Future interest will be calculated based on the current pool rate for that period.

Loan Amortization Schedule

Enter values	
Loan amount	\$ 1,673,389.82
Annual interest rate	1.00 %
Loan period in years	30
Number of payments per year	1
Start date of loan	6/30/2014
Optional extra payments	

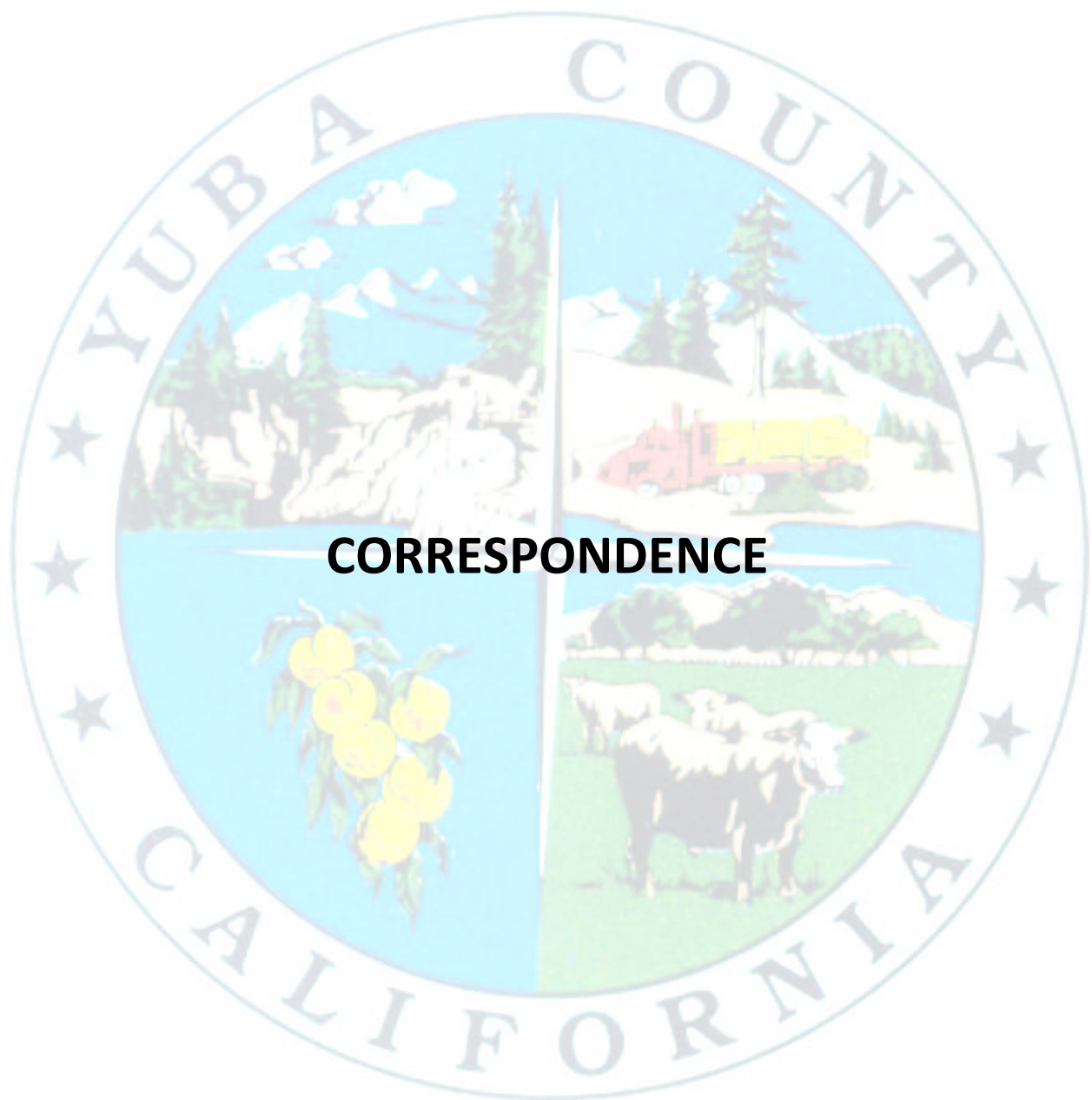
Lender name:

Loan summary	
Scheduled payment	\$ 64,840.70
Scheduled number of payments	30
Actual number of payments	30
Total early payments	\$ -
Total interest	\$ 271,831.13

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	6/30/2015	\$ 1,673,389.82	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 48,106.80	\$ 16,733.90	\$ 1,625,283.02	\$ 16,733.90
2	6/30/2016	\$ 1,625,283.02	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 48,587.87	\$ 16,252.83	\$ 1,576,695.15	\$ 32,986.73
3	6/30/2017	\$ 1,576,695.15	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 49,073.75	\$ 15,766.95	\$ 1,527,621.41	\$ 48,753.68
4	6/30/2018	\$ 1,527,621.41	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 49,564.48	\$ 15,276.21	\$ 1,478,056.92	\$ 64,029.89
5	6/30/2019	\$ 1,478,056.92	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 50,060.13	\$ 14,780.57	\$ 1,427,996.79	\$ 78,810.46
6	6/30/2020	\$ 1,427,996.79	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 50,560.73	\$ 14,279.97	\$ 1,377,436.06	\$ 93,090.43
7	6/30/2021	\$ 1,377,436.06	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 51,066.34	\$ 13,774.36	\$ 1,326,369.72	\$ 106,864.79
8	6/30/2022	\$ 1,326,369.72	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 51,577.00	\$ 13,263.70	\$ 1,274,792.72	\$ 120,128.49
9	6/30/2023	\$ 1,274,792.72	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 52,092.77	\$ 12,747.93	\$ 1,222,699.95	\$ 132,876.42
10	6/30/2024	\$ 1,222,699.95	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 52,613.70	\$ 12,227.00	\$ 1,170,086.25	\$ 145,103.42
11	6/30/2025	\$ 1,170,086.25	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 53,139.84	\$ 11,700.86	\$ 1,116,946.42	\$ 156,804.28
12	6/30/2026	\$ 1,116,946.42	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 53,671.23	\$ 11,169.46	\$ 1,063,275.18	\$ 167,973.74
13	6/30/2027	\$ 1,063,275.18	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 54,207.95	\$ 10,632.75	\$ 1,009,067.24	\$ 178,606.49
14	6/30/2028	\$ 1,009,067.24	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 54,750.03	\$ 10,090.67	\$ 954,317.21	\$ 188,697.17
15	6/30/2029	\$ 954,317.21	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 55,297.53	\$ 9,543.17	\$ 899,019.69	\$ 198,240.34
16	6/30/2030	\$ 899,019.69	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 55,850.50	\$ 8,990.20	\$ 843,169.18	\$ 207,230.54
17	6/30/2031	\$ 843,169.18	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 56,409.01	\$ 8,431.69	\$ 786,760.18	\$ 215,662.23
18	6/30/2032	\$ 786,760.18	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 56,973.10	\$ 7,867.60	\$ 729,787.08	\$ 223,529.83
19	6/30/2033	\$ 729,787.08	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 57,542.83	\$ 7,297.87	\$ 672,244.25	\$ 230,827.70
20	6/30/2034	\$ 672,244.25	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 58,118.26	\$ 6,722.44	\$ 614,126.00	\$ 237,550.14
21	6/30/2035	\$ 614,126.00	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 58,699.44	\$ 6,141.26	\$ 555,426.56	\$ 243,691.40
22	6/30/2036	\$ 555,426.56	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 59,286.43	\$ 5,554.27	\$ 496,140.13	\$ 249,245.67
23	6/30/2037	\$ 496,140.13	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 59,879.30	\$ 4,961.40	\$ 436,260.83	\$ 254,207.07
24	6/30/2038	\$ 436,260.83	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 60,478.09	\$ 4,362.61	\$ 375,782.74	\$ 258,569.68
25	6/30/2039	\$ 375,782.74	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 61,082.87	\$ 3,757.83	\$ 314,699.87	\$ 262,327.51
26	6/30/2040	\$ 314,699.87	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 61,693.70	\$ 3,147.00	\$ 253,006.17	\$ 265,474.50
27	6/30/2041	\$ 253,006.17	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 62,310.64	\$ 2,530.06	\$ 190,695.53	\$ 268,004.57
28	6/30/2042	\$ 190,695.53	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 62,933.74	\$ 1,906.96	\$ 127,761.79	\$ 269,911.52
29	6/30/2043	\$ 127,761.79	\$ 64,840.70	\$ -	\$ 64,840.70	\$ 63,563.08	\$ 1,277.62	\$ 64,198.71	\$ 271,189.14
30	6/30/2044	\$ 64,198.71	\$ 64,840.70	\$ -	\$ 64,198.71	\$ 63,556.72	\$ 641.99	\$ -	\$ 271,831.13

EXHIBIT A

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Yuba-Sutter Farm Bureau

Serving Agriculture Since 1919

RECEIVED
NOV 12 2013
Clerk/Board of Supervisors

November 5, 2013

Mr. Andy Vasquez, Chairman
Yuba County Board of Supervisors
915 8th St.
Marysville, CA 95901

RE: Request for an Ordinance to Restrict Marijuana Cultivation

Dear Chairman Vasquez,

The Yuba-Sutter Farm Bureau is a non-governmental, non-profit, voluntary membership California Corporation whose purpose is to protect and promote agricultural interests throughout Yuba and Sutter counties, by representing over 1,250 local YSFB members.

In October of 2013, the Sutter County Board of Supervisors adopted an ordinance restricting the cultivation of marijuana. The Board's action was timely and wise given the increase in marijuana-related home invasions. Personal safety and quality of life in Sutter and Yuba county rural communities are in jeopardy from illegal marijuana grows and the crime precipitated by them.

In 2013, there have been several local home invasions or other disturbances related to marijuana cultivation. If growing medical marijuana is to be allowed in Yuba County, we must enforce strict limitations on cultivation to protect the safety and quality of life of our rural communities.

We urge the Yuba County Board of Supervisors to adopt a marijuana cultivation ordinance similar to Sutter County's. We also strongly recommend that the ordinance address protecting water quality from the unregulated application of chemicals and pesticides used by marijuana cultivators. Yuba-Sutter Farm Bureau would like to be engaged in the development of this ordinance and we look forward to collaborating with the Board of Supervisors to protect Yuba County's rural communities and water supply.

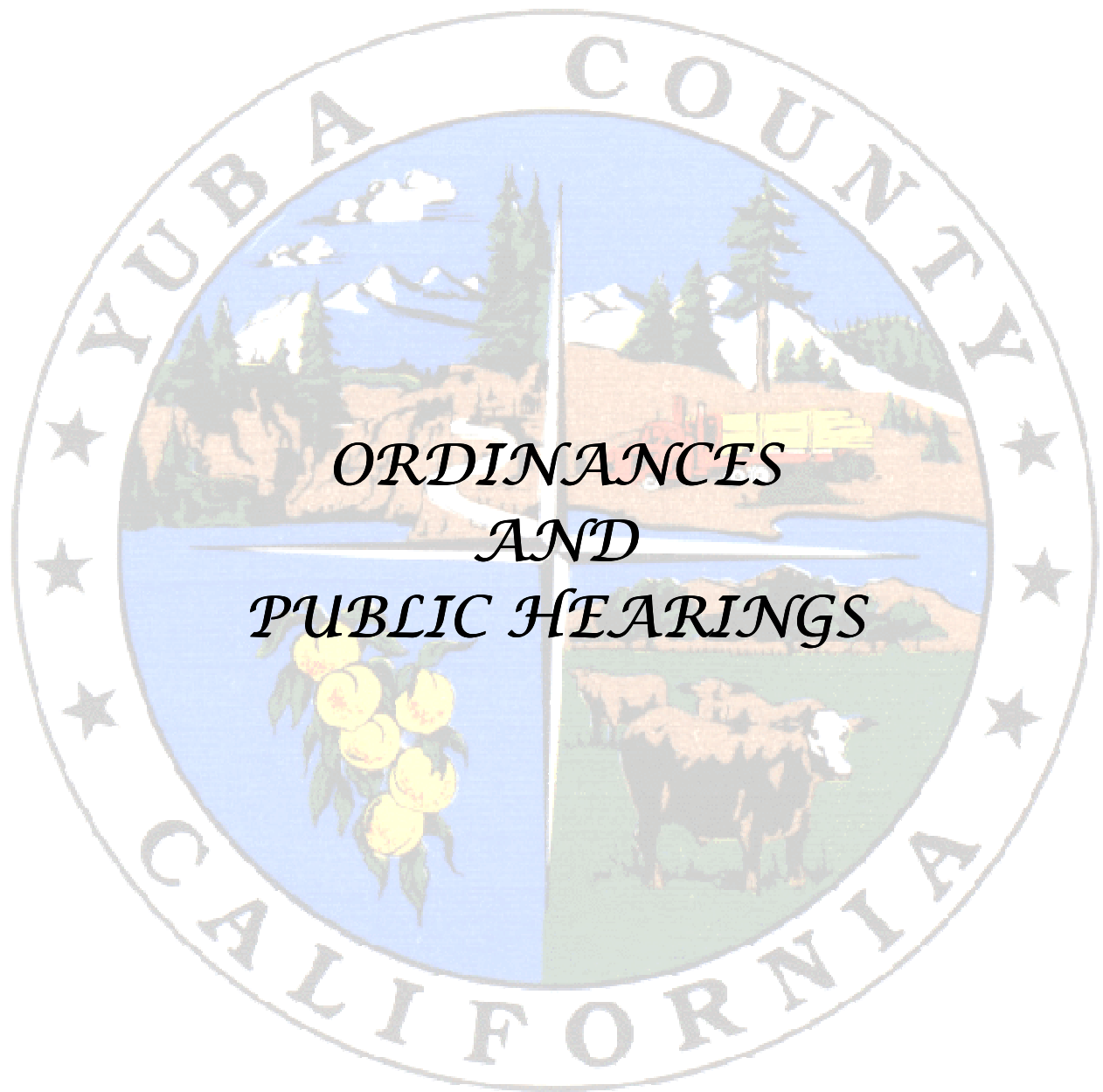
Thank you for the opportunity to comment on this matter. If you have any questions regarding Yuba-Sutter Farm Bureau's request, please do not hesitate to contact me directly. I can be reached on my cell at (530) 330-2827.

Sincerely,


Jon Munger
President

Cc: Supervisor John Nicoletti
Supervisor Mary Jane Griego
Supervisor Roger Abe
Supervisor Hal Stocker
Assemblyman Dan Logue

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*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

~~November 12, 2013~~

Dec 10



480-13

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

TO: Yuba County Board of Supervisors

FROM: Michael Lee, Director of Public Works

SUBJ: Adopt Resolution of Necessity Authorizing the Condemnation of Property for the East Linda Community Park and Approve Associated Appraisal

RECOMMENDATION:

That the Board adopt the attached Resolution of Necessity authorizing the condemnation of property for the East Linda Community Park and approve the associated appraisal.

BACKGROUND:

The East Linda Specific Plan, approved by the County in 1990, included a 40-acre community park on the south side of Hammonton-Smartsville Road, west of and adjacent to the Marysville Joint Unified School District property.

The South Yuba Drainage Master Plan proposes a 6-acre regional detention basin at the same location as the proposed community park. It is envisioned that 6 acres of the proposed park site acquisition will serve a dual purpose, as the regional detention basin.

Development in East Linda has progressed to a point, and adequate funds have been collected, wherein it is time to proceed with the acquisition of the property for the proposed park site and detention basin.

DISCUSSION:

The County hired Integra Realty Resources of Sacramento (a certified appraiser) to professionally appraise the property proposed for acquisition. The appraisal was completed in January 2013, and identified a highest and best use value of \$15,000/acre, for a total purchase price of \$600,000. A copy of the Appraisal Summary Statement is included with your agenda packet.

The owner of the property was offered the appraised value for their property in letter dated February 15, 2013. The owner indicated that was not an acceptable value and that they wished to hire their own independent appraisal. The County has provided ample time (8 months) for the owner's appraiser to provide their independent opinion of value. However, the owner's appraisal company has been unable to perform to date and we have yet to see their appraisal. The County did receive a letter from the owner's attorney, indicating the owner was looking to receive approximately \$60,000/acre for their property. We will continue to try and negotiate with the landowner, but in light of the fact that they have failed to provide us their appraisal and the letter from the owner's attorney requesting \$60,000/acre, we do not

anticipate reaching an amicable agreement. In light of this, we are recommending moving forward with the eminent domain proceedings. The first step in these proceedings is to adopt a Resolution of Necessity for acquiring the property.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this item was previously discussed with the full board.

FISCAL IMPACT:

The cost of the park land acquisition will be funded from Trust 190, East Linda Park Fees, and Trust 712, ELSP Park Land Dedication.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Name	40+/- acres on Hammonton Smartville Road
Address	SS Hammonton Smartville Rd. Yuba County (unincorporated), California 95961
Property Type	Vacant Land - Land
Owner of Record	Roberta C. Butler
Tax ID	Portion of 021-150-061
Land Area	40+/- acres within a larger 66.83 acre site
Zoning Designation	PF, Public Facility
Highest and Best Use	Speculative land use including hold for recreational use
Exposure Time; Marketing Period	12 months; 12 months
Effective Date of the Appraisal	January 18, 2013
Date of the Report	January 25, 2013
Property Interest Appraised	Fee Simple
Sales Comparison Approach	
Number of Sales	6
Range of Sale Dates	Jul 11 to Jan 13
Range of Price/Ac	\$14,969 - \$34,709
Market Value Conclusion	\$600,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Yuba County Public Works may use or rely on the information, opinions, and conclusions contained in the report. The summary shown above is for the convenience of Yuba County Public Works, and therefore it is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

EXTRAORDINARY ASSUMPTIONS & HYPOTHETICAL CONDITIONS

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. The exact final size and location of the subject portion of the site within the overall site (shown as tax parcel 021-150-061 in Yuba County records has not been determined. Therefore the value conclusion in this report is based upon the extraordinary assumption that the final subject site size and site configuration will have similar utility and size as the preliminary subject site location, within the overall site.
2. An environmental report was not provided to the appraisers. No major issues of concern were noted at the time of inspection; however, the appraisers are not qualified to detect environmentally damaging conditions. It is an extraordinary assumption of the market value that no negative environmental issues exist

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

**RESOLUTION OF NECESSITY AUTHORIZING)
THE CONDEMNATION OF PROPERTY FOR)
PARKLAND PURPOSES AS DESIGNATED)
THE 40 ACRE COMMUNITY PARK IN THE)
EAST LINDA SPECIFIC PLAN)**

RESOLUTION NO. _____

WHEREAS, the East Linda Specific Plan (ELSP) sought to remedy the lack of parks in the community of Linda at the time of the plan's adoption (adopted 1990) by strategically planning specific parks that not only were intended to satisfy the active and passive recreational needs of the community of Linda, but also to aid in the area's poor drainage infrastructure; and

WHEREAS, the ELSP included five parks with a combined total of 75.2 acres. The five parks consist of a 40-acre community park, through which the Linda Creek floodway passes, and four smaller neighborhood parks of 6.8 to 9.4 acres in size. The parkland in the ELSP was designed to meet the rate of 4.8 acres of park per 1,000 residents. As of 2013, only two neighborhood parks consisting of a total of 17.5 acres have been built out, which is well below the designed 4.8 acres of parkland per 1,000 residents in the ELSP designation, making the lack of parks serving both the active and passive recreational needs of the community of Linda a serious problem; and

WHEREAS, the 40-acre parcel (portion of APN: 021-150-061) that the Yuba County Public Works Department is seeking to acquire for parkland purposes was designated as the 40-acre community park in the ELSP. The County's acquisition and development of the planned ELSP community park would increase the total park acreage to 54.6 of the 75.2 acres called out in the specific plan and the Yuba County Parks Master Plan adopted in 2008; and

WHEREAS, the 40-acre Community Park was designed in the ELSP to also help improve the poor drainage and surface flooding in the community of Linda by providing storm water detention basins that would serve as both flood prevention as well as passive recreation. The 40-acre parcel site's importance to the drainage of the community of Linda was further emphasized in the updated South Yuba Drainage Plan (updated 2012) by the drainage plan

specifically discussing the County acquiring a portion of 40-acre parcel to develop a regional detention pond that is consistent with the detention basin called out in the ELSP; and

WHEREAS, the County of Yuba requires the designated property in order to further the goals of adequate parkland acquisition and to provide adequate drainage infrastructure and has not been able to secure the property through negotiation with the property owner(s); and

WHEREAS, pursuant to Government Code section 7267.2, offers were made to the herein identified property owner(s) and those offers have not been accepted or other barriers to the negotiations were identified; and

WHEREAS, pursuant to Government Code section 1230.020, et seq., the power of eminent domain may be exercised to acquire property that is reasonably and practicably necessary for public use; and

WHEREAS, the property to be acquired consists of the following property interests from the hereinafter described parcels:

1. OWNER
Roberta Butler
APN: a portion of (021-150-061)
TAKE: Fee, 40.71+ acres.

Said property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors, by a vote of two-thirds (consisting of 4 votes with a five member Board) of its members, finds that:

1. On October 23, 2013, notice of the County's intent to adopt the Resolution of Necessity and acquire by eminent domain the property listed in Exhibit A was sent to each person whose property is to be acquired by eminent domain and whose name and address appears as the property owner on the last equalized county assessment roll. The notice specified December 10, 2013 at 9:30 A.M. and thereafter, at the Yuba County Board of Supervisors Chambers, 915 8th Street, Marysville, CA 95901, as the date and place for the hearing to be held on this matter.

2. The hearing was held at that time and place and all interested persons were given an opportunity to be heard. Based on the evidence presented to it, the Board finds, determines and hereby declares the following:

3. The public interest and necessity requires the proposed project.

- c. To deposit the proper amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

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

AYES:

NOES:

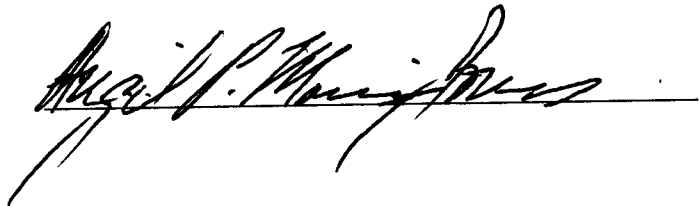
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



NOV 26 2013

November 25, 2013

Clerk/Board of Supervisors

Clerk of the Board of Supervisors
Attn: Donna Stottlemeyer
The County of Yuba
915 8th Street, Suite 109
Marysville, CA 95901

Via Facsimile & U.S. Mail

**Re: *East Linda Specific Plan Community Park - Roberta C. Butler and Rick Butler
Portion of APN 021-150-061***

Dear Ms. Stottlemeyer:

I represent Roberta C. Butler and Rick Butler in the above referenced matter.

Pursuant to California Code of Civil Procedure section 1245.235, my clients request to be heard at the December 10, 2013 hearing regarding the adoption of a Resolution of Necessity for the taking of approximately 40 acres generally located on Hammonton Smartville Road in Marysville, California, APN 021-150-061. The property is owned by the Butler Family Living Trust.

The appraisal report for the Butler property, which was the basis for Yuba County Public Works Department's February 15, 2013 Offer to Purchase Property, is invalid and cannot be the basis for adopting a Resolution of Necessity. California courts have held that "the provisions of Government Code section 7267.2 are not merely discretionary guidelines, but *mandatory* requirements which must be observed by any public entity planning to initiate eminent domain proceedings through a resolution of necessity." (*City of San Jose v. Great Oaks Water Co.* (1987) 192 Cal.App.3d 1005, 1013.)

The appraisal's deficiencies include the following:

1. Highest and Best Use of the Butler Property

The appraiser applies an improper analysis to determine the highest and best use for the subject property. California Government Code section 7267.2(b)(1) requires a public entity to include the "applicable zoning" of the subject property in the written statement supporting the County's

15th & S Building
1830 15th Street
Sacramento, California 95811-6649
Telephone: 916/443-2051
Facsimile: 916/443-2651
E-mail: bmanning@dnlc.net

Earl D. Desmond
(1895-1958)
E. Wayne Miller
(1904-1965)
Richard F. Desmond
(1923-2004)
William C. Livaich
(1950-2007)

William W. Nolan
(Of Counsel)
Gary Livaich
(Of Counsel)
Edward K. Dunn
(Of Counsel)

J. Russell Cunningham
Brian Manning
Kristen Ditlevsen
J. Luke Hendrix *
Gabriel Herrera
Lauren Manning

*Also licensed to practice in the State of Utah

offer of just compensation. Currently, the subject property is zoned R-12 Multi-family Residential and/or BP Business Professional zone. The appraisal report, however, lists the subject property's zoning designation as "PF, Public Facility" based on the tenuous assumption that the local planning department may rezone the subject property at some point in the future. (Appraisal Report, Page 18.) The appraisal's failure to adhere to these mandatory requirements is an egregious flaw in the County's appraisal process.

Additionally, the appraisal report's usage of a Park Facilities zoning designation violates California Code of Civil Procedure ("CCP") section 1263.330, which prohibits consideration of (1) the project, (2) the eminent domain proceeding for the subject property, or (3) any actions on the part of the plaintiff regarding the taking of the property in calculating the fair market value of a property. (CCP § 1263.330(a)-(c).) In determining the fair market value of a property in an eminent domain proceeding, "[t]he probability of rezoning or even an actual change in zoning which results from the fact that the project which is the basis for the taking was impending cannot be taken into account." (*City of San Diego v. Rancho Penasquitos Partnership* (2003) 105 Cal.App.4th 1013, 1028-29 (quoting *People ex rel. Dept. Pub. Wks. v. Arthofer* (1966) 245 Cal.App.2d 454, 465).)

Here, the County seeks to take the subject property as part of the East Linda Community Park Project and convert it into a public park site. The appraisal report states that "any portions currently zoned R-12 & BP would be expected to be rezoned to PF upon purchase of the park site." (Appraisal Report, page 18.) Because the appraisal report assumes that the subject property would be rezoned as a Public Facilities zone pursuant to the Project plan, the appraisal report improperly considered "the project for which the property is taken" in determining the fair market value of the subject property in violation of CCP 1263.330.

The appraisal report's analysis of highest and best use fails to comply with applicable statutes and case law and is therefore invalid.

2. Definition of Fair Market Value

The appraisal report fails to use the definition of fair market value that is stated in CCP 1263.320(a). The CCP defines fair market value as

the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for doing so, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(CCP § 1263.320(a).) Instead, the appraisal report defines “market value” according to the Code of Federal Regulations, Title 12, Chapter I, Part 34.42(g). (Appraisal Report, page 2-3.) The Federal Regulations define market value as:

the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) Buyer and seller are typically motivated; (2) Both parties are well informed or well advised, and acting in what they consider their own best interests; (3) A reasonable time is allowed for exposure in the open market; (4) Payment is made in terms of U.S. dollars or in terms of financial agreements comparable thereto; and (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(12 C.F.R. 34.42(g).) Due to the substantive differences between the CCP definition of market value and the Federal Regulations definition of market value, it cannot even be argued that the Federal Regulations definition serves as a satisfactory functional equivalent to the CCP version. Because the appraisal report relies on an impermissible, conflicting definition of fair market value, the appraisal report is invalid.

3. Severance Damages

The County seeks to take a 40 acre portion of the Butler property, which totals 66.83 acres. When a taking involves only a portion of a larger parcel, “compensation must be awarded for the injury, if any, to the remainder.” (*City of San Diego v. Neumann* (1993) 6 Cal.4th 738, 740.) CCP section 1263.420 defines damage to the remainder as being caused by “[t]he severance of the remainder from the part taken” and/or “[t]he construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken.” (CCP § 1263.240(a), (b).) Here, the County fails to include any valuation of the severance damages at issue in this taking in either its correspondence to the Butlers or in the appraisal report. As a result, both the appraisal report and the County’s offer to purchase fail to reflect a full and accurate offer of just compensation for the subject property.

* * *

November 25, 2013

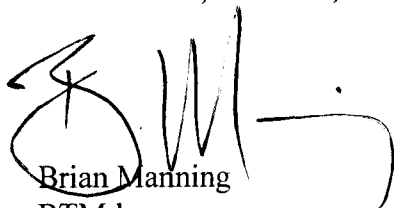
Page 2

For the foregoing reasons, the County's appraisal process and offer to purchase are invalid. The County cannot adopt the Resolution of Necessity.

If you have any questions or comments in the meantime, please feel free to contact me.

Thank you.

DESMOND, NOLAN, LIVAICH & CUNNINGHAM



Brian Manning
BTM:kms

cc: Angil P. Morris-Jones (via facsimile)
Client

The County Of Yuba

OFFICE OF THE COUNTY COUNSEL

915 8TH Street, Suite 111
Marysville, California 95901



ANGIL P. MORRIS-JONES
COUNTY COUNSEL

JOHN R. VACEK
CHIEF DEPUTY

MARC M. HARTLEY
DEPUTY

JOHN C. WHIDDEN
DEPUTY

12-10-13

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

October 23, 2013

VIA US MAIL

Roberta Butler
c/o Rick Butler
6394 Larkin Road
Live Oak, CA 95953

Re: Notice of Hearing regarding Adoption of a Resolution of Necessity
to Acquire Property by Eminent Domain
[California Code of Civil Procedure section 1245.235]

Portion of Assessor's Parcel No. 021-150-061

Dear Mrs. Butler:

1. Notice of Intent by the Board of Supervisors of the County of Yuba ("Yuba County") to Adopt a Resolution of Necessity. The Board of Supervisors intends to consider the adoption of a Resolution of Necessity on December 10, 2013 that, if adopted, will authorize the County of Yuba to acquire property described herein by eminent domain for parkland purposes as designated as the 40-acre community park in the East Linda Specific Plan (the "Project").

A description of your property being considered for acquisition is attached to this Notice and marked as Exhibit A; a map depicting the property is attached as Exhibit B. Your name appears on the last equalized Yuba County assessment roll and also as an owner in our preliminary title report for the property.

2. Notice of Your Right to Appear and Be Heard. Please take notice that the Board of Supervisors of Yuba County, at a regular meeting to be held on December 10, 2013 at 9:30 a.m., in the chambers of the Yuba County Board of Supervisors, located at 915 Eighth Street, Marysville, California, will hold a hearing on whether such a Resolution

of Necessity should be adopted, as required by California Code of Civil Procedure section 1245.220, for the commencement of an eminent domain proceeding to acquire real property.

You have a right to appear and be heard before the Board of Supervisors at the above scheduled hearing on the following matters and issues, and to have the Board of Supervisors give judicious consideration to your testimony prior to deciding whether or not to adopt the proposed Resolution of Necessity:

- a. Whether the public interest and necessity require the proposed project;
- b. Whether the proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- c. Whether the property sought to be acquired by eminent domain is necessary for the proposed project;
- d. Whether the offer required by Government Code section 7267.2, together with the accompanying statement and summary of the basis for the amount established as just compensation, was made to you and whether the offer and statement/summary were in a form and contained all of the factual information required by Government Code section 7267.2;
- e. Whether Yuba County has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described herein; and
- f. Whether Yuba County has statutory authority to acquire the property by eminent domain.

Yuba County is authorized to acquire the property by eminent domain in accordance with the California constitution and the California Eminent Domain Law, Code of Civil Procedure sections 1230.010 et seq., and pursuant to Government Code section 25350.5.

3 Written Request to Be Heard. If you desire to be heard, please be advised that you must file a written request with the Clerk of the Board of Supervisors on or before November 25, 2013. If you elect not to appear and be heard, your failure to appear will be a waiver of your right to later challenge the right of Yuba County to take the property by eminent domain. You must file your request to be heard at **915 8th Street, Suite 109, Marysville, CA 95901, Attention: Donna Stottlemeyer.**

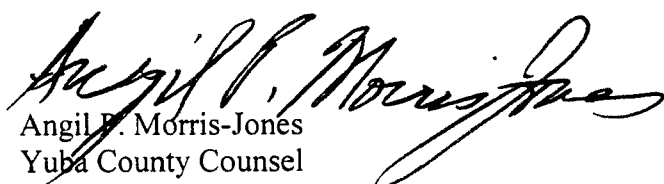
If you elect not to appear and be heard in regard to compensation, your nonappearance will not be a waiver of your right to claim greater compensation in a court of law. The amount to be paid for the property will not be considered by the Board of Supervisors at this hearing.

This Notice is not intended to foreclose future negotiations between you and the

representatives of Yuba County on the amount of compensation to be paid for your property.

If you have any questions about this matter, you may contact Kevin Perkins, of the Community Development & Services Agency at (530) 749-5470, or John Vacek, Chief Deputy County Counsel, at (530) 749-7565.

Very truly yours,


Angil F. Morris-Jones
Yuba County Counsel

Enclosures

cc

Donna Stottlemeyer, Board Clerk
Michael Lee, Director of Public Works

EXHIBIT "A"

All that real property situate in the County of Yuba, State of California lying within the West half of the Southwest quarter of Section 21, Township 15 North, Range 4 East, M.D.B.&M., being a portion of that certain real property described in deed to Roberta Butler, by Corporation Grant Deed recorded July 20, 1990, in the Office of the Yuba County Recorder, at document number 1990R-008106, also being a portion of Lot D on that certain Record of Survey filed in Book 53 of Maps at page 13 (53Maps13), in the Office of the Yuba County Recorder, more particularly described as follows:

Lot D as shown on that certain Record of Survey filed in Book 53 of Maps at page 13, in the Office of the Yuba County Recorder.

Excepting therefrom that portion described in the Final Order of Condemnation recorded June 6, 2011 at document number 2011R-007046 and shown on Record of Survey 2011-09 filed May 18, 2001 in Book 93 of Maps at page 43 in the office of the Yuba County Recorder.

Also excepting therefrom that portion shown as "Hammonton Road" on that certain Record of Survey filed November 24, 1971 in Book 11 of Maps at page 22 in the office of the Yuba County Recorder.

Also excepting therefrom that portion being Linda Avenue right of way described in Individual Grant Deed recorded April 25, 1972 in Book 533 of Official Records at page 541.

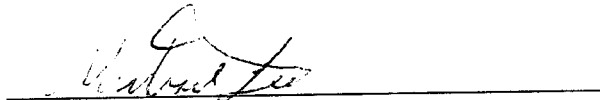
Also excepting therefrom that portion lying South and East of the following described line; Beginning at point on the East line of said Lot D, also being the West line of Lot A as shown on said 53Maps13, distant thereon South 00° 40' 18" East a distance of 257.10 feet from the Northwest corner of said Lot A, also being the beginning of a 470.00 foot radius curve to the left, concave westerly; thence, leaving the East line of said Lot D, South 88° 24' 51" West a distance of 897.79 feet; thence, South 36° 59' 17" West a distance of 366.80 feet; thence, South 12° 12' 52" West a distance of 103.46 feet; thence, South 13° 36' 33" east a distance of 223.37 feet; thence, South 08° 35' 28" East a distance of 111.91 feet; thence, South 00° 18' 01" East a distance of 130.59 feet, more or less, to a point on the northeasterly right of way line of Linda Avenue as described in Book 533 of Official Records at page

541, the bearings of which have been rotated counter-clockwise $00^{\circ} 22' 39''$ to conform to that certain Record of Survey filed in Book 11 of Maps at page 22 in the office of the Yuba County Recorder; thence, along said Linda Avenue right of way line the following 5 courses; 1) South $52^{\circ} 50' 15''$ East a distance of 16.77 feet to the beginning of a curve to the right, with a radius of 210.00, concave southwesterly, the chord of which bears South $27^{\circ} 28' 57''$ East with a length of 179.85 feet; 2) easterly and southerly along the arc of said curve through a central angle of $50^{\circ} 42' 36''$ a distance of 185.86 feet; 3) South $02^{\circ} 07' 39''$ East a distance of 9.75 feet (deed calls 9.69 feet) to the beginning of a curve to the left, with a radius of 20.00, concave northeasterly, the chord of which bears South $47^{\circ} 07' 39''$ East with a length of 28.28 feet; 4) southerly and easterly along the arc of said curve through a central angle of $90^{\circ} 00' 00''$ a distance of 31.42 feet; 5) South $02^{\circ} 07' 39''$ East a distance of 5.00 feet to the northerly right of way line of North Beale Road, and there terminating.

Containing 40.71 acres, more or less.

Bearings hereon are based on said Record of Survey filed in Book 11 of Maps at page 22.

Dated: October 1, 2013

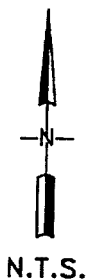
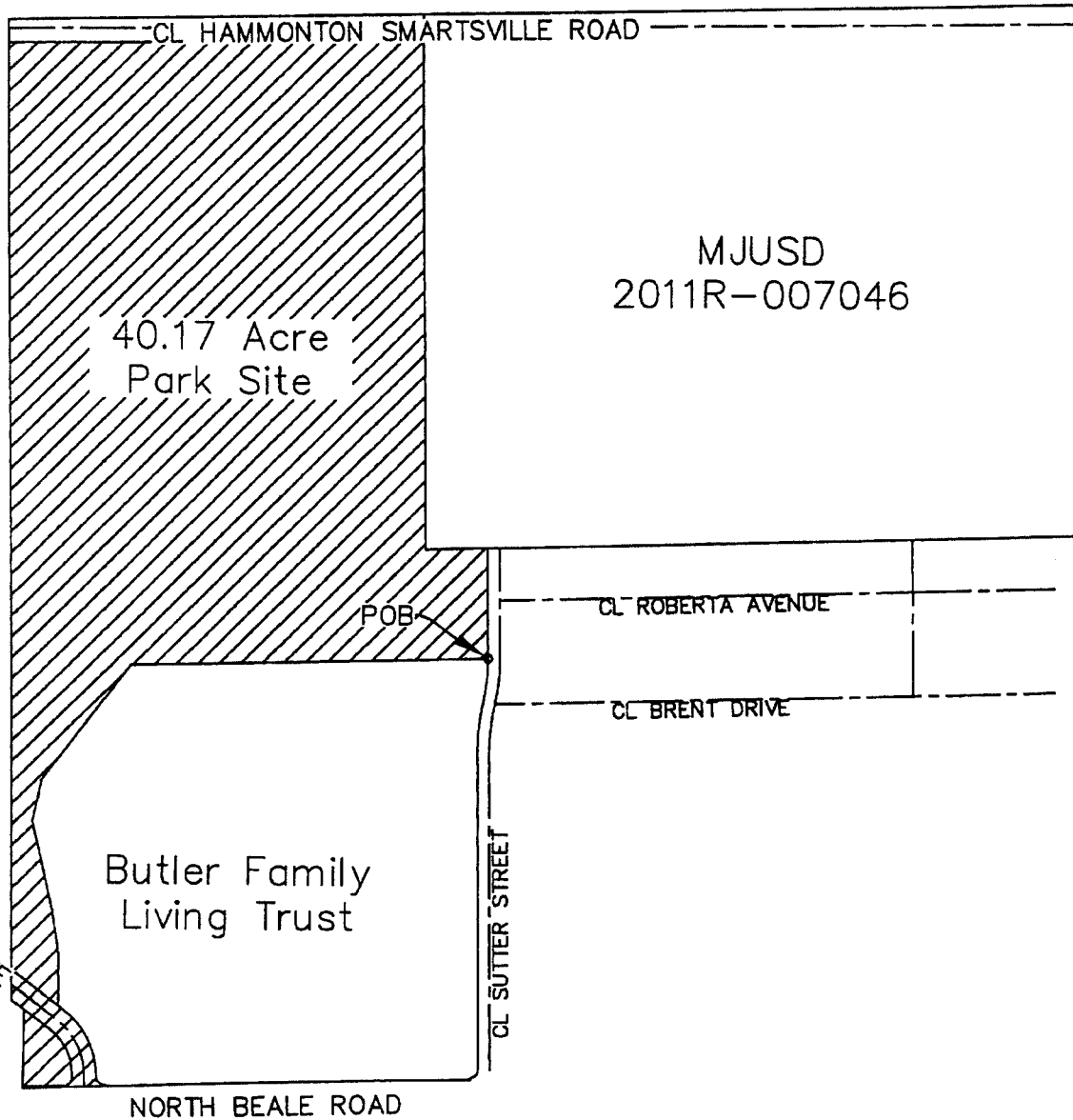


Michael G. Lee, PLS 7853

County Surveyor – County of Yuba



Portion of APN 021-150-061



YUBA COUNTY PUBLIC WORKS DEPT.

EXHIBIT PLAT
40.17 Acre East Linda Park Site
Lands of the Butler Family Living Trust
Portion of Lot "D" as shown on 53 Maps 13
Portion of the SW $\frac{1}{4}$ of Sec 21 T15N, R4E, M.D.B.&M.

DRAWN BY: J.O.

DATE: 10-16-2013

PAGE 1 OF 1

EXHIBIT "B"



COUNTY
DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5436 • Fax – (530) 749-5434
915 8th Street, Suite 125
Marysville, California 95901
www.co.yuba.ca.us



BUILDING 479-13
749-5440 • Fax7

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

TO: Yuba County Board of Supervisors and Planning Commission

FROM: Wendy W. Hartman, Director of Planning *W.H.*

DATE: December 10, 2013

SUBJECT: Presentation On The Development Code Update (OA2011-0001)

RECOMMENDATION

1. Receive presentation on the status of the Development Code update
2. Provide comments regarding proposed Zone Districts and Use Classifications
3. Provide direction to County staff on stakeholder groups

BACKGROUND

The Yuba County Community Development & Services Agency applied for and was awarded a grant from the California Strategic Growth Council for the preparation of a comprehensive Development Code update and Resource Efficiency Plan. On June 7, 2011, the Yuba County Board of Supervisors adopted the 2030 General Plan. The General Plan included several action items to implement the goals and policies of the 2030 General Plan. This grant and related projects will implement several of the goals and policies of the 2030 General Plan.

The purpose of this presentation is to inform the Board of Supervisors on the progress that has been made to date on the drafting of the Development Code and to seek direction from the Board regarding meetings with stakeholder groups on specific components of the Development Code.

DISCUSSION

Below is a brief summary of public outreach that has occurred to date along with components of the update that have been reviewed by the Planning Commission and the Resource Development Code Advisory Committee.

Public Workshops/Informational Meetings:

Similar to the General Plan update, the Planning Department has created a website dedicated to the Development Code update. The website includes notices of all meetings, public workshops, and hearings as well as any documents that are available for public review. The site also allows users to sign-up for email notifications.

The following workshops and informational meetings have been held:

- October 18, 2011: Kick-off Workshop
- January 30, 2012: Stakeholder Interviews

- April 23, 2012: Zoning 101 Workshop
- June 12, 2013: Zoning 101 Workshop
- June 26, 2013: Dissecting the County's Zoning Ordinance Workshop

In addition, all Advisory Committee, Planning Commission, and Board meetings related to the Development Code update are open to the public. The Agendas and staff reports are posted on the County's bulletin boards and website. Workshops and public hearings are also noticed in the newspaper and through other media sources. Additional public workshops and informational meetings will be held to receive comments on the draft Development Code and updated Zoning Map.

Advisory Committee & Planning Commission:

As part of the Development Code update a Resource Development Code Advisory Committee was established. The Committee is made up of two (2) Planning Commissioners and five members of the public (one from each Supervisory District). The Planning Commission and Advisory Committee have been appointed by the Board of Supervisors to act as a sounding board to respond and comment upon information brought to them by County staff and project consultants (Project Team). The Planning Commission and Advisory Committee will not be asked to offer final direction on any key policy matters as this is the role of the Board of Supervisors. The Planning Commission and Advisory Committee members will, through their comments and suggestions, assist the preparers of the Development Code (Project Team) to formulate recommendations to the Board of Supervisors.

The Advisory Committee and Planning Commission have reviewed the proposed zoning districts and the purpose and intent of each zone district as well as the proposed use classifications. Below is a summary of each of these sections along with questions to considering when reviewing these sections.

Zoning District Designations

In the 2030 General Plan, the County reduced the number of land use designations from 16 categories to 8 categories: Valley Neighborhood, Commercial Mixed Use, Employment, Employment Village, Public, Rural Community, Natural Resources, and Planning Reserve. The Zoning District Designations need to correspond with the goals and policies of the 2030 General Plan land use designations.

In some instances no changes are proposed to existing zoning designations such as Exclusive Agriculture (AE), in other instances, staff is proposing to rename the district or create a new district to meet the objectives of the 2030 General Plan. The new zone districts being proposed will assist in implementing various goals and policies of the 2030 General Plan. For example, the 2030 General Plan has several policies related to providing mechanisms to allow for support services and uses that are necessary and/or complimentary to the long term sustainability of our agricultural lands and operations. For this reason the Agricultural Industrial (AI) zone is being proposed. Currently most agricultural processing and support services in the Exclusive Agricultural and Agricultural/Rural Residential zones require approval of a Conditional Use Permit or may not be allowed at all. The AI zone will allow for some of these types of uses to occur "by right" and therefore will only require building permits and other ministerial clearances. The AI zone district will not only provide a location for necessary support services to our agricultural operations but will help preserve our most productive and valuable agricultural lands for crop production.

There are 27 proposed zone districts which have been organized into the following groups: Agricultural Districts, Natural Resource Districts, Residential Districts, Commercial & Employment Districts, Industrial Districts, and Overlay & Special Use Districts. The general purpose and intent of each of these broad classifications is provided and is followed by the purpose and intent of each of the zone districts within that category. There are several zone districts being carried over from our current zoning ordinance (i.e. Exclusive Agriculture, Agriculture/Rural Residential, Public Facilities, etc...). In these instances the purpose and intent

statements from the current zoning ordinance have been updated to better reflect the goals and policies of the 2030 General Plan.

The Planning Commission and Advisory Committee requested one minor change to the proposed zone districts: the TP zone was changed from “Timber Preservation” to “Timber Production” zone.

Staff is requesting the Board to consider the following questions when reviewing the Draft Proposed Zoning District Designations:

- ***Do the zoning district designations make sense?***
- ***Should additional zoning district designations be considered?***

The purpose and applicability of each zone district was discussed by the Planning Commission and Advisory Committee on November 20, 2013. Staff received the following recommendations regarding the purpose and intent statements:

- The Zoning Correspondence Table should be reorganized to match the order that the zone districts are discussed in the Purpose & Applicability Statement document.
- The Timber Production Zone should also include a purpose statement to allow for ancillary uses that are compatible with timber production and preservation.

In reviewing the attached Draft Zone Districts Purpose and Applicability document, please think about:

- ***Are the purpose and intent statements clear and easy to understand?***
- ***Do the purpose and intent statements adequately describe the zone district?***
- ***If not what specifically would you change?***
- ***Are there any key policy statements in the General Plan that you believe have been overlooked?***

Proposed Use Classifications:

The primary objectives of the use classification system are to categorize similar uses together, utilize a consistent naming protocol, and establish a hierarchy of uses. Currently, the zoning ordinance utilizes extensive lists of permitted and conditionally permitted uses. In many uses the same term is not used consistently between zoning districts. For example in one district, the Zoning Ordinance may list “animal hospital” and in another “veterinary office” this leads to confusion on whether they are the same use or different uses. In addition, most of the use classifications are not defined.

Most of the Planning Commission and Advisory Committee’s comments pertained to providing additional clarification and correcting any technical/grammatical errors. Corrections have been made to the draft and are attached for your review.

When reviewing the Draft Proposed Use Classifications please consider the following:

- ***Do the categories make sense?***
- ***Are any of the classification categories too broad? Should there be additional sub-categories?***
- ***Are there any uses that have not been included? Will the use fit into an existing classification or require a new use category?***
- ***Are there uses identified that you don’t believe should be allowed anywhere in the County?***

Please keep in mind that this section is about uses. There will be a glossary/definition section of the code that will define terminology.

Stakeholder Groups:

In addition to public workshops and meetings with the Planning Commission and Advisory Committee it may also be beneficial to receive input on specific topics from stakeholder groups that hold a higher level of knowledge or experience with certain industries or other aspects of the County and/or land development issues. With that in mind, staff is proposing to meet with representatives from the following organizations to receive input on the proposed zone districts and use classifications:

- Yuba County Economic Development Committee: focus will be on commercial, office, and industrial use classifications and related zone districts;
- Farm Bureau and Agricultural Commissioner: focus will be on the agricultural and agricultural industrial use classifications and zone districts;
- North Yuba Grown & UC Cooperative Extension (Christopher Greer & Glen Nader): focus will be on agritourism related use classifications.

Please provide direction on whether meetings should be held with these specific stakeholder groups and if there are other groups you would like staff to meet with.

COMMITTEE ACTION:

This information has been presented to the Resource Development Code Advisory Committee and Planning Commission. Their comments have been incorporated into the draft documents included in Attachments 1 through 3.

FISCAL IMPACT:

The Development Code Update is primarily being funded by a Strategic Growth Council Prop 40 grant and development fees. General Fund allocations for the cash match requirements were already included in the Planning Department budget. No additional General Fund allocations are anticipated at this time.

ATTACHMENTS:

1. Draft Zoning Districts Correspondence Table
2. Draft Zone Districts Purpose and Applicability
3. Draft Use Classifications

ZONING DISTRICT CORRESPONDENCE TABLE					
PROPOSED ZONING DISTRICT		GENERAL PLAN LAND USE DESIGNATION(S)		EXISTING ZONING DISTRICT	
Agricultural Districts					
AE	Exclusive Agricultural	NR	Natural Resources	AE	Exclusive Agriculture
AI	Agricultural Industrial	NR	Natural Resources	--	--
AR	Agricultural/Rural Residential	NR	Natural Resources,	A/RR	Agriculture/Rural Residential
Other Natural Resource Districts					
EX	Extractive	NR	Natural Resource	M-2	Extractive Industrial
FP	Flood Plain ¹	NR	Natural Resource	FP-1	Floodplain
RP	Resource Preservation	NR	Natural Resource	RPZ/RZ	Resource Preserve & Recreation Zone
TP	Timber Production	NR	Natural Resource	TPZ	Timberland and Preserve
Residential Districts					
RR	Rural Residential	RC	Rural Community	A/RR	Agriculture/Rural Residential
RE	Residential Estate	--	County Wide	RRE	Rural Residential Estate
RS	Single Family Residential	VN	Valley Neighborhood	R-1	Single Family Residential
RM	Medium Density Residential	VN	Valley Neighborhood	R-2	Medium Density Residential
RH	High Density Residential	VN	Valley Neighborhood	R-3	High Density Residential
Employment: Commercial and Mixed-Use Districts					
RC	Rural Commercial	RC	Rural Community	RC	Rural Commercial
GC	General Commercial	CMX/VN	Commercial Mixed Use & Valley Neighborhood	C	General Commercial
CMX	Commercial Mixed-Use	CMX/VN	Commercial Mixed Use & Valley Neighborhood	--	--
NMX	Neighborhood Mixed-Use	VN	Valley Neighborhood	NC	Neighborhood Commercial
DC	Downtown Core	VN	Valley Neighborhood	--	--
EC	Employment Center	EMP/EV	Employment & Employment Village	--	--
Employment: Industrial Districts					
IC	Industrial Commercial	EMP	Employment	IC	Industrial Commercial
IG	General Industrial	EMP/EV	Employment & Employment Village	M-1	General Industrial
IL	Light Industrial	EMP/EV	Employment & Employment Village	M-3	Light Industrial
Special Purpose Districts					
PF	Public Facilities ²	PQP --	Public/Quasi-Public County Wide	PF	Public Facilities
SP/CP	Specific Plan/Community Plan	--	County Wide	SP-1	Specific Plan
SE	Sports and Entertainment	EMP	Employment	SE	Sports and Entertainment
Overlay Districts					
AP	Airport Environs	--	County Wide	AP/BAFB /BAPZ	Yuba County Airport, Beale Air Force Base Brownsville Airport
FP	Floodplain ¹	--	County Wide	FP-1	Floodplain
PR	Planning Reserve	VN	Valley Neighborhood	PR	Planning Reserve
PUD	Planned Unit Development	--	County Wide	PUD	Planned Unit Development

1. Predominantly located in areas designated as Natural Resources in the 2030 General Plan. May also occur in other portions of the County. This designation may be utilized as a base zone district as well as an overlay zone district.
2. Major Public Facilities such as Beale Air Force Base and Yuba College are designated as Public/Quasi-Public in the 2030 General Plan. Other types of public facilities such as but not limited to emergency service facilities, schools, and libraries maybe located throughout the County.

YUBA COUNTY DEVELOPMENT CODE UPDATE

DRAFT ZONE DISTRICTS PURPOSE AND APPLICABILITY

AGRICULTURAL DISTRICTS

- A. Agriculture represents the single most important economic activity and most prevalent land use in Yuba County. Agriculture directly contributes to the local economy through job development, production, and exports.
- B. Agricultural zoning strives to preserve productive agricultural land and the character and quality of the rural environment by scaling roads and other public facilities to meet rural needs.
- C. Agricultural zoning districts and standards can prevent the fragmentation of farms, prevent land-use conflicts, and protect agricultural producers from nonfarm intrusion into agricultural areas. Further, they can provide a mechanism to allow for support services and uses that are necessary and/or complimentary to the long term sustainability of agricultural operations.

Exclusive Agricultural (AE). The purpose of the AE zone is to:

- 1. Eliminate the encroachment of land uses that are incompatible with the long term agricultural use of land.
- 2. Preserve agricultural land in order to conserve the County's economic resources that are vital for a healthy agricultural economy within the County.
- 3. Create standards for the AE zone that maintain the vitality of the agricultural sector by retaining parcel sizes necessary to sustain viable agricultural operations, protecting agricultural practices and activities by minimizing land-use conflicts, and protecting agricultural resources by regulating land uses and development intensities in agricultural areas.
- 4. Prevent the unnecessary conversion of agricultural land to urban or other uses.

Agricultural Industrial (AI). The purpose of the AI zone is to:

- 1. Protect, maintain, promote, and enhance agriculture as a viable, long-term economic sector by accommodating agricultural uses or compatible industrial uses that directly support agricultural activities within the County.
- 2. Create standards intended to allow most agricultural uses allowed in the AE zone while also encouraging new compatible support industries and operations, and to protect agricultural and other neighboring land uses by minimizing conflicts.

Agricultural/Rural Residential (AR). The purpose of the A/RR zone is to:

- 1. Recognize parcels located within the Natural Resources General Plan designation that have previously been subdivided into parcels less than 20 acres in size that are predominantly utilized for very low density rural residential uses and small agricultural operations.
- 2. Prevent further encroachment of residential and other incompatible uses into agricultural and natural resource areas.
- 3. Serve as a transition between agricultural and natural resource lands and rural residential or urban development.

OTHER NATURAL RESOURCE DISTRICTS

- A. The primary purpose of natural resource zone districts is to designate areas suitable for natural resource uses, to prevent the encroachment of incompatible uses into natural resource lands, and to prevent the premature conversion of such lands to non-resource uses. Natural resource uses include, but are not limited to: natural habitat, watersheds, scenic resources, cultural resources, recreational amenities, agricultural lands, forest resources, wetlands, woodlands, and minerals.
- B. The standards are intended to define and conserve selected natural resources by minimizing adverse impacts to them, thereby protecting the rights of the residents of Yuba County to sustainable use; enjoyment; extraction; and the natural, scenic, historic and aesthetic values of the environment, as set forth in the General Plan.

Extractive (EX). The purpose of the EX zone is to:

1. Establish appropriate locations for the extraction, processing and distribution of minerals occurring naturally such as sand, gravel, ores and precious metals, and under certain permitted conditions blending said natural materials with imported materials.
2. Provide for public awareness of the potential for surface mining to occur and reduce potential impacts from non-compatible uses.
3. Provide a mechanism to allow for support services and uses that are necessary and/or complimentary to the long term sustainability of mining operations.

Flood Plain (FP). The purpose of the FP zone is to:

1. Promote and protect the public health, safety, and general welfare by providing a definite plan of development for the County and to guide, control and regulate growth in areas subject to flooding.

Resource Preservation (RP). The purpose of the RP zone is to:

1. Preserve land containing natural or potential parkland for passive recreational activities and nonstructural uses.
2. Identify lake recreation areas and to provide for use of these areas for active public recreation purposes.
3. Preserve lands whose natural resources are of significant long range social, economic and environmental importance.
4. Preserve open space and identify high quality plant areas, critical wildlife habitat, and critical watershed lands in the County.
5. Preserve lands from residential development.

Timber Production (TP). The purpose of the TP zone is to:

1. Preserve valuable timber resources within the County and to protect both the economic and environmental value of these lands.
2. Create standards that support the growing and harvesting of timber, pulp woods, and other forestry products for commercial purposes.
3. Implement the California Timberland Productivity Act of 1982.

4. Provide a mechanism to allow for support services and uses that are necessary and/or complimentary to the long term sustainability of timber operations.

RESIDENTIAL DISTRICTS

- A. The purpose of the residential districts is to promote healthful and convenient distribution of the County's population with sufficient densities to maintain a high standard of physical design and community service.
- B. The residential districts, as a group, are intended to provide for a variety of dwelling types and densities and to offer housing choices at various economic levels. The intent is to further establish various densities of residential developments in order to efficiently and effectively provide for necessary public services and facilities.
- C. To provide appropriate space for those educational, religious, recreational, health, and similar facilities that serve the needs of the nearby residents and do not create objectionable impacts.
- D. To promote stability of residential development so as to protect the character of a district and the suitability of particular uses; to conserve the values of land and buildings; and to protect the County's tax revenues.
- E. To provide for state authorized family care homes, foster homes, group homes, and transitional/supportive housing as a residential use of property.

Rural Residential (RR). The purpose of the RR zone is to:

1. Allow for the appropriate development of large-lot single family homes and related uses in the rural community areas of the County.
2. Create standards to preserve and protect the character of existing rural residential areas and ensure that future rural residential development is compatible with the surrounding community and adjacent Natural Resources designated lands.

Residential Estate (RE). The purpose of the RE zone is to:

1. Provide very low density residential development in order to preserve the rural character and amenities of rural communities as well as to allow for larger lots within valley neighborhoods that would be conducive to the development of custom and semi-custom homes.
2. Recognize parcels located within the Natural Resources General Plan designation that have previously been subdivided into parcels less than five (5) acres in size that are predominantly utilized for very low density rural residential uses.
3. Create standards that may allow limited numbers of horses and other livestock to be kept for noncommercial purposes.

Single Family Residential (RS). The purpose of the RS zone is to:

1. Allow for a mixture of housing types in a low density setting where public water and sewage facilities are available. The predominant housing type consisting of single-unit dwellings.

2. Provide space for community facilities and neighborhood services needed to complement residential areas and for institutions which require a residential environment.
3. Minimize traffic congestion and avoid an overload of utilities designed to service only low density residential use.

Medium Density Residential (RM). The purpose of the RM is to:

1. Allow for a diversity of housing types in a medium density setting where public water and sewage facilities are available.
2. Provide space for community facilities and neighborhood services needed to complement residential areas and for institutions which require a residential environment.

High Density Residential RH). The purpose of the RH zone is to:

1. Allow for a mixture of housing types in a high density setting.
2. Ensure adequate light, air privacy, and open space for each dwelling unit.
3. Provide space for community facilities and neighborhood services needed to complement residential areas and for institutions which require a residential environment.

EMPLOYMENT: COMMERCIAL & MIXED-USE DISTRICTS

- A. The purpose of commercial and employment districts is to provide sufficient and convenient locations throughout the County for a full range of commercial uses, serving the needs of local areas, the larger community, and regional users and visitors.
- B. Strengthen the County's economic base, and provide employment opportunities close to home for residents of the County and surrounding communities.
- C. Create suitable environments for various types of commercial uses and protect them from the adverse effects of inharmonious uses.
- D. Ensure that the appearance and effects of commercial buildings and uses are harmonious with the character of the area in which they are located.
- E. Provide opportunities for appropriate residential development on the site of commercial development or on separate sites in certain commercial districts.
- F. Ensure the provision of adequate off-street parking and loading facilities.
- G. Provide sites for public and semi-public uses needed to complement commercial development or be compatible with a commercial environment.

Rural Commercial (RC). The purpose of the RC zone is to:

1. Provide for the location of commercial uses within a limited and appropriate area of a rural community.
2. Enhance rural community identity.
3. Create standards that increase rural residents' access to retail products and services and reduce the need for residents of remote communities to drive long distances to meet basic needs.

General Commercial (GC). The purpose of the GC zone is to:

1. Strengthen the economic base of the County and to protect the County's tax revenues.

2. Allow for full range of commercial uses including businesses not permitted in the CMX or EC districts because they have certain adverse impacts not conducive of a campus or mixed use commercial environment due to potential noise generation or outdoor operations.
3. Provide the opportunity for light manufacturing uses that have impacts comparable to those of permitted retail and service uses to occupy space not in demand for retailing or services.

Commercial Mixed Use (CMX). The purpose of the CMX zone is to:

1. Allow for a full range of retail, service, and office uses to serve residents, workers and visitors within convenient locations throughout the county.
2. Allow for a mixture of high density residential and commercial land uses located close to one another, either within a single building, on the same parcel, or on adjacent parcels.
3. Include development standards to reduce reliance on the automobile within the project and to create pedestrian-oriented environments.

Neighborhood Mixed Use (NMX). The purpose of the NMX zone is to:

1. Develop neighborhoods that meet all of the daily needs of the residents in their community. Through “neighborhood centers,” where each community can find naturally convenient locations to provide for activities and needs that create focal points for community interaction.
2. Provide areas for small localized retail, eateries, office, and service businesses serving the immediate surrounding area.
3. Allow for a mixture of residential uses and neighborhood services on a single parcel.
4. Protect surrounding residential properties against congestion and inappropriate land use by locating neighborhood centers at or near intersections with at least one well-traveled roadway.
5. Create standards that reduce the need to drive by providing everyday goods and services close to where people live and work, and by allowing for centers of neighborhood activity that support small, locally-owned businesses.

Downtown Core (DC). The purpose of the DC zone is to:

1. Foster economic investment by encouraging development that is consistent with the desired goal of a “small-town downtown commercial district” feel by focusing regulatory efforts more heavily on building design and orientation.
2. Provide development standards that will create an inviting pedestrian environment and incorporate “park-once” strategies.
3. Focus development on commercial and mixed use projects where residential uses are predominantly included only as an ancillary use, such as ground floor commercial and upper floor or rear of lot residential.
4. Locate high density residential projects in appropriate locations.

Employment Center (EC). The purpose of the EC zone is to:

1. Encourage the attraction of a variety of uses including all office types, highly specialized and technological industries, research and experimental institutions, support facilities,

business services, and support oriented hotels, retail and multi-family residential uses in a campus style environment.

2. Develop performance standards to discourage offensive odors, noise, fumes, smoke, gases, dust, vibrations and other similar objectionable development impacts.
3. Include development standards to reduce reliance on the automobile within the project and to create pedestrian-oriented environments.

EMPLOYMENT: INDUSTRIAL DISTRICTS

- A. The purpose of industrial districts is to provide for the development of varied industrial uses that would supply needed employment opportunities for the County.
- B. Industrial development has inherent characteristics that require special attention and protection. Consideration must be given to industrial needs for adequate site locations with regard to: terrain, parcel size, availability of water and sewer systems, transportation, and compatibility with surrounding development.

Industrial Commercial (IC). The purpose of the IC zone is to:

1. Intended to be applied to property designated as industrial/commercial pursuant to the Yuba County Raceway (Measure R), which can be used for, or proposed to be used for, a mix of light industrial and commercial uses which are compatible with the raceway and other uses to be developed in the sports/entertainment zone.

General Industrial (IG). The purpose of the IG zone is to:

1. Reserve appropriately located areas for industrial plants and related activities; including operations that necessitate the storage of large volumes of hazardous or unsightly materials, or which produce dust, smoke, fumes, odors, or noise at levels that would affect surrounding uses.
2. Protect areas appropriate for industrial use from intrusion by residential dwellings and other conflicting uses.
3. Limited amounts of ancillary retail areas are permitted for the sale and or display of products manufactured on-site.

Light Industrial (IL). The purpose of the IL zone is to:

1. Provide for compatible land uses in areas of close proximity to residential areas and less intense commercial areas.
2. Allow for light industrial and service commercial uses with limited potential to create noise, odor, vibration, or other similar impacts to adjacent uses and surrounding areas. Uses may include ancillary retail areas for the sale of products manufactured on-site.
3. Allow opportunity for other types of industrial uses by providing discretionary and conditional approval of proposed industrial land uses where impacts to adjacent uses can be mitigated.
4. Provide opportunities for industrial projects in a campus like environment where limited amounts of retail, services, restaurants and public/ quasi-public uses are permitted to serve on-site employees.

SPECIAL PURPOSE DISTRICTS

- A. Special purpose zoning districts are established to accommodate unique uses or development types or to address special development conditions.
- B. Special purpose zoning districts are base zoning districts intended for a very specific application such as but not limited to public facilities.

Public Facilities (PF). The purpose of the PF zone is to:

- 1. Provide for the location of properties which are used for, or are proposed to be used for public purposes or for specified public utility purposes.
- 2. Allow for quasi-public facilities that serve County residents and visitors and enhance the quality of life within the county.

Plan Area: Specific Plan (SP) or Community Plan (CP). The purpose of the SP and CP zone is to:

- 1. Identify the opportunity to create specific plans and/or community plans within the County, along with the requirements and process for review and action.
- 2. As provided in this title, specific plans and community plans function as unique base zoning district(s) for purposes of master planning areas of the County due to unique conditions, issues, goals, needs, or other factors.
- 3. Any future specific plans or community plans shall be consistent with the County's General Plan and relevant state law.

Sports and Entertainment (SE). The purpose of the SE zone is to:

- 1. Regulate the allowable uses of the property designated as sports/entertainment pursuant to Measure R (Yuba County Raceway).
- 2. Provide for the development of a sports and entertainment district.
- 3. The development of ancillary and supportive uses that will enhance the function and sustainability of the primary entertainment venues and facilities may be permitted.

OVERLAY DISTRICTS

- A. Overlay districts work in combination with base zoning districts to impose additional requirements and standards on specific property or to modify the standards associated with the base zoning district.
- B. The additional standards only apply within the limits of the overlay district.

Airport Environs (AP). The purpose of the AP overlay zone is to:

- 1. Preserve and protect Yuba County's airports by allowing land uses and activities that are typically associated with airport operations, and preventing the encroachment of incompatible uses.
- 2. Create standards that support aeronautics-related businesses and services that benefit from or require proximity to an airport.
- 3. Implement the authority conferred by the Airport Approaches Zoning Law, to regulate the use of the air space for the purpose of promoting the health, safety and general welfare of the inhabitants of the County of Yuba by protecting Yuba County Airport, Brownsville Airport and Beale Air Force Base from non-compatible land uses and

providing for the orderly growth of the area surrounding these airports, safeguarding the general welfare of the inhabitants within the vicinity of the airports and the public in general by protecting the public from the adverse effects of aircraft noise and reducing the number of people exposed to airport-related hazards, and ensuring that no structures affect navigable airspace.

Planning Reserve (PR). The purpose of the PR overlay zone is to:

1. Reserve land within the County to meet the future needs for urban development, consistent with the General Plan.
2. Allow for the continued use of lands designated PR as allowed by the underlying land use designation.
3. Prevent premature development of areas designated for future urban development before necessary public services would be available to those areas.
4. PR zones are to be applied in areas contiguous to existing urban development where urban expansion is planned and in areas designated for future development.
5. Encourage the orderly conversion of parcels within the PR to urban development through the use of specific plan, master plan or similar planning tools.
6. When consistent with the General Plan and its elements, and when adequate public facilities are or can be made available, land in the PR may be rezoned, subject to the established procedures for amending the land use plan map and zoning district map, and subject to the development limitations set forth in General Plan.

Planned Unit Development (PUD): The purpose of the PUD overlay zone is to:

1. Provide for greater flexibility in the design of the developments than is otherwise possible through the strict application of zoning district regulations. It is the intent of this process to ensure compliance with the General Plan and to provide various types of land use which can be combined in compatible relationship with each other as a part of a totally planned development.
2. Promote creativity in building design and innovation in development concepts.
3. Planned unit development may be residential, commercial or industrial and may permit mixed uses under certain circumstances.

ADMINISTRATIVE DRAFT

Proposed Use Classifications

Prepared for
Yuba County

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Revised by County Staff: November 2013

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Introduction

This module proposes a revised set of use classifications for Yuba County's Development Code update, based on an analysis of existing provisions, the Annotated Outline, General Plan policies, and stakeholder and staff comments. It also reflects recent amendments to State law and case law. In Yuba County's existing ordinance, the majority of use classifications are comingled with definitions in Chapter 12.05, Definitions. Additional use classifications and descriptions are distributed throughout the ordinance. As a result, locating the appropriate use classification and determining if a use is allowed in a certain district is often difficult. The goal of the proposed revisions is to create a streamlined, user-friendly list of use classifications to improve the functionality of the ordinance and also meet legal standards.

USE CLASSIFICATIONS

In the existing ordinance, each base zoning district contains an exhaustive list of every use allowed by right or by review and approval of a conditional or minor conditional use permit. Regulations are so specific that, for example, in the M-1 district, the Code separately permits leather products, wood products, metal products, paper products, and stone, clay, glass, and concrete products. The sheer size of these sections is an obstacle to usability, as the text requires a considerable amount of time to locate needed information. Although the intent of this classification system may have been to provide a great deal of certainty regarding allowed development, the outcome is at times the opposite.

Adding to this confusion, the majority of the uses are not defined and sometimes the same use appears in different articles under similar, but different guises such as business services and professional services, recreational vehicle parks and travel trailer parks, and food markets, food stores, and food and beverage sales.

To avoid ambiguity, the Code must be amended frequently, or interpretations need to be made, to accommodate new and changing uses; these repeated adjustments are a symptom of an overly rigid classification system. Many jurisdictions have adopted a more flexible system for use regulation to accommodate new development and minimize the need for such code amendments. Typically, this strategy includes the formulation of "use groups" that classify all land uses and activities according to common characteristics. For example, the code currently lists many types of industrial uses separately. A use group system would consolidate industrial into categories based on intensity of operation and potential impacts to surrounding properties because they share common physical requirements and play a similar role within the community. Classifying uses according to a limited number of use types on the basis of common functional, product, or compatibility characteristics can provide for flexibility in the classification of industrial and commercial operations, allowing businesses to adapt to changing demand and supporting the General Plan concept of encouraging employment and economic development activities throughout each phase of entrepreneurial development.

Instead of employing comprehensive lists of every allowed use in a zone, the use classifications proposed in this module consolidate the items into a modern classification system which places land uses and activities into groups based on common function, product, or physical characteristics. The groups are designed to be broad enough to allow classification of new, unanticipated uses, to reduce confusion and the need to amend this section of the code or make interpretations.

In circumstances where the County has historically used or where a specific use type warrants, more fine-tuned regulation, additional subcategories of standard uses have been proposed. These include different subcategories for automobile/vehicle sales and servicing, residential care facilities, animal care, sales, and services, and entertainment and recreation, among others.

Additionally, new uses are introduced to implement General Plan policies. New uses include, but are not limited to Farmer's Markets, Recycling Facilities, Community Gardens, Single Room Occupancy, and uses related to agri-tourism. Many agricultural areas and neighborhoods in Yuba County, particularly in the foothills, could benefit from small-scale commercial development that supports local agriculture, promotes tourism, and serves local needs. Uses such as Agricultural Homestays, Guest Ranch, and Ranch Marketing are proposed to facilitate the allowance and regulation of agri-tourism uses in the County consistent with General Plan policies.

OBJECTIVES OF USE CLASSIFICATION

The new streamlined use classifications will accomplish two main objectives:

- ***Use of Plain English.*** The use classifications have names that a layperson can understand and recognize. For instance, automobile sales and services are all grouped together in an identifiable use category.
- ***Hierarchy of Uses.*** Use classifications have been grouped into broader categories to facilitate understanding and regulation. For example, the following categories and sub-categories aid in identifying particular groups of uses:

Sales and Service:

Vehicle Sales, Leasing, and/or Rental
Vehicle Repair, Major
Vehicle Service and Repair, Minor
Large Vehicle and Equipment Sales, Service, and Rental
Service Station
Towing and Impound
Vehicle Washing

Eating and Drinking Establishments:

Bars/Night Clubs/Lounges
Full Service
Convenience

The objective of the classification system is to categorize uses in a way that makes it easier to determine whether a particular type of use is appropriate for the district given the General Plan policies and the stated purpose of the district. The intensity of the use will be regulated by development standards.

APPENDIX A: USE CORRESPONDENCE TABLES

The Use Correspondence Tables relates proposed use classifications to existing use classifications. The tables compare existing uses with the proposed use classification scheme described in Section 2, with uses grouped according to type (residential, commercial, etc.). Where there is no existing use that corresponds to a proposed use classification, “none” is listed in the existing use column.

Use Classifications

The terminology used in the use classifications pertain only to this Title (DEVELOPMENT CODE). Within each use classification that provides examples the list is not exclusive. Non listed uses that are determined to be similar in nature to listed uses may be approved by the Community Development and Services Agency Director or his/her designee consistent with the guidelines provided in Section x.x.

RESIDENTIAL USE CLASSIFICATIONS

Residential Housing Types

Single-Unit Dwelling, Detached. A dwelling unit designed for occupancy by one household, and located on a separate parcel from any other unit (except second living units, where permitted). This classification includes individual manufactured housing units installed on a foundation system pursuant to Section 18551 of the California Health and Safety Code.

Single-Unit Dwelling, Attached. A dwelling unit designed for occupancy by one household, located on a single parcel, and attached through common vertical walls to one or more dwellings on abutting parcels. Types of dwelling units include but are not limited to townhouses, rowhouses, zero-lot-line homes and semi-attached dwellings where only the garage wall is in common (attached) with the garage wall of the dwelling unit on the adjacent parcel.

Second Dwelling Unit. An ancillary dwelling unit providing complete independent living facilities for one household located on a parcel with the primary single-unit dwelling that houses a separate household and wherein the parcel owner occupies one of the two dwellings. A second dwelling unit may be within the same structure as the primary unit, in an attached structure, or in a separate structure on the same parcel.

Two-Unit Dwelling. A single structure that contains two dwelling units on a single parcel, (duplex), or two detached single-unit dwellings on a single parcel. This use is distinguished from a Second Dwelling Unit, which is an accessory residential unit as defined by State law and this Ordinance.

Multi-Unit Residential. Three or more attached or detached dwelling units on a single or on adjoining parcels.(excluding air-space parcels) Types of multiple unit dwellings include townhouses, tri-plexes, condominiums, cottages and courtyard developments, garden apartments, age restricted housing developments, and multi-story apartment buildings. This use includes multi-unit development in which individual units are occupied exclusively by one or more persons 62 years of age or older.

Caretaker Residence. A dwelling unit occupied by employees or caretakers of the primary use on the parcel.

Home Occupation. An occupation or commercial use that is incidental and secondary to a property's primary residential use. A home occupation use shall not change the residential character of the property and/or neighborhood and shall meet the requirements set forth in Section x, Home Occupations.

Family Day Care. A residential day-care facility licensed by the State of California that is located in a single-unit dwelling or other dwelling unit where the resident of the dwelling provides care and supervision for children or adults for periods of less than 24 hours a day.

Small. A facility that provides care for eight or fewer children, including children who reside at the home and are under the age of 10; or six or fewer adults.

Large. A facility that provides care for seven to 14 children, including children who reside at the home and are under the age of 10; or seven to twelve adults.

Mobile Home Park. A development designed to accommodate mobile or manufactured homes including development with facilities and amenities used in common by occupants who rent, lease, or own spaces for mobile or manufactured homes through a subdivision, cooperative, condominium or other form of resident ownership.

Elderly and Long-term Care. Establishments that provide 24-hour medical, convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves, and are licensed as sub acute or skilled nursing facilities by the State of California, including but not limited to, rest homes and convalescent hospitals, but does not include Residential Care, Hospitals, or Clinics.

Residential Boarding Facility. Shared living quarters of up to 2 per room within a primary residence without separate kitchen or bathroom facilities for each sleeping room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes, rooming and boarding houses, dormitories and other types of organizational housing, private residential clubs, and extended stay hotels intended for long-term occupancy (30 days or more) that may also include efficiency units/kitchenettes but excludes Hotels and Motels, Social Service Facilities, and Residential Care Facilities.

Residential Care Facilities. Facilities that are licensed by the State of California to provide permanent living accommodations and 24-hour primarily non-medical care and supervision for persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each sleeping room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including but not limited to: hospices, nursing homes, convalescent facilities, age restricted residential care facilities, and group homes for minors, persons with disabilities, and people in recovery from alcohol or drug additions. This use classification excludes Transitional Housing and Supportive Housing.

Residential Care, General. A facility providing care for more than six persons.

Residential Care, Limited. A facility providing care for six or fewer persons.

Residential Lodging. See Agricultural Homestays and Bed and Breakfast under Commercial Lodging.

Single Room Occupancy (SRO). A residential facility containing individual secured rooms that have a minimum floor area of 120 square feet that may have individual or shared kitchen and/or bathroom facilities. May also include efficiency dwelling units that meet California Building Code requirements.. SROs shall be developed as a multi-unit development or located on the upper stories of a commercial building where mixed uses are permitted. Each unit is occupied by no more than two persons and is offered on a monthly rental basis.

Social Service Facility. A non licensed residential facility designed for the provision of personal services in addition to living accommodations whether for profit or non-profit. Living accommodations are typically shared living quarters with or without separate kitchen or bathroom facilities for each sleeping room or unit. Personal services may include, but are not limited to, protection, care, supervision, counseling, guidance, training, education, therapy, faith based services, or other nonmedical care. The services may be provided on or off site. Facilities typically have a designated focus such as but not limited to recovery from drugs or alcohol, reintegration from prison or mental institutions, and domestic violence shelters. Provision of housing and services is typically contingent upon compliance with the facility's programs or for a set period of time and therefore is temporary in nature. This classification excludes families and single housekeeping units; California State licensed residential care facilities; emergency shelters; and, transitional and supportive housing.

Social Service Facility, General. A facility providing care for more than six persons.

Social Service Facility, Limited. A facility providing care for six or fewer persons.

Supportive Housing. Dwelling units with no limit on length of stay, that are occupied by the target population as defined in the California Health and Safety Code, and that are linked to onsite or offsite services that assist the supportive housing resident in retaining housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Transitional Housing. Dwelling units configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

PUBLIC AND SEMI-PUBLIC USE CLASSIFICATIONS

Cemetery. Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including mausoleums, burial places, and memorial gardens.

Colleges and Trade Schools, Public or Private. Institutions of higher education providing curricula of a general, religious or professional nature, typically granting recognized degrees, including conference centers and academic retreats associated with such institutions. This classification includes colleges, universities, business and computer schools, technical and trade schools, but excludes personal instructional services such as music lessons.

Community Assembly. A facility for public or private meetings including community centers, banquet centers, religious assembly facilities, civic and private auditoriums, union halls, meeting halls for clubs and other membership organizations. This classification includes functionally related facilities for the use of members and attendees such as kitchens, bars, multi-purpose rooms, and storage. It does not include gymnasiums or other sports facilities, or facilities such as day care centers and schools that are separately classified and regulated.

Community Garden. Use of land for, and limited to, the cultivation of herbs, fruits, flowers, or vegetables, including the cultivation and tillage of soil and the production, cultivation, growing, and harvesting of any horticultural commodity. The classification specifically excludes plants classified as federally controlled substances.

Cultural Institutions. Public or private institutions engaged primarily in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. This classification includes performing arts centers for theater, music, dance, and events; buildings of an educational, charitable or philanthropic nature; libraries; museums; historical sites; aquariums; and art galleries.

Outdoor and Large Scale Cultural Institutions. Include zoos, botanical gardens, amphitheaters, or facilities that are greater than 30,000 square feet in size.

Day Care Centers. Non-residential establishments providing non-medical care for persons on a less than 24-hour basis. This classification includes nursery schools, preschools, and day care facilities for children or adults, and any other non-residential day care facility licensed by the State of California.

Detention Facility. A facility providing housing, care, and supervision for persons confined by law under the direction and control of any law enforcement agency including the California State Department of Corrections, Federal Bureau of Prisons, and the U.S. Immigration and Naturalization Service.

Emergency Shelter. A permanent facility which provides shelter with minimal supportive services for homeless families or individual persons where occupancy is limited to six months or less, as defined in the California Health and Safety Code. Lodging, meals, laundry facilities, bathing, and/or other basic non-medical support services may be provided. (See x.x for additional regulations).

Temporary Emergency Shelter. A church, public building, quasi-public facility, or other facility legally permitted for public assembly uses which provides temporary shelter to homeless or displaced persons due to a catastrophe. Such accommodations may include warming/cooling stations, temporary lodging, meals, laundry facilities, bathing, or other basic non-medical support services. (See x.x for additional regulations).

Essential Services Facility. Facilities providing public-safety or emergency services, including police/sheriff stations, fire protection, ambulance services, emergency operation centers, emergency dispatch center, public works, and their associated, training and maintenance facilities. This classification also includes corporation yards for government agencies.

Government Offices. Administrative, clerical, or public contact offices of a government agency, including postal facilities and courts, together with incidental storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment.

Hospitals and Clinics. Public or private State-licensed facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons. This classification includes facilities for inpatient or outpatient treatment, including substance-abuse programs as well as training, research, and administrative services for patients and employees. This classification excludes veterinaries and animal hospitals (see Animal Care, Sales, and Services).

Hospital. A facility providing medical, psychiatric, or surgical services for sick or injured persons primarily on an in-patient basis, and including ancillary facilities for outpatient and emergency treatment, helipads, diagnostic services, training, research, administration, and services to patients, employees, or visitors.

Clinic. A facility providing medical, psychiatric, or surgical service for sick or injured persons exclusively on an out-patient basis including emergency treatment, diagnostic services, administration, and related services to patients who are not lodged overnight. Services may be available without a prior appointment. This classification includes licensed facilities offering substance abuse treatment, blood banks and plasma centers, and emergency medical services offered exclusively on an out-patient basis. This classification does not include private medical and dental offices that typically require appointments and are usually smaller scale.

Park and Recreation Facilities, Public. Includes both passive and active areas used as parks, playgrounds, recreation facilities, trails, wildlife preserves, public campgrounds, related open spaces, and other recreational activities on publically owned land. This classification also includes playing fields, courts, gymnasiums, swimming pools, spray parks, skate parks, picnic facilities, tennis courts, and golf courses, botanical gardens, as well as related food concessions or community centers within the facilities.

Passive Recreation. Recreational activities that involve the existing natural resources and has minimal impact or development. Passive recreation generally consists of open space and or trail systems for such activities as hiking, walking, biking, horseback riding, and picnicking.

Active Recreation. Recreation activities requiring some constructed facilities and/or playing fields.

Parking, Public or Private. Surface lots and structures for use of occupants, employees, or patrons on the subject site or offering non commercial vehicle parking to the public for a fee when such use is not incidental to another on-site activity. This classification also includes park-n-ride lots.

Schools, Public or Private. Facilities for primary or secondary education, including, charter schools, private and parochial schools having curricula comparable to that required in the public schools of the State of California.

COMMERCIAL USE CLASSIFICATIONS

Adult-Oriented Business. An establishment that, as a regular and substantial course of conduct, offers, sells or distributes adult-oriented merchandise, or that offers to its patrons materials, products, merchandise, services, entertainment or performances that have sexual arousal, sexual gratification, and/or sexual stimulation as their dominant theme, or are characterized by an emphasis on specified sexual activities or specified anatomical areas and are not customarily open to the general public because they exclude minors by virtue of their age. This classification does not include any establishment offering licensed professional services related to this topic so long as no merchandise is being offered, sold or distributed.

Animal Care, Sales and Services. Retail sales and services related to the boarding, grooming, and care of household pets including:

Pet Sales and Associated Services. Retail sales of household pets, supplies and associated services such as grooming and vaccination clinics. Typical uses include dog bathing and clipping salons, and pet sales stores and shops. This classification excludes dog walking and similar pet care services not carried out at a fixed location, and excludes purely retail pet supply stores (see Retail Sales) that do not sell animals or provide on-site animal services and excludes purely pet grooming facilities.

Pet Grooming. Typical uses include dog bathing and clipping salons, and pet grooming shops. This classification excludes dog walking and similar pet care services not carried out at a fixed location,

excludes pet sales, and excludes purely retail pet supply stores (see Retail Sales) that do not sell animals or provide on-site animal services.

Kennels. Any enclosure, building, or structure where dogs or other household pets are kept, bred or maintained in a confined manor for commercial or non-commercial purposes (hobby kennel). Typical uses include pet boarding, pet day care, and animal shelters, but exclude pet shops and animal hospitals that provide 24-hour accommodation of animals receiving medical or grooming services, and exclude dogs or other household pets kept for a private use associated with the parcel, and excludes dogs that are a necessary part of an agricultural operation such as dogs used to herd farm animals.

Veterinary Services. Veterinary services for household pets and domestic farm animals. This classification allows 24-hour accommodation of animals receiving medical services and may include incidental kennels and boarding.

Banks and Financial Institutions. Institutions such as banks, credit unions, lending institutions, trust companies, credit agencies, brokers and dealers in securities and commodity contracts, investment companies, and similar financial services.

Bars and Drinking Establishments. Establishments such as bars, taverns, pubs, and similar establishments where alcoholic beverages are sold and consumed on-site, where any food service is subordinate to the sale of alcoholic beverages. Uses may include indoor entertainment such as live music and dancing. For outdoor entertainment uses see “Special Events” and “Outdoor Entertainment”.

Business Services. Establishments providing goods and services to other businesses on a fee or contract basis, including printing and copying, advertising and mailing, office equipment rental and leasing, office security, custodial services, photo finishing, , taxi or delivery services with two or fewer fleet vehicles on-site.

Entertainment and Recreation. Provision of participant or spectator sports and entertainment to the general public on privately owned land.

Indoor Entertainment and Recreation. Sport, recreation, and entertainment uses conducted within a building, such as billiard parlors, bowling alleys, cinema, theaters, concert halls, card rooms, health clubs, dance halls, skating rinks, tennis and racquetball club facilities, poolrooms, indoor shooting ranges and amusement arcades. This classification may include restaurants, bars, snack bars, and other incidental retail services to patrons.

Outdoor Entertainment. This classification includes predominantly spectator uses conducted outside of or partially within a building such as amusement and theme parks, sports stadiums and arenas, racetracks, amphitheaters, drive-in theaters, equestrian and rodeo facilities. This classification may include restaurants, bars, snack bars, and other incidental retail services to patrons.

Outdoor Sports and Recreation. This classification includes commercially operated, predominantly participant sports and recreation activities conducted wholly or partially outside of a building such as golf courses, tennis courts, swimming pools, outdoor batting cages, shooting and archery ranges, drop zones, ball fields, riding stables, motocross/ATV parks, and sport courts and courses. This classification may include restaurants, bars, snack bars, and other incidental retail services to patrons.

Campground. Any area or tract of land where one or more lots or campsites are rented or leased, or held out for rent or lease, to accommodate tents, trailers, and RV's for transient occupancy (30 days or less), whether or not individual sewer hookups are available to individual campsites. This classification also includes related services such as but not limited to cabins, lodges, recreational amenities, shower and laundry facilities and other incidental retail services.

Hunting/Fishing Club. Privately operated areas and facilities for club members engaged in the pursuit of fish and game species that may include uses such as a shooting range, water recreation activities such as skiing, and overnight accommodations for participants in the club.

Special Events-Entertainment and Recreation. A use established for a fixed period of time, with special conditions needing to be met that are associated with the use, and with the intent that such use will terminate automatically upon expiration of the fixed time-period unless permission to conduct the use is renewed. Examples of special events would be large gatherings of people not normally associated with the current use such as concerts, weddings, carnivals and festivals on non-residential properties, and on residential properties 5 acres or greater in size. See Section x, Temporary Uses and Special Events for additional requirements.

Food and Beverage Sales. Retail sales of food and beverages for off-site preparation and consumption. Typical uses include food markets, groceries, and liquor stores.

Farm to Market Events. Temporary but recurrent outdoor retail sales of approved and/or permitted food, plants, flowers, and value-added products such as livestock products, jellies, breads, and smoked meats that are predominantly locally-grown or produced by the vendors who sell them. May have incidental sales of handcrafts, prepared food, or commodities from local businesses.

Certified Farmers Markets. Temporary but recurrent outdoor retail sales of agricultural products such as fruits, nuts, and vegetables that are operated in accordance with the California Food and Agriculture Code regulations governing Certified Farmer's Markets.

General Grocery Market. Retail establishments primarily engaged in selling of food and grocery items for offsite preparation and consumption with limited seating for consumption of on-site prepared foods. Typical uses include supermarkets, neighborhood grocery stores, and specialty food stores, such as retail bakeries; candy, nuts and confectionary stores; meat or produce markets; vitamin and health food stores; cheese stores; and delicatessens. This classification may include small-scale specialty food production such as pasta and tortilla shops with retail sales.

Liquor Stores. Retail establishments primarily engaged in selling packaged alcoholic beverages such as ale, beer, wine and liquor.

Food Preparation. Businesses preparing and/or packaging food and beverages, sold primarily at a retail level and primarily for off-site consumption, excluding those of an industrial character wherein the primary purpose is to distribute goods produced in a bulk, wholesale manner. Seating area for onsite consumption of goods is limited to 10% of gross floor area or 500 square feet, whichever is less, and no drive-through facilities (for establishments requiring more space or drive-through see Restaurants). Typical uses include catering kitchens including those used to prepare food for mobile food vendors, bakeries, donut shops, , small-scale specialty food production, and micro-breweries/wineries, but does not include mobile food vending sales, and cottage food businesses (see Home Occupations).

Funeral Parlors and Interment Services. An establishment primarily engaged in the provision of services involving the care, preparation, or disposition of the human remains and conducting memorial services. Typical uses include a crematory, columbarium, mausoleum, or mortuary.

Lodging. An establishment providing overnight accommodations to transient patrons for payment for periods of less than 30 consecutive calendar days. Lodging may include the incidental provision of food, drink, sales, and services for the convenience of overnight guests.

Agricultural Homestays. Lodging facilities operated by the resident of the property on which the facility is located that is accessory and subordinate to the on-site, bona fide agricultural or ranching operations and may be in addition to other Ranch Marketing uses. Activities may include lodging, overnight camping, horseback riding, cattle drives and similar uses. This classification does not include agricultural labor housing.

Bed and Breakfast. A single-unit dwelling occupied by an owner-operator providing lodging accommodations of one or more bedrooms for compensation where each room is limited to no more than two transient adult guests and no more than two children 12 years and under for a duration not to exceed seven (7) nights. Only breakfast and snacks may be served and only to overnight guests. Weddings and other events are subject to compliance with the Special Events provisions (Section x.x).

Health Resort and Retreat Center. Establishments engaged in recreational, educational, therapeutic, and similar activities, with day use and overnight facilities to serve the guests. The use differs from Commercial Recreation by being focused on self improvement in a natural setting, although indoor facilities such as conference rooms, lodging, and dining facilities for the guests may be included. It includes, but is not limited to conference, retreat, or outdoor education centers, and health spas but does not include health clubs and beauty salons/day spas where no lodging facilities are provided.

Hotels and Motels. An establishment providing overnight lodging to transient patrons. These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This use classification includes hotels, motor lodges, motels, Inns, hostels and tourist courts, but does not include Single Room Occupancy, Boarding Facilities, Residential Care Facilities, Social Service Facilities, Hunting/Fishing Clubs, or Bed and Breakfast establishments that are within a single-unit residence or which are separately defined and regulated.

Maintenance and Repair Services. Establishments engaged in the indoor maintenance or repair of small office machines, household appliances, furniture, and similar items. This classification excludes maintenance and repair of vehicles or boats (see Automotive/Vehicle Sales and Services) and personal apparel (see Personal Services).

Manufactured Home Sales Lots. Retail sales establishments providing outdoor display of mobile or manufactured homes for sale or lease to the public.

Offices. Offices of firms or organizations providing professional, executive, management, administrative or design services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, insurance, and legal offices, excluding banks and savings and loan associations (see Banks and Financial Institutions). This classification also includes offices where medical and dental

services are provided by physicians, dentists, chiropractors, acupuncturists, optometrists, and similar medical professionals, including medical/dental laboratories within medical office buildings but excluding clinics or independent research laboratory facilities and hospitals (see Hospitals and Clinics).

Business and Professional. Offices of firms or organizations providing professional, executive, management, or administrative services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, legal offices, real estate offices, tax preparations offices, and travel agencies.

Medical and Dental. Office use providing consultation, diagnosis, therapeutic, preventive, or corrective personal treatment services to patients under their care and primarily by appointment only, by doctors, dentists, medical and dental laboratories, and similar practitioners of medical and healing arts for humans licensed for such practice by the State of California. Incidental medical and/or dental research within the office is considered part of the office use, where it supports the on-site patient services.

Personal Services.

General Personal Services. Provision of recurrently needed services of a personal nature. This classification includes barber shops and beauty salons, seamstresses, tailors, day spas, dry cleaning for individuals (excluding large-scale bulk cleaning plants), shoe repair shops, self-service laundries, video rental stores, photocopying and photo finishing services, and travel agencies mainly intended for the consumer. This classification also includes massage establishments that are in full compliance with the applicable provisions of **Section TBD**, Personal Services and in which all persons engaged in the practice of massage are certified pursuant to the California Business and Professions Code Section.

Instructional Services. Establishments that offer specialized programs in personal growth and development such as music, martial arts, vocal, fitness and dancing instruction. This classification includes businesses that would generally be referred to as health clubs wherein one or more of these services are provided, however no overnight lodging is provided.

Tattoo or Body Modification Parlor. An establishment whose principal business activity is one or more of the following: 1) using ink or other substances that result in the permanent coloration of the skin through the use of needles or other instruments designed to contact or puncture the skin; or 2) creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration.

Restaurant. Establishments located in a building and engaged in the sale of prepared food and beverages for on-premise consumption or as an option "to-go". Typical uses include full-service restaurants, fast-food restaurants, sandwich shops, ice cream parlors, pizza parlors, and donut or coffee shops with large seating areas and/or drive-through. The sale of alcoholic beverages is secondary to the sale of prepared food. This classification does not include Bars and Drinking Establishments, Food Preparation, or mobile food vendors (see Section x, Mobile Vending).

With Drive-through. Restaurants which contain one or more drive-up windows, and may contain seating.

Without Drive-through. Restaurants where food and beverages are ordered and served at a table or walk-up counter, only.

Retail Sales.

Building Materials and Services. Retail sales of building supplies and ancillary rental of equipment needed for their installation. This classification includes lumber yards and establishments devoted principally to taxable retail sales of building materials, wherein the materials may be stored indoors and/or outdoors, and with up to 30% of the products sold being similar to what is found in the Nurseries and Garden Centers use such as trees, bushes and bagged garden soil. This definition does not include Construction and Material Yards, hardware stores less than 10,000 square feet in floor area or Nurseries and Garden Centers.

Convenience Retail. Establishments primarily engaged in the provision of frequently or recurrently needed small personal items for residents within a reasonable walking distance. These include various general retail sales, primarily located indoors, such as neighborhood grocery stores, convenience markets, and drugstores that are less than 20,000 square feet in gross area or when more than one building or use do not exceed 20,000 square feet for the entire center. This classification does not include fuel pumps or propane/natural gas refill services (see Service Station).

General Retail. The retail sale or rental of merchandise not specifically listed under another use classification. This classification includes individual retail establishments with 70,000 square feet or less of sales area, primarily located indoors; including department stores, clothing stores, furniture stores, pet supply stores, small hardware stores (with 10,000 square feet or less of floor area), and businesses retailing goods such as similar to: toys, hobby materials, jewelry, consumer electronics, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, pharmacies, sporting goods, home furnishings, home improvements, office supplies, bicycles, and new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with other services such as office machine, computer, electronics, and similar small-item repairs.

Large Format Retail. Individual retail establishments with over 70,000 square feet of sales area, primarily located indoors, that sell merchandise and bulk goods for individual consumption, including membership warehouse clubs.

Nurseries and Garden Centers. Establishments primarily engaged in outdoor sales of nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod—that are predominantly grown elsewhere and may supplement with ancillary and related landscape and gardening items such as fencing, fountains, irrigation equipment, decorative rocks, stackable walls and stepping stones. These establishments may sell a limited amount of a product they grow themselves. Fertilizer and soil products are predominantly stored and sold in package form. This classification includes wholesale and retail nurseries offering plants for sale.

Vehicle Sales and Services. Retail or wholesale businesses that sell, rent, and/or repair vehicles such as automobiles, pickup trucks (under 11,500 GVW), boats, recreational vehicles, trucks, trailers, motorcycles and ATVs, and on & off road light (under 50 HP) and heavy (50 HP and above) equipment including the following:

Vehicle Rental, Sales and Leasing. Rental, sale or lease, retail or wholesale, of automobiles, pickup trucks, motorcycles, boats, recreational vehicles, trailers (under 15,000 GVW), and light equipment together with services and repairs consistent with the use classification “Vehicle Service and Repair,

Minor”. Typical uses include automobile and recreational vehicle sales lots where full range of repair services are not provided, and car rental agencies.

Vehicle Service and Repair, Minor. The service and minor repair of automobiles, pickup trucks, boats, motorcycles, recreational vehicles, trailers (under 15,000 GVW), and light equipment, including the incidental sale, installation, and servicing of related equipment and parts. This classification includes the replacement of tires, parts (including minor body parts), and liquids where repairs are made or service provided in enclosed bays and typically within the same day and vehicles are not commonly stored overnight. This classification excludes disassembly, removal or replacement of major components such as engines, transmissions or axles; or major body work; or other operations that generate excessive noise, objectionable odors or hazardous materials, and towing services. It also excludes repair of trucks, trailers over 15,000 GVW, and heavy equipment. Typical uses include tire and brake shops, and “express” lube and service establishments.

Vehicle Repair, Major. Repairs of a nature greater than as defined in “Vehicle Service and Repair, Minor” of automobiles, pickup trucks, boats, motorcycles, recreational vehicles, trailers (under 15,000 GVW), and light equipment; including the incidental sale, installation, and servicing of related equipment and parts, generally on an overnight basis. Typical uses include full service repair and body shops, vehicle painting, and automobile or recreational vehicle dealers where full repair services are provided. This classification excludes vehicle dismantling or salvaging and tire retreading or recapping.

Trucks and Heavy Equipment Sales, Service, Repair and Rental. Sales, servicing, rental, fueling, servicing, repairing, and washing of trucks (greater than 11,500 GVW) and trailers (greater than 15,000 GVW), and heavy equipment. Sales of new or used automobiles or pickup trucks are excluded from this classification. For equipment used exclusively for agriculture, see “Farm Machinery and Equipment, Sales and Service”.

Service Station. Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with activities, such as providing minor vehicle repair services; selling automotive parts, and accessories; and/or providing incidental food and retail services.

Towing and Impound. Establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. These establishments may provide incidental services, such as vehicle storage and emergency road repair services but no dismantling (for dismantling, see Salvage and Wrecking).

Washing. Washing, waxing, vacuuming, or cleaning of automobiles or similar light vehicles, including self-serve or automatic washing facilities.

INDUSTRIAL USE CLASSIFICATIONS

Construction and Material Yards. Storage of construction materials or equipment on a site other than a construction site. This classification also includes non-government agency corporation yards and establishments that sell bulk landscaping materials such as soil or bark by the ton.

Custom Manufacturing. Establishments primarily engaged in on-site production of goods by hand manufacturing or artistic endeavor, which involves only the use of hand tools or small mechanical equipment and the incidental direct sale to consumers of only those goods produced on-site (Display/retail area: 10% of

gross floor area not to exceed 300 square feet). Typical uses include ceramic studios, candle making shops, woodworking, and custom jewelry manufacturers.

Limited Industrial. Establishments engaged in light industrial activities taking place primarily within enclosed buildings and producing minimal impacts on nearby properties in regards to items such as noise, light, air quality, and storage/use of hazardous materials. This classification includes manufacturing finished parts or products primarily from previously prepared materials; micro-breweries; commercial laundries and dry cleaning plants; monument works; printing, engraving and publishing; computer and electronic product manufacturing; furniture and related product manufacturing; and industrial services. Incidental retail sales/display area of goods produced on-site shall not exceed of 10% of gross floor area or 1,000 square feet whichever is less.

General Industrial. Manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes operations such as biomass energy conversion; food and beverage processing; production apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; automotive and heavy equipment manufacturing; and soil amendment processing. Incidental retail sales/display area of goods produced on-site shall not exceed of 10% of gross floor area or 1,000 square feet whichever is less.

Intensive Industrial. Industrial uses that regularly use hazardous chemicals or procedures or produce hazardous materials or byproducts, including the following: manufacturing of acetylene, cement, lime, gypsum or plaster-of-paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins, and radioactive materials. This subcategory also includes petrochemical tank farms, gasification plants, smelting, oil refining, asphalt and concrete plants, chemical manufacturing, and tanneries. Intensive industrial uses have high potential for external impacts on the surrounding area in terms of noise, vibration, odor, hours of operation, and traffic. Incidental retail sales/display area of goods produced on-site shall not exceed of 10% of gross floor area or 1,000 square feet whichever is less.

Recycling Facility. A facility for receiving, temporarily storing, transferring and/or processing materials for recycling, reuse, or final disposal. This use classification does not include waste transfer facilities that operate as materials recovery, recycling, and solid waste transfer operations and are classified as utilities.

Recycling Collection Facility. An incidental use associated with commercial uses that serves as a neighborhood drop off point for the temporary storage of California Redemption Value eligible recyclable materials but where the processing and sorting of such items is not conducted on-site with the exception of reverse vending machines. A reverse vending machine is an automated mechanical device that accepts, sorts and processes recyclable materials and issues a cash refund or a redeemable credit slip.

Recycling Processing Facility. A facility that receives, sorts, stores and/or processes recyclable materials.

Research and Development. A facility for scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, pharmaceutical, chemical, and biotechnology components and products in advance of product manufacturing. Includes assembly of related products from parts produced off-site where the manufacturing activity is secondary to the research and development activities.

Salvage and Wrecking. Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used containers or steel drums, used tires, and similar or related articles or property.

Warehousing, Storage, and Distribution. Storage and distribution facilities without sales to the public on-site or direct public access except for public storage in small individual space exclusively and directly accessible to a specific tenant. This classification includes mini-warehouses.

Auction facilities. A building or outdoor enclosed area used for the public sale of goods, wares, merchandise, equipment, or vehicles to the highest bidder. This classification does not include livestock sales outside of agricultural zones.

Chemical, Mineral, and Explosives Storage. Establishments not meeting the intent of the Intensive Industrial or Service Station use wherein their business is the storage of hazardous materials including but not limited to: bottled gas, chemicals, minerals and ores, petroleum or petroleum-based fuels, fireworks, and explosives. The quantity of material triggering this use will be as determined by the Yuba County Certified Unified Program Agency.

Outdoor Storage. Storage of vehicles or commercial goods or materials in open lots.

Personal Storage. Facilities offering enclosed storage with individual access for personal effects, household goods, and/or recreational vehicles including mini-warehouses and mini-storage. This use excludes workshops, hobby shops, manufacturing, or commercial activity.

Indoor Warehousing, Wholesaling and Distribution. Indoor storage and sale of goods to other firms for resale; storage of goods for transfer to retail outlets of the same firm; or storage and sale of materials and supplies used in production or operation, including janitorial and restaurant supplies. Wholesalers are primarily engaged in business-to-business sales, but may sell to individual consumers through mail or internet orders. They normally operate from a warehouse or office having little or no display of merchandise, and are not designed to solicit walk-in traffic. This classification does not include retail sale of building materials (see Building Materials and Services)

TRANSPORTATION, COMMUNICATION, AND UTILITIES USE CLASSIFICATIONS

Airports and Heliports. General, military, and private aviation facilities for the takeoff and landing of airplanes, helicopters, and aircraft including runways, helipads, drop zones, aircraft storage buildings, public terminal building and parking, air freight terminal, baggage handling facility, aircraft hangar and public transportation and related facilities, including bus operations, servicing and storage. Also includes support activities such as fueling and maintenance, storage, airport operations and air traffic control, incidental retail sales, coffee shops and snack shops and airport administrative facilities, including airport offices, terminals, operations buildings, communications equipment, buildings and structures, control towers, lights, and other equipment and structures required by the United States Government and/or the State for the safety of aircraft operations.

Agricultural Runways and Facilities. Aviation facilities for the takeoff and landing of airplanes and helicopters, including runways, aircraft storage buildings/hangers and related facilities directly related to agricultural operations.

Communication Facilities. Facilities for the provision of broadcasting and other information relay services through the use of electronic and telephonic mechanisms. Broadcasting and other communication services accomplished through electronic or telephonic mechanisms, as well as structures and equipment cabinets designed to support one or more reception/transmission systems. Typical uses include wireless telecommunication towers and facilities, radio towers, television towers, telephone exchange/microwave relay towers, cellular telephone transmission/personal communications systems towers, and associated equipment cabinets and enclosures.

Freight/Truck Terminals and Warehouses. Facilities for freight, courier, and postal services by truck or rail including moving and storage businesses. This classification does not include local messenger and local delivery services (see Light Fleet-Based Services) or mini-warehouses (see Personal Storage).

Light Fleet-Based Services. Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three or more vehicles with rated capacities less than 11,500 GVW. This classification includes parking, dispatching, and offices for taxicab and limousine operations, ambulance services, non-emergency medical transport, local messenger and document delivery services, home cleaning services, pest control services, and similar businesses. This classification does not include towing operations (see Vehicle Sales and Service, Towing and Impound) or taxi or delivery services with two or fewer fleet vehicles on-site (see Business Services).

Transportation Passenger Terminals. Facilities for passenger transportation operations. Includes rail stations and bus terminals but does not include terminals serving airports or heliports.

Utilities, Major. Generating plants; solid waste collection, including transfer stations and materials recovery facilities; landfills; commercial composting and waste reduction facilities; solid waste treatment and disposal; wastewater treatment plants; potable water facilities occupying more than one acre of land and/or with treatment facilities; elevated water storage tanks; and, similar facilities of public agencies or public/private utilities. This classification also includes private corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment

Utilities, Minor. Facilities necessary to support the operations of a utility or special district, involving only minor structures and occupying up to one acre of land, such as electric substations, electrical distribution lines, water wells without treatment facilities, non-elevated water storage tanks, lift/pumping stations, and underground water and sewer lines.

Renewable Energy Systems.

Small Hydro System. Hydro system and associated controls or conversion electronics and is intended to reduce on-site consumption of utility power. Small hydro systems are ancillary structures to a principally permitted use and may be mounted on a building or on the ground. Small hydro energy systems shall not exceed on-site power demand.

Small Solar Energy System. Any solar collector or other solar energy device, or any structural design feature whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating or cooling, for water heating or which is intended to reduce on-site consumption of utility power. Small solar energy systems are ancillary structures to a principally permitted use and may be mounted on a building or on the ground. Small solar energy systems shall not exceed on-site power demand.

Solar Farm. Power plant that uses solar energy to generate electricity and whose primary function is the provision of electricity to the electrical distribution system or transmission grid.

Dual Purpose Solar Energy System. Solar energy system designed to provide both onsite electricity consumption and excess generation for sale. The system shall not exceed twice the power needed for onsite consumption.

Small Wind Energy System. Wind energy system consisting of a wind turbine, a tower, and associated controls or conversion electronics and is intended to reduce on-site consumption of utility power. Small wind energy systems are ancillary structures to a principally permitted use and may be mounted on a building or on the ground. Small wind energy systems shall not exceed on-site power demand.

Wind Farm. Power plant that uses wind turbines to generate electricity, whose primary function is the provision of electricity to the electrical distribution system or transmission grid.

Dual Purpose Wind Energy System. A wind energy system designed to provide both on-site electricity consumption and excess generation for sale. The system shall not exceed twice the power needed for on-site consumption.

AGRICULTURAL AND NATURAL RESOURCE USE CLASSIFICATIONS

Agricultural Labor Housing. Living accommodations for employees and their immediate families employed for the exclusive purpose of agricultural pursuits either on the premises or off site. It includes single or multi-unit dwellings, including mobile homes and dormitories. Any housing occupied by the landowner, the landowner's spouse, or their children, parents or siblings is not considered farm labor housing.

Agricultural Processing. A building, facility, or covered area used for the cooking, dehydrating, refining, bottling, canning, milling, or other treatment of agricultural products. May include warehousing and packaging as secondary uses. This classification does not include slaughterhouses, dairies, feed lots, or manufacturing of secondary products associated with uses such as commercial kitchens and bakeries.

Animal Raising – Grazing. The raising, keeping, or feeding of domestic farm animals where the primary source of food is the vegetation grown on the site, including irrigated and non-irrigated pastures. This classification includes dairying as an accessory use on ranches with milk producing animals so long as the primary food source is vegetation grown on site.

Animal Raising – Imported Feed. The raising, keeping, or feeding of domestic farm animals where the primary source of food is other than the vegetation grown on-site.

Crop Production. Agricultural and horticultural uses including but not limited to production of grains, field crops, vegetables, fruits, nut trees, herbs, flowers and seed production, nursery stock and ornamental plant production (including those plants, trees, shrubs, and ground covers grown in containers, green houses, shade structures, under cover and in the ground), tree and sod farms, associated crop preparation services and harvesting activities including but not limited to, mechanical soil preparation, irrigation system construction, spraying, crop processing and sales of the agricultural crop only. The classification excludes wholesale or retail nurseries (see Nurseries and Garden Centers) and growing of plants classified as federal controlled substances.

Custom Farm Services. An agricultural management business that provides a variety of agricultural services including but not limited to planting, pruning, harvesting, irrigation services, integrated pest management, equipment services, and agricultural labor.

Dairy. Shelter and other facilities for the feeding and milking of cattle and other milk producing animals, and the extraction of milk, where the milk may be processed either on- or off-site.

Farm Machinery and Equipment, Sales and Service. The sale, service, and repair of machinery and equipment primarily associated with agriculture. For sale, service or repair of all other types of equipment see Vehicle Sales and Service.

Feed and Farm Supply Store. An establishment primarily engaged in selling or renting agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming and ranching such as feed sales, irrigation equipment, fertilizer, agricultural sprays, livestock equipment, small indoor livestock such as rabbits and chickens, and fencing. The sale of agricultural equipment does not include tractors and other motorized, self-propelled farm vehicles, which are included under "Farm Machinery and Equipment, Sales & Maintenance".

Mining. The act or process of extracting resources, such as rock, sand, gravel, ores, coal, oil, clay, hydrocarbons, or mineral from the earth. The term also includes quarrying; excavating; drilling; well operation; milling, such as crushing, screening, washing and flotation; and other preparation customarily done at the mine site or as part of a mining activity.

Subsurface Mining. The act of mining operations that are conducted below the surface of the ground except for surface access, and vent and escape shafts.

Surface Mining. All, or any part of mining operations that involve the removal of overburden and mining directly from the mineral deposit, open-pit mining of naturally exposed mineral, mining by the auger method, dredging and quarrying, or surface work related to a subsurface mine.

Packing and Storage. The handling and storage, without any processing as described in the Agricultural Processing use, of fruit, grain, vegetables, trees, and other crops to ready it for shipping and sales without changing the nature of the product (includes cold storage).

On-site Products. The handling of agricultural products produced on the same parcel of land which the packing facility is located, or on adjacent parcels under the same ownership, lease, or management.

Off-site Products. The handling of agricultural products produced on parcels of land different from that on which the packing facilities are located.

Produce Stand. Produce Stands shall mean a temporary or permanent structure up to 500 square feet in size or occupying up to 500 square feet of an existing permitted structure to be used for the display or sale of unprocessed agricultural products sold directly to consumers from a farm site which includes products grown on site. "Unprocessed" for the purposes of this section shall be defined as an agricultural product in its raw or natural state such as but not limited to fruits, vegetables, eggs, , honey, and olive oil. .

Ranch Marketing. Commercial activities conducted on agricultural lands which are accessory, incidental to, and compatible with the agricultural operation conducted thereon. This classification may be used in

conjunction with lodging meeting the Agricultural Homestays and Bed and Breakfast use classifications. Ranch marketing may include processing, packaging, the sale of agricultural products, and the following types of uses:

Bake Shop. A facility for the preparation and consumption of food items in which agricultural products grown on-site are used as a main ingredient for at least one of the baked goods, such as apples used to make apple pies, apple turnovers, or other apple pastries. Baked goods made from other ingredients may be offered for sale concurrently with goods made from produce grown on-site.

Dining Facility. An establishment where food, other than that produced on the premises (such as at a Bake Shop), is prepared and served to the public in an established seating area.

Handicrafts. Products that are made domestically by hand, normally sold by the person who made them, and do not include items that are mass produced by others.

Farm Store. A permanent structure, intended to be used for the display or sale of unprocessed and processed agricultural products grown and/or processed in the Yuba Sutter area and sold directly to consumers. May include incidental sales of non-agriculturally related goods such as but not limited to prepackaged beverages and snacks; promotional materials; and other local products/crafts.

Food Stand. A facility for serving prepared food for consumption on the premises where indoor seating and dining facilities do not exist.

Recreation and Entertainment. Self-pick fruit and vegetables, trails, picnic facilities, corn/hay mazes, pony rides, petting zoo, mini train rides, wagon rides, tours, and similar activities that are ancillary to other ranch marketing activities.

Special Events – Ranch Marketing. A use established for a fixed period of time that promotes the agricultural value of the facility, with special conditions needing to be met that are associated with the use, and with the intent that such use will terminate automatically upon expiration of the fixed time-period unless permission to conduct the use is renewed. Examples of special events would be large gatherings of people such as weddings and harvest festivals.

Resource Protection and Restoration. Lands and management activities dedicated to the protection and conservation of natural resources, such as aquatic environments, wetland and sensitive riparian habitat, water recharge areas, and rare or endangered plant or animal habitat.

Sales Lot, Feed Lot, Stockyard. An open, fenced lot where cattle and other livestock are fed prior to slaughter or transport, and which may include auction or other sales activities.

Slaughterhouse. Establishments engaged in the commercial butchering of animals, including facilities dedicated for dead animal reduction and fat rendering.

Tasting Room. A retail sales facility that is incidental to the primary on site use, where customers may taste and purchase beverage and food products grown and/or processed on the site or neighboring properties under the same ownership and/or lease. Products offered for tasting and sale may include wine, olive oil, honey, cheese, and/or other food and beverage products.

Timber.

Timber Production. The operation and harvesting of timber tracts, tree farms, forest nurseries, whether planted or of natural growth, standing or down, including Christmas trees and nursery stock

for restocking commercial forest land and related activities such as reforestation services; also the gathering of gums, barks, sap, moss and other forest products.

Timber Processing. Sawmills including mills producing finished lumber or processes that reduce the wood for use in the manufacture of different goods.

Appendix A: Use Correspondence Table

This appendix includes a correspondence table that relates proposed use classifications to existing use classifications organized according to the proposed use classification scheme, with uses grouped according to type (residential, commercial, etc.). Proposed uses are presented, grouped according to use type and alphabetized, along with the existing uses to which they correspond.

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
<i>Proposed Use Group</i>	<i>Existing Use Group</i>
Residential Uses	
Residential Housing Types	
<i>Duplex</i>	Duplexes
<i>Multi-unit residential</i>	Multifamily dwellings
<i>Second Dwelling Unit</i>	Second dwelling unit in accordance with Chapter 12.16.
<i>Single-unit dwelling, attached</i>	None
<i>Single-unit dwelling, detached</i>	Single-family residence.
Caretaker Residence	A caretaker dwelling unit to be used exclusively by an employee or watchman.
	A residence or other structure necessary for the management of land zoned as Timberland Production.
	Caretaker dwelling in addition to any permitted residences.
	Employee housing.
	Living quarters for persons deriving their income from permanent, non-seasonal employment on the premises in conjunction with a permitted use.
	Living quarters for persons deriving their income from permanent, non-seasonal employment on the premises in conjunction with an agricultural use.
	Single-family residence, or manufactured dwelling, in conjunction with a commercial use.
Elderly and Long-term Care	Convalescent hospitals.
Family Day Care, Small	Small-family day care homes (one to six children) in accordance with Chapter 1.2120.
Family Day Care	Family day care homes
Boarding Facility	Boardinghouses and roominghouses.
Mobile Home Parks	Manufactured home parks.
Residential Care Facilities	Residential care facility.
<i>Residential Care, General</i>	Residential care facilities which serve more than six individuals.
<i>Residential Care, Limited</i>	Residential care facility serving not more than six individuals with the exclusion of family members.
Single Room Occupancy	None
Supportive Housing	Supportive Housing
Transitional Housing	Transitional Housing
Public and Semi-Public Uses	
Cemetery	Cemeteries, crematories, and mausoleums.
	Public cemeteries and similar uses.

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
Proposed Use Group	Existing Use Group
Colleges and Trade Schools, Public or Private	Colleges
	Educational services, libraries, vocational and technical schools.
	Indoor educational services, libraries, vocational and technical schools.
	Public and private nonprofit colleges.
	Vocational and technical education shop classroom facilities, including woodshop, metal shop, auto shop, and other similar uses.
Community Assembly	Churches and fraternal organization meeting facilities.
	Churches and religious institutions.
	Private clubs and lodges and fraternal organizations.
	Private clubs and lodges.
	Private community centers.
	Public schools, parks and recreation areas, fair grounds, civic centers, fire stations, police stations and similar sites and monuments.
	Public schools, parks, civic center, fire and police stations, public utility facilities and other similar uses and structures
Community Garden	None
Cultural Institutions	Educational services, libraries, vocational and technical schools.
	Indoor educational services, libraries, vocational and technical schools.
Outdoor Cultural Institutions	none
Day Care Centers	Day care centers in accordance with Chapter 12.120.
	Day care centers.
	Public and private nonprofit nursery schools
	Public and private nursery schools, elementary schools, junior high schools, high schools and colleges.
Detention Facility	Jail and detention centers.
Emergency Shelter	Emergency shelters
Government Offices	General offices including government offices.
Hospitals and Clinics	
Clinic	Medical and health services, acute care.
Hospital	Ambulance service.
	Hospital, acute care.
	Hospital.
Park and Recreation Facilities,	Parks and playgrounds.
	Parks and recreation facilities for day use only (excluding amusement parks.)
	Public golf courses.
	Public campgrounds.
	Public parks and recreation areas, fair grounds, and similar sites and monuments.
	Public playgrounds and parks.
	Public playgrounds and parks.
	Public recreational uses such as parks, aquatic facilities, campgrounds, vacation vehicle parks, playgrounds, athletic fields, golf courses, golf driving ranges, fishing and hunting clubs.
	Public recreational uses such as parks, playgrounds, golf courses, fishing and hunting clubs with dwellings or buildings having waste disposal facilities.
	See Park Recreation Facilities list
Passive Recreation	See Park Recreation Facilities list
Active Recreation	See Park Recreation Facilities list

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
Proposed Use Group	Existing Use Group
Parking, Public or Private	Parking lots, provided any grading or structures do not significantly restrict the carrying capacity of the primary flood plain.
Public Safety Facilities	Government and emergency service facilities.
	Government buildings facilities and properties.
	Public fire stations, police stations and similar sites and monuments.
Schools, r Private	Public and private nonprofit elementary schools and junior high schools
	Public schools and similar sites and monuments.
	Schools
Commercial Uses	
Adult-oriented business	Sex oriented entertainment business.
Animal Care, Sales, and Services	
<i>Grooming and Pet Stores</i>	None
<i>Kennels</i>	Kennels
<i>Veterinary Services</i>	Animal hospital, vet office without outdoor kennels and stables.
	Animal hospitals and veterinarian's offices.
	Veterinary office/hospitals without outdoor kennels
Vehicle Sales and Services	
<i>Vehicle rental, Sales and Leasing</i>	Automobile dealers (new and used).
	Automotive repair service as an incidental use to a permitted retail use.
	Boat sales.
	Motor vehicle dealers, repair and service stations, repair garages, tire sales, body shops and vehicle paint shops, providing any repair, bodywork or painting is conducted inside a building.
<i>Vehicle Repair, Major</i>	Automobile paint and body shops.
	Automotive and other machinery repair, service and storage.
	Automotive paint and body shops.
	Automotive repair when conducted within a building.
	Automotive services with outdoor services
	Motor vehicle dealers, repair and service stations, repair garages, tire sales, body shops and vehicle paint shops, providing any repair, bodywork or painting is conducted inside a building.
<i>Vehicle Service and Repair, Minor</i>	Automotive repair when conducted within a building.
<i>Large Vehicle and Equipment Sales, Service, and Rental</i>	Automotive and other machinery repair, service and storage.
	Automotive and other machinery repair, service and storage.
	Boat repair and refurbishing.
	Equipment rental when conducted within a building.
	Equipment rental.
<i>Service Station</i>	Automotive service stations, car wash establishments, repair garages excluding painting and tire sales.
	Automotive service stations.

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
Proposed Use Group	Existing Use Group
Towing and Impound	None
Washing	Auto wash, self service or automatic.
Banks and Financial Institutions	Financial, insurance and real estate establishments.
Bars and Drinking Establishments	Bars
Business Services	Business services, agencies and firms including but not limited to advertising, computer software and system design, delivery, messenger, photocopy, stenographic, telephone answering, ticket and travel.
	Business services.
	Professional services.
Drive-in and Drive-through facilities	Business and professional uses utilizing drive-up tellers.
Entertainment and Recreation	
Campground,	Campgrounds and recreational vehicle parks.
	Private campgrounds and vacation vehicle parks
	Recreational vehicle and travel trailer parks.
	Recreational vehicle parks and campgrounds.
	Travel trailer parks.
Hunting/Fishing Club	Game preserves or hunting or fishing clubs except those involving permanent dwellings, or buildings with waste disposal facilities
	Game preserves or hunting or fishing clubs with dwellings or buildings having waste disposal facilities
Indoor Entertainment and Recreation	Health clubs, fitness centers, gyms, and athletic clubs.
	Indoor amusement and recreation services excluding video arcades displaying material of a sexual nature.
	Indoor recreational uses and structures including but not limited to theaters, gyms, skate rinks, bowling alleys and martial arts studios.
	Movie theaters.
	Picture arcades not including premises owned or operated by a public entity or premises onto which persons of any age, unaccompanied by a parent or other adult, lawfully may enter, remain and participate in all activities lawfully conducted thereon.
Outdoor Entertainment	"Drive-in" theater.
	A motor vehicle racing facility, which may include such structures as an oval track for motor vehicle racing, a road course, a dragstrip, infield service or spectator areas, spectator grandstands and related visitor-serving uses, garages and parking, service facilities for race vehicles, and restroom and meeting facilities.
	Amusement parks.
	An amphitheatre or entertainment facility for the performance of concerts or other entertainment events, including such structures and uses as restaurants and food service, parking, and concessions.
	Equestrian and rodeo events.

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
Proposed Use Group	Existing Use Group
	Marinas, sports stadiums, arenas, amphitheaters, fairgrounds, golf courses, racetracks and accessory use or uses similar to those listed as determined by the Planning Commission.
Outdoor Sports and Recreation	Commercial stables - riding academies.
	Outdoor recreational uses and structures excluding drive-in movie theaters.
	Private golf courses.
	Private or public golf courses.
	Private recreational uses such as parks, aquatic facilities, playgrounds, athletic fields, golf courses, golf driving ranges, fishing and hunting clubs.
	Riding clubs, golf courses, and country clubs.
	Shooting ranges.
Food and Beverage Sales	
Farmers Markets	None
General Market	Food and beverages including ice, dry ice and cold storage.
	Food markets including the sale of beer and wine.
	Food stores.
Liquor Stores	Liquor stores.
Food Preparation	None
Funeral Parlors and Internment Services	Cemeteries, crematories, and mausoleums.
Lodging	
Agricultural Homestays	None
Bed and Breakfast	None
Health Resort and Retreat Center	None
Hotels and Motels	Hotels and motels.
	Hotels, motels, restaurants, food service, parking and concessions.
	Lodging including hotels and motels.
	Motels, hotels, and inns.
	Restaurants, food service, and hotel and lodging facilities.
Maintenance and Repair Services	Retail sales of goods, wares or merchandise which are manufactured, renovated or repaired on the property.
Manufactured Home Sales	Manufactured home sales.
Offices	
Business and Professional	General offices including government offices.
	General offices.
	Legal services.
	Professional offices or clinics including but not limited to architectural, engineering, financial, insurance, legal, and real estate.
	Professional or government offices.
Medical and Dental	Professional offices or clinics including but not limited to medical and dental.

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
Proposed Use Group	Existing Use Group
Personal Services	
General	Barbershops, beauty parlors and similar personal service establishments. Consumer service establishments including but not limited to barbershops, dance or gymnastics studios, hair salons, health, clubs, fitness centers, gyms, athletic clubs, Laundromats, travel agencies, radio and/or TV repair, photography studio, shoe repair. Laundromats. Personal service, barbershops, beauty shops, laundries, dry cleaners, shoe repair.
Tattoo or Body Modification Parlor	Tattoo and piercing parlors.
Restaurant	Eating and drinking places. Food and beverage service and concession. Restaurants, food service, and hotel and lodging facilities. Restaurants.
With Drive-through	Eating and drinking establishments with drive up windows.
Without Drive-through	Eating and drinking establishments excluding fast-food restaurants with drive-up windows.
Retail Sales	Retail trade and consumer service establishments excluding auto sales involving outdoor storage. Retail trade and wholesale trade establishments. Retail trade establishments: appliances, apparel, automotive supplies, drugs, food, general merchandise, home improvement, home furnishing, and liquor stores.
Building Materials and Services	Building material sales yard. Building supplies store and yard. Furniture, fixtures and cabinets.
Convenience Retail	Drug stores.
General Retail	Apparel stores. Automotive supplies. Drug stores. Furniture, fixtures and cabinets. General merchandise stores. Instruments, optics, photographic equipment and supplies. Miscellaneous goods and supplies including but not limited to armaments, musical instruments, toys and games, sporting and athletic good, and artists materials. Retail stores. Specialty retail establishments including but not limited to florists, jewelers, video tape rental.
Large Format Retail	none
Nurseries and Garden Centers	Plant nurseries.

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)

<i>Proposed Use Group</i>	<i>Existing Use Group</i>
Industrial Uses	
Construction and Material Yards	Building construction and special trade contractor's shops and service yards. Building construction and special trade contractor's shops and with outdoor service yards.
Custom Manufacturing	Cabinet shop and furniture manufacturing. Cabinet shop.
General Industrial	Leather and leather products. Lumber and wood products including manufactured home, modular home and prefabricated structures. Machinery including electrical, electronic and communications. Metal products. Paper, pulp mills and paper products. Railroad car cleaning and refurbishing operation. Rubber products. Textiles.
Intensive Industrial	Asphalt and asphaltic mixtures for paving which combine sand and/or aggregate with asphalt and asphaltic materials. Bone distillation. Central mixed concrete production and distribution. Chemicals including but not limited to basic chemicals, cleaning agents, cosmetics, explosives, fertilizers, gases, medicinal and botanical products, paints, pesticides, pharmaceutical, plastics, and synthetic fibers. Concrete and asphalt mixing plants. Concrete products production from a combination of Portland cement and aggregate. Dumping, disposal, incineration, and reduction of garbage, dead animals, and refuse. Metal smelting and refining. Petroleum refining including paving and roofing materials. Ready mixed concrete production and distribution. Shrink mixed concrete production and distribution. Stone, clay, glass and concrete products. Transit mixed concrete production and distribution.
Limited Industrial	Apparel and finished products made from fabric and similar materials. Exterminating and pest control service. Pest control service. Pest control with indoor storage Pest control with outdoor storage.
Recycling Facility	
<i>Recycling Collection Facility</i>	None
<i>Recycling Processing Facility</i>	None
Research and Development	Research and development and light industrial uses and facilities, including motor vehicle testing and other research and development related to motor vehicle technology. Research laboratories.
Salvage and Wrecking	Industrial uses including wrecking yards, lumber yards and auction yards, except uses involving the use of noxious, radioactive, explosive or highly combustible materials in sufficient quantities to be incompatible with the purpose of the zone. Junkyards, automobile wrecking yards, building materials, wrecking yards, storage and baling of scraps, paper, rags, sacks and scrap metal.
Warehousing, Storage, and Distribution	

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
Proposed Use Group	Existing Use Group
<i>Auction Facilities</i>	None
<i>Chemical, Mineral, and Explosives Storage</i>	None
<i>Outdoor Storage</i>	Recreational vehicle and boat storage facilities.
<i>Personal Storage</i>	Mini Personal -storage warehouses, including boat and RV storage.
	Mini-storage warehouse.
	Mini-storage, located entirely within an enclosed structure.
<i>Indoor warehousing, Wholesaling and Distribution</i>	Distribution facilities
	Wholesale trade establishments excluding warehouses, when conducted solely within a building.
	Wholesale trade with outdoor storage
Transportation, Communication, and Utilities Uses	
Airports and Heliports	Airports refuse disposal areas, corporation yards and sewage disposal sites.
Agricultural runways & facilities	The use of implements of agriculture or aquiculture including aircraft
Communication Facilities	Public utility facilities. (Includes cell towers)
	Communication facilities
Freight/Truck Terminals and Warehouses	Parcel delivery service.
Light Fleet-based Services	Household moving and storage service.
Transportation Passenger Terminals	Bus depot.
	Transportation facilities and terminals.
Utilities, Major	Commercial or public dumping and disposal areas.
	Hydroelectric power generation facilities.
	Power generation facilities.
	Public utilities structures.
	Public utility buildings and public service or utility uses (transmission and distribution lines excepted), including but not limited to reservoirs, storage tanks, pumping stations, telephone exchanges, power stations, transformer stations, service yards and parking lots.
	Public utility buildings and public service or utility uses (transmission and distribution lines excepted).
	Public utility facilities, accessory structures, and service yards.
	Public utility facilities.
	Public utility warehouse and storage yards, pool yards, gas holders, substations, electric generating plants and transmission and distribution lines.
	Sewage treatment plan and disposal area.
	The erection, construction, alteration, or maintenance of gas, electric, water or communication transmission facilities;
	Private utility transmission and distribution lines.
	Public utility transmission and distribution lines.
	Underground public utility facilities.
Utilities, Minor	Underground public utility transmission and distribution lines.
Solar & Wind Energy Systems	
<i>Dual Purpose Solar or Wind System</i>	Dual purpose solar or wind system
<i>Small solar or wind energy system</i>	Small solar or wind energy system

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)

<i>Proposed Use Group</i>	<i>Existing Use Group</i>
Solar or Wind Farm	Solar or Wind farm
Agricultural and Natural Resource Uses	
Agricultural Labor Housing	Farm labor camps and structures for transient labor.
Agricultural Processing	Agricultural processing plants and facilities, such as wineries, distillers, dehydrators, canneries, dairies and similar agricultural uses
	Expansion of agricultural processing plants and facilities including, but not limited to, distillers, dehydrators, canneries, packing facilities and other similar uses
	Greeneries
Animal Raising	Agricultural uses including aquaculture, livestock and fowl farming
	Fish hatcheries
	Hatcheries
	Hog farms
	Livestock and fowl farming including raising, maintaining and breeding of horses, cattle, hogs, rabbits, chickens and similar livestock
	The keeping of livestock and fowl
	The operation of apiaries
Crop Production	The raising of poultry
	Agricultural uses including growing and harvesting any agricultural crop or product
	Aquiculture
	Crop farming, truck gardening, field crops, vines, vegetables and horticultural species, except tree orchards
	Growing and harvesting any agricultural crop or product
Custom Farm Services	Growing and harvesting any agricultural crop or product and the use of implements of husbandry excluding aircraft in such pursuit
	Agricultural service establishments primarily engaged in performing agricultural animal husbandry services or horticultural services to farmers
	Sales and services to farmers or farm-related activities that require ten or less parking spaces
Dairy	Dairies
Farm Machinery and Equipment, Sales and Services	Sales and services to farmers or farm-related activities
Feed and Farm Supply Store	Commercial storage and handling of agricultural chemicals
	Sales and services to farmers or farm-related activities
Grazing	Grazing
	The grazing of sheep, goats, horses, mules, swine, bovine animals and other similar domesticated quadrupeds
Mining	
Subsurface Mining	Gas exploration
	Oil and gas well drilling and operation
	Oil and gas well service and supply
	Subsurface exploration for, and extraction of, mineral resources, including oil, gas and other hydrocarbon substances, and also including geothermal energy production. Such use shall be compatible only when there is no significant disruption of the ground surface in the operations described
Surface Mining	Excavation and removal of rock, sand, gravel and other materials

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
Proposed Use Group	Existing Use Group
	Surface mining performed in conjunction with the excavation of a single pond per parcel having a storage capacity not in excess of 50 acre feet of water when such water is used for stock watering and domestic purposes
	Surface mining where the reclamation of the land is for agricultural production
Packing and Storage	
Off-site Products	None
On-site Products	None
Produce Stand	Stands for the purpose of displaying and selling agricultural, floricultural or farming products which are grown or produced on the premises as well as related agricultural products
Ranch Marketing	None
Resource Management	Management for fish and wildlife habitat or hunting and fishing
	Management for watershed
	Wildlife preserves
Sales Lot, Feed Lot, Stockyard	Animal sales yards
	Animal stock yards and feed lots
Slaughterhouse	Animal processing plants or rendering plants
	Animal slaughtering
Tasting Room	None
Timber Production	None
Timber Processing	None
Other Uses	
Accessory	A use integrally related to growing, harvesting and processing forest products, including but not limited to roads, log landings and log storage areas;
	Accessory buildings or structures required for the storage of any crops, products, equipment or uses lawfully permitted or produced on the premises.
	Accessory buildings such as garages, carports, guest dwellings, lath houses, barns, greenhouses, gardening sheds, silos and dehydrators for agricultural products which are grown or produced on the premises and similar structures which are customarily used in conjunction with and incidental to a principal use or structure.
	Accessory buildings used in conjunction with and incidental to a principal use or structure.
	Accessory uses which support the professional and business uses in the complex and are located as a tenant in a building and not occupying more than 15 percent of the total floor area of the building, including but not limited to barbershop, beauty salon, and eating and drinking establishments.
	Facilities which may be required or desirable to provide services to a sports center and amphitheatre, including water supply, water treatment, and wastewater treatment and disposal.
	Home occupation as defined in Chapter 12.95.
	One nonexpendable vacation vehicle having no permanently attached or detached accessory structures for each parcel of property under separate ownership for use only by the owner of the property and/or his guests. Sand vacation vehicles shall be maintained in a readily moveable state.
	Recreation offices, headquarters, maintenance facilities and workshops.
	Retail and commercial service uses relating to equestrian and rodeo events.

TABLE A-1: USE CORRESPONDENCES (PROPOSED TO EXISTING)	
Proposed Use Group	Existing Use Group
	Storage of materials used for the construction of a building, including the contractor's temporary office, provided such use is on the building site or immediately adjacent thereto, and provided further that such use shall be permitted only during the construction period and 30 days thereafter.
	Temporary and readily removable structures accessory to agricultural uses.
	Uses and structures which is incidental or accessory to permitted uses.
	Windmills and domestic storage tanks.
	Windmills, tank houses, buildings or shelters for farm equipment and machinery, water wells, water reservoirs and storage tanks.
Special Events	N/A
	Temporary uses as defined in Chapter 12.105.
Temporary Uses	Up to four (4) model homes, a temporary building used as a contractor's office, a contractor's storage and construction yard, and a real estate sales office in connection with marketing of a new subdivision in accordance with Section 12.10.700A(1)(i).

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Finance and Administration Committee





The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
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Date: December 10, 2013
To: Finance & Administration Committee *RB/GM*
From: Robert Bendorf, County Administrator
By: Grace Mull, Management Analyst
Re: Auto Service Fund Reconciliation

Recommendation

It is recommended the Board of Supervisors approve Auto Service Fund reimbursements and authorize Auditor-Controller to transfer funds.

Background

Staff has been working with Administrative Services over the last few years to determine an adequate reserve level for the Auto Service Fund to support current and future fleet operations. Administrative Services performed an analysis of the fund, including current and projected operating costs, down payments required for future replacement vehicles, offsets from sales proceeds for the sale of older vehicles, and potential extraordinary vehicle repairs.

Discussion

The Auto Service Fund has maintained a fund balance in excess of \$800,000 over the last few years, primarily due to the transition from a county owned pool to a lease pool and the income generated from vehicle sales when the change occurred. Administrative Services recommends disbursement of \$500,000, while maintaining a conservative reserve level for unanticipated vehicle repairs and replacement.

Based on the number of vehicles currently within the Auto Service Fund for FY 13/14, a ratio was developed and applied to the \$500,000. There are currently 70 vehicles assigned to County departments. 28 or 40% of the vehicles are within the General Fund and 42 or 60% are within Non-General Fund departments.

In order to reconcile and credit Non-General Fund departments, it is recommended to charge their monthly Auto Service Fund charges against their credit amount until the credits have been eliminated.

Staff is recommending that the General Fund portion of \$200,000 be transferred from the Auto Service Fund to the Capital Outlay Account. This is consistent with Board policy to use the revenue for one- time expenses.

Fiscal Impact

There will be a positive impact to the General Fund as funds transferred into the Capital Outlay Account will be reserved for future one-time needs.

ASF Credit Disbursement Summary

\$500,000

Dept	BU	Qty	Monthly Rate	Annual Rate	Ratio by # Veh	Credit
Ag Commissioner	101-3400	7	\$3,720	\$44,640	0.100000	\$50,000
Assessor	101-0600	1	\$520	\$6,240	0.014286	\$7,143
Custodial	101-0950	1	\$820	\$9,840	0.014286	\$7,143
Bldgs & Grounds	101-0900	4	\$2,480	\$29,760	0.057143	\$28,572
Code Enforcement	101-3600	2	\$1,250	\$15,000	0.028571	\$14,286
District Attorney	108-2500	2	\$1,090	\$13,080	0.028571	\$14,286
Juvenile Hall	108-3000	2	\$1,340	\$16,080	0.028571	\$14,286
OES	101-4200	1	\$520	\$6,240	0.014286	\$7,143
Probation	101-3100	7	\$4,230	\$50,760	0.100000	\$50,000
Public Guardian	101-4100	1	\$545	\$6,540	0.014286	\$7,143

Total General Fund

28 16515 198180 0.400000 \$200,000

Transfer from ASF 150 to
County Capital Outlay
Account 200

Dept	BU	Qty	Monthly Rate	Annual Rate	Ratio by # Veh	Credit
Airport	130-9500	1	\$490	\$5,880	0.014286	\$7,143
Bldg Inspection	101-3500	4	\$3,080	\$36,960	0.057143	\$28,571
Child Support	107-2600	2	Per Use	Per Use	0.028571	\$14,286
Env Health	101-4800	5	\$4,095	\$49,140	0.071429	\$35,715
Health Services	106-4700	4	\$1,975	\$23,700	0.057143	\$28,571
Human Services	100-5200	21	\$10,760	\$129,120	0.300000	\$150,000
Housing	101-6700	1	\$570	\$6,840	0.014286	\$7,143
TRLIA	805-3350	1	\$495	\$5,940	0.014286	\$7,143
Victim Witness	101-3110	3	\$1,695	\$20,340	0.042857	\$21,429

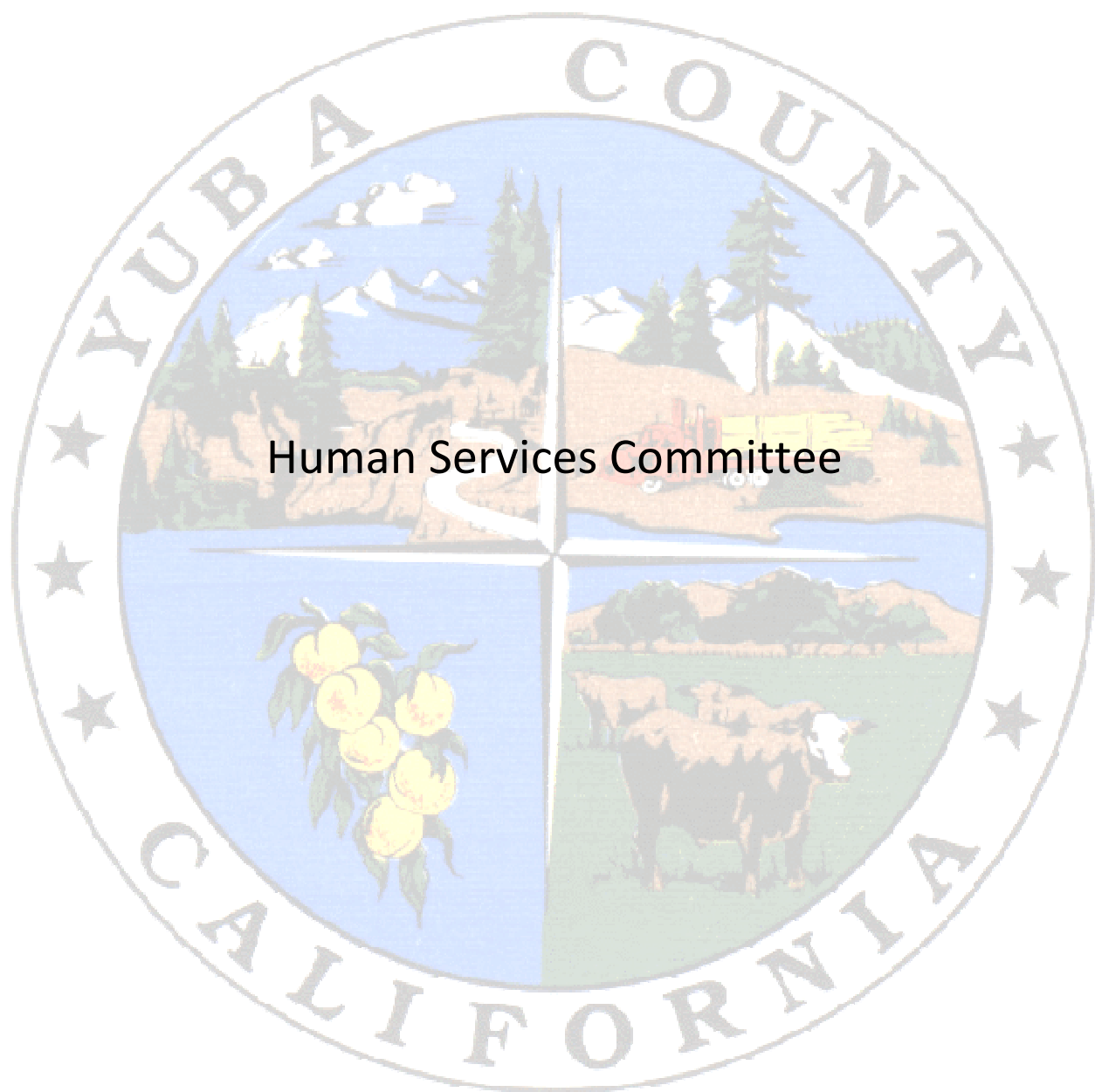
Total Non-General Fund

42 23160 277920 0.600000 \$300,000

Charge against departmental credit
until credit eliminated

Grand Total 70 \$39,675 \$476,100 1.000000 \$500,000

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Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



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

TO: Human Services Committee
Yuba County

FROM: Suzanne Nobles, Director
Health & Human Services Department

DATE: December 10, 2013

SUBJECT: Resolution of the Board of Supervisors to Enter into Agreement with the California Department of Public Health for Immunization Project Subvention Funds and authorization for Chairman to execute documents required by this agreement.

RECOMMENDATION: Board of Supervisors' approval of the Resolution authorizing the Health and Human Services Department to enter into the Agreement with the California Department of Public Health (CDPH) for Immunization Project Subvention Funds and authorization for the Chairman to execute documents as required by this Agreement; and, approval of the Agreement with CDPH for Immunization Project Subvention Funds for the term of July 1, 2013, through June 30, 2017, is recommended.

BACKGROUND: The Health and Human Services Department is applying for continuing funding through CDPH in the amount of \$25,000.00 per fiscal year to increase the immunization levels of infants and toddlers and to establish an adult vaccination program. Sections 120325-120380 of the Health and Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. County Health Officers are required to organize and maintain a program to make required immunizations available. This Agreement will assist the County in defraying costs of the mandated immunization program.

DISCUSSION: The Agreement with CDPH will assist Yuba County in expanding immunization services, promote best practices and improve coverage rates among children, adolescents and adults through the development of partnerships and collaboration. This Agreement will aid in providing education and training opportunities, materials, and information to health care providers, schools and child care centers, community organizations, and the general public to promote best practices for immunization and raise awareness about the importance of immunizations in the prevention of serious illnesses.

FISCAL IMPACT: Approval of the resolution and subsequent Agreement will not impact County General Funds. There is no County match requirement.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**AUTHORIZE THE YUBA COUNTY HEALTH)
AND HUMAN SERVICES DEPARTMENT TO)
ENTER INTO AGREEMENT WITH THE STATE)
OF CALIFORNIA, DEPARTMENT OF PUBLIC)
HEALTH, FOR IMMUNIZATION PROJECT)
SUBVENTION FUNDS FOR THE PERIOD OF)
JULY 1, 2013-JUNE 30, 2017; AND AUTHORIZE)
CHAIRMAN TO EXECUTE DOCUMENTS AS)
REQUIRED BY THE AGREEMENT AND ANY)
PERTINENT DOCUMENTS RELATED TO THIS)
PROGRAM, AND TO AUTHORIZE)
ACCEPTANCE OF FUNDS)**

Resolution No. _____

WHEREAS, the State of California has made funds available to local health departments to expand their immunization services and increase the immunization levels of infants, toddlers and adults; and

WHEREAS, it is in the best interest of the residents of the County of Yuba to increase the availability of immunization services to children and adults within the community through the Health and Human Services Department, Health Division immunization programs and to establish an adult vaccination program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the submission of the Standard Agreement to the California Department of Public Health for Immunization Project Subvention Funds is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Chairman is hereby authorized to accept \$25,000.00 per year for the four-year period from July 1, 2013 through June 30, 2017 and any subsequent funds awarded for the stated period; to execute, upon review and approval of the County Counsel, documents as required by the grant contract for the stated four-year period; to authorize and execute the allocation of funds for the stated four-year period.

AND BE IT FURTHER RESOLVED the Chairman is granted permission to amend contracts for additional or lesser funding, and 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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AND BE IT FURTHER RESOLVED the Chairman is granted permission to amend contracts for additional or lesser funding, and 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.

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:

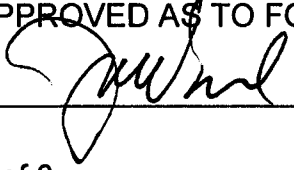
ABSENT:

ABSTAIN:

_____, Chair of the Board

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

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



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



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

TO: Human Services Committee
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: December 10, 2013

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to apply for the Maternal, Child and Adolescent Health (MCAH) Grant

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD) to apply for the California Department of Public Health (CDPH) Maternal Child and Adolescent Health (MCAH) Grant for the period of July 1, 2013 through June 30, 2014; and further authorizing the Chair of the Board to accept funds and to execute documents as required by this application and any pertinent document related to this program and the acceptance of funds.

BACKGROUND: Since 2007, Yuba County, through its Health and Human Services Department, has received MCAH program funds to develop policies and standards, and conduct activities aimed at improving the health and well-being of the women, children and families of Yuba County.

DISCUSSION: Yuba County's allocation for the new funding period of July 1, 2013, through June 30, 2014, is \$144,433. The approval of this Board Resolution will authorize HHSD to apply for the funds and will authorize the Chair to execute the annual Agreement Funding Application (AFA)/Update form.

FISCAL IMPACT: Approval of this Resolution will not impact County General Funds. The County portion for the MCAH Grant (\$29,245) is funded by Public Health Realignment.

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

**RESOLUTION AUTHORIZING THE HEALTH)
AND HUMAN SERVICES DEPARTMENT TO)
APPLY TO THE CALIFORNIA DEPARTMENT)
OF PUBLIC HEALTH FOR MATERNAL,)
CHILD AND ADOLESCENT HEALTH (MCAH))
GRANT FUNDS FOR THE PERIOD OF JULY)
1, 2013 THROUGH JUNE 30, 2014, AND)
FURTHER, AUTHORIZE THE CHAIR OF THE)
BOARD TO EXECUTE DOCUMENTS AS)
REQUIRED BY THE APPLICATION AND ANY)
PERTINENT DOCUMENTS RELATED TO)
THIS PROGRAM AND THE ACCEPTANCE)
OF FUNDS)**

Resolution No. _____

WHEREAS, the State of California has made grant funds available for the purpose of improving the health and well being of women, children, adolescents, and families; and

WHEREAS, it is in the best interest of its residents for the County of Yuba to apply for and utilize the grant funds for the improvement of the health and well being of its resident women, children, adolescents, and families, particularly those who are low income.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the submission of an application to the California

Department of Public Health for Maternal, Child and Adolescent Health (MCAH) grant funds is hereby authorized; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, as follows: that the Chair of the Board is hereby authorized to accept One Hundred Forty-Four Thousand Four Hundred and Thirty-Three Dollars (\$144,433) for the period July 1, 2013, through June 30, 2014; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant contract for the stated period; to allocate and transfer funds for the stated period; to amend contracts for additional or lesser funding, and to execute amend-

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ments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded. A copy of said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

County of Yuba


By:

Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM


Angil P. Morris-Jones,
Yuba County Counsel

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2013-14 (LHJs)/2012-13 to 2014-15 (CBOs)**

AGREEMENT FUNDING APPLICATION (AFA)/UPDATE FORM *

At the beginning of each fiscal year Agencies are required to submit this AFA Form along with their AFA Package, which requires certification signatures (original signatures, no stamps allowed). This form should also be used when submitting updates that occur during the fiscal year. Update submissions do not require certification signatures.

The Agency Identification Information section must be completed each time this form is submitted.

* Note: Agreement refers to Allocations for LHJs or Grants for CBOs.

AGENCY IDENTIFICATION INFORMATION

**Any program related information being sent from the CDPH MCAH Division
will be directed to the MCAH and/or AFLP Director.**

Please check the applicable "Program" boxes below: changes being submitted:

☒ MCAH ☐ AFLP ☐ BIH ☐ FIMR ☐ CHVP

Fiscal Year: 2013-14 Update Effective: _____ (only required when submitting updates)

Agreement Number:	201358			APPROVED FORM
Federal Employer ID#:	94-6000549	ANGIL P. MORRIS-JONES		
Complete Official Agency Name:	YUBA COUNTY HEALTH & HUMAN SERVICES DEPARTMENT PUBLIC HEALTH DIVISION			
Business Office Address:	5730 Packard Avenue, Suite 100, Marysville, CA 95901			
Agency Phone:	(530) 749-6311		Agency Fax: (530) 749-6281	
Agency Website Address:	http://www.co.yuba.co.us/departments/hhsd/publichealth			

1 AGENCY DIRECTOR

Name:	Suzanne Nobles				
Title:	Director, Health and Human Services Department				
Mailing Address:	5730 Packard Avenue, Suite 100				
City:	Marysville			Zip:	95901
Phone:	(530) 749-6271	Ext.		FAX:	(530) 749-6281
E-Mail Address:	snobles@co.yuba.ca.us				

2 BOARD INFORMATION					
Clerk of the Board <input checked="" type="checkbox"/>			Chair Board of Supervisors <input type="checkbox"/>		
Title:	Donna Stottlemeyer				
Mailing Address:	915 8 th Street, Suite 109				
City:	Marysville			Zip:	95901
Phone:	(530) 749-7511	Ext.		FAX:	(530) 749-7353
E-Mail Address:	dstottlemeyer@co.yuba.ca.us				

3 OFFICIAL AUTHORIZED TO COMMIT AGENCY					
Name:	Andy Vasquez, Jr.				
Title:	Chairman of the Board				
Mailing Address:	915 8 th Street, Suite 109				
City:	Marysville			Zip:	95901
Phone:	(530) 749-7510	Ext.		FAX:	(530) 749-7353
E-Mail Address:	hstocker@co.yuba.ca.us				

4 FISCAL OFFICER					
Name:	Radell Sharrock				
Title:	Fiscal Manager				
Mailing Address:	5730 Packard Avenue, Suite 100				
City:	Marysville			Zip:	95901
Phone:	(530) 749-6834	Ext.		FAX:	(530) 749-6281
E-Mail Address:	rsharrock@co.yuba.ca.us				

5 MCAH DIRECTOR (Please check box if MCAH and AFLP Director are the same) <input type="checkbox"/>					
Name:	Alexandra Hadley				
Title:	PHN III				
Mailing Address:	5730 Packard Avenue, Suite 100				
City:	Marysville			Zip:	95901
Phone:	(530) 749-6773	Ext.		FAX:	(530) 749-6397
E-Mail Address:	ahadley@co.yuba.ca.us				

6 MCAH COORDINATOR (Only complete if different from #5)					
Name:	Ann Soliday				
Title:	PHN I				
Mailing Address:	5730 Packard Avenue, Suite 100				
City:	Marysville			Zip:	95901
Phone:	(530) 749-6785	Ext.		FAX:	(530) 749-6397
E-Mail Address:	asoliday@co.yuba.ca.us				

7 MCAH BUDGET CONTACT					
Name:	Donna Paterno				
Title:	Accounting Technician				
Mailing Address:	5730 Packard Avenue, Suite 100				
City:	Marysville			Zip:	95901
Phone:	(530) 749-6749	Ext.		FAX:	(530) 749-6281
E-Mail Address:	dpaterno@co.yuba.ca.us				

8 MCAH INVOICE CONTACT (Only complete if different from #7)					
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

9 PERINATAL SERVICES COORDINATOR (PSC)					
Name:	Alexandra Hadley				
Title:	PHN III				
Mailing Address:	5730 Packard Avenue, Suite 100				
City:	Marysville			Zip:	95901
Phone:	(530) 749-6773	Ext.		FAX:	(530) 749-6397
E-Mail Address:	ahadley@co.yuba.ca.us				

10 AFLP DIRECTOR (Only complete if different from MCAH Director)

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

11 AFLP COORDINATOR (Only complete if different from #10)

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

12 AFLP BUDGET CONTACT

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

13 AFLP INVOICE CONTACT (Only complete if different from #12)

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

14 BLACK INFANT HEALTH (BIH) COORDINATOR

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

15 BIH BUDGET CONTACT

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

16 BIH INVOICE CONTACT (Only complete if different from #15)

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

17 FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

18 SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR / CONTACT

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

**19 CALIFORNIA HOME VISITING PROGRAM (CHVP) COORDINATOR/
NURSING SUPERVISOR**

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

20 OTHER

Name:	Delellis York				
Title:	Supervising PHN				
Mailing Address:	5730 Packard Avenue, Suite 10				
City:	Marysville			Zip:	95901
Phone:	530-749-6742	Ext.		FAX:	530-749-6397
E-Mail Address:	dyork@co.yuba.ca.us				

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) related program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that this MCAH related program will comply with the MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that this MCAH related program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that this MCAH related program may be subject to all sanctions or other remedies applicable if this MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original Signature of Official authorized to
commit the Agency to an MCAH Agreement

Chairman of the Board of Supervisors
Title

Andy Vasquez, Jr.
Name (Type or Print)

Date

Original Signature of MCAH/AFEP Director

Public Health Nurse III
Title

Alexandra Hadley
Name (Type or Print)

11-21-13
Date

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT


Suzanne Nobles, Director

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



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

TO: Human Services Committee
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: December 10, 2013

SUBJECT: Resolution of the Board authorizing the Director of Health and Human Services to Execute the Agreement for Professional Services, and any amendments or pertinent documents, with Sierra Forever Families for Adoption Services

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Director of the Yuba County Health and Human Services Department (YCHHSD) to enter into a standard agreement with Sierra Forever Families (SFF) for the provision of adoption services for a three year period of January 1, 2014, through December 31, 2016.

BACKGROUND: Adoption services play a vital role in the permanent placement of Yuba County's children who have been relinquished for adoption. The California Department of Social Services was the adoption agency for Yuba County until July 1, 2013, at which time YCHHSD became the authorized adoption agency for Yuba County. Pursuant to Welfare and Institutions Code Sections 16100-16106, a county adoption agency may contract for services with a licensed private adoption agency to facilitate adoptive placement.

DISCUSSION: YCHHSD would like to enter into agreement with SFF to provide assistance with adoption services to expedite the permanent placement of children who are in out-of-home care. SFF is a California Non-Profit Public Benefit Corporation licensed by the State of California to provide adoption services. SFF receives reimbursement for services from the State Private Adoption Agency Reimbursement Program (PAARP).

FISCAL IMPACT: Approval of the Resolution to enter into Agreement with SFF will not impact County General Funds as reimbursement for services will be provided by PAARP.

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

**RESOLUTION AUTHORIZING THE)
YUBA COUNTY HEALTH AND HUMAN)
SERVICES DEPARTMENT TO ENTER)
INTO AND EXECUTE, ON BEHALF OF)
THE COUNTY OF YUBA, AN)
AGREEMENT WITH SIERRA FOREVER)
FAMILIES FOR THE PROVISION OF)
ADOPTION SERVICES FOR THE)
PERIOD OF JANUARY 1, 2014)
THROUGH DECEMBER 31, 2017, AND)
FURTHER AUTHORIZING THE)
DIRECTOR TO EXECUTE DOCUMENTS)
AS REQUIRED BY THIS AGREEMENT)**

RESOLUTION NO. _____

WHEREAS, during the period of July 1, 2012, through June 30, 2013, the Yuba County Health and Human Services Department, (YCHHSD) coordinated with the California Department of Social Services to transition adoption services from the state to the county; and

WHEREAS, effective July 1, 2013, YCHHSD became the authorized county adoption agency for the County of Yuba to perform the home-finding and placement functions, to investigate, examine, make reports upon petitions for adoption, and to perform such other functions in connection with the adoption as the department deems necessary; and

WHEREAS, pursuant to Welfare and Institutions Code Sections 16100-16106, a county adoption agency may contract for services with a licensed private adoption agency to facilitate adoptive placement; and

WHEREAS, YCHHSD would like to enter into agreement with Sierra Forever Families (SFF) for the term of January 1, 2014, through December 31, 2017, for the provision of assistance with adoption services to expedite the permanent placement of Child Welfare Services' children who are in out-of-home care. SFF is a California Non-Profit Public Benefit Corporation licensed by the State of California to provide adoption services; and

WHEREAS, YCHHSD will not provide compensation to SFF for the provision of adoption services. SFF will be responsible for seeking reimbursement for services from the California Department of Social Services Private Adoption Agency Reimbursement Program.

NOW, THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors that the Director of YCHHSD is hereby authorized, upon review and approval of County Counsel, to enter into and execute a standard Professional Services Agreement with SFF and the Director is granted permission to execute any amendments to the agreement and documents as may be required by the agreement.

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

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

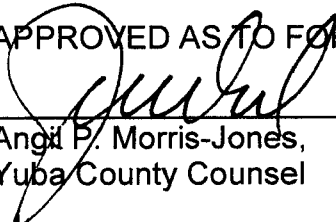
ABSTAIN:

County of Yuba

By: _____
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Angil P. Morris-Jones,
Yuba County Counsel

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and Sierra Forever Families ("CONTRACTOR") for the provision of adoption services

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

2. TERM.

Commencement Date: January 1, 2014

Termination Date: December 31, 2016

The term of this Agreement shall become effective on January 1, 2014, and shall continue in force and effect for a period of three (3) years unless sooner terminated in accordance with the terms of this Agreement.

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

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be renewed by COUNTY under a new agreement following expiration or termination of this Agreement and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue such services from CONTRACTOR.

3. FISCAL PROVISIONS.

Fiscal provisions to this Agreement are set forth in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Health and Human Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. Bob Herne, Executive Director, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Fiscal Provisions
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Confidentiality Provisions Statements

9. TERMINATION

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2013.

"COUNTY"

"CONTRACTOR"

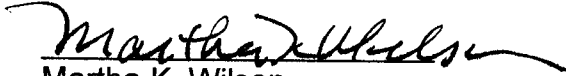
COUNTY OF YUBA

SIERRA FOREVER FAMILIES

Suzanne Nobles, Director
Yuba County Health and Human
Services Department

Bob Herne,
Executive Director

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil P. Morris-Jones
County Counsel

ATTACHMENT A SERVICES

SCOPE OF SERVICES AND DUTIES.

A.1 COUNTY SCOPE OF RESPONSIBILITIES AND DUTIES. COUNTY referring Social Workers shall:

- A.1.1** Refer adoption cases to CONTRACTOR;
- A.1.2** Note on the conversion referral form if training is a mandatory requirement for the referred family during the home study process;
- A.1.3** Provide the Jurisdiction and Disposition report and the current court report to CONTRACTOR to aid in the assessment process;
- A.1.4** Alert CONTRACTOR if any reasons arise that warrant a family being place on hold; and
- A.1.5** Make themselves, available along with Supervising Social Worker, if case "staffing" is needed.

A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES. CONTRACTOR agrees to closely coordinate the following services with COUNTY:

- A.2.1** Ensure CONTRACTOR Conversion Coordinator is readily available to COUNTY for services provided through referral:
 - A.2.1.1** CONTRACTOR Conversion Coordinator will confirm receipt of the referral with the referring COUNTY Social Worker;
 - A.2.1.2** CONTRACTOR Conversion Coordinator will track referrals and complete the CONTRACTOR monthly status reports. CONTRACTOR shall provide COUNTY with a copy of the monthly status reports by the 10th day of each month.
- A.2.2** Ensure the CONTRACTOR Family Developer provides a home visit to the family within 3-4 weeks of receiving the referral from COUNTY:
 - A.2.2.1** The CONTRACTOR Family Developer will immediately notify the COUNTY Social Worker and the CONTRACTOR Conversion Coordinator if the family is unresponsive;

A.2.2.2 The CONTRACTOR Family Developer will notify the COUNTY Social Worker and the CONTRACTOR Conversion Coordinator if unable to meet with the family within a two (2) month time frame; and

A.2.2.3 The CONTRACTOR Family Developer will work with the family and the CONTRACTOR home study worker to collect the required documents.

A.2.3 CONTRACTOR home studies will be completed within six (6) months of COUNTY referral with the cooperation of the family to be studied. CONTRACTOR will provide COUNTY with a report of the home study within twenty (20) days of completion;

A.2.4 CONTRACTOR will notify COUNTY Social Workers of any delays and will staff any areas of concern with the CONTRACTOR Home Study Assessor and supervisor;

A.2.5 CONTRACTOR will provide multiple training opportunities for families to attend including the Parent Resources for Information, Development and Education (PRIDE) training (17 hour course – targets unmatched families) and Adoption Module (6 hour course - targets matched families);

A.2.6 CONTRACTOR will facilitate monthly support groups and topical trainings throughout the year; and

A.2.7 CONTRACTOR Social Workers will attend the Adoption Placement Agreement (APA) with the family and complete the finalization documents. CONTRACTOR shall provide COUNTY with a copy of the finalization documents within thirty (30) days of completion.

A.3. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as mutually agreed upon by the COUNTY and CONTRACTOR.

A.4. MANNER SERVICES ARE TO BE PERFORMED. As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.5. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at their sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

FISCAL PROVISIONS

B.1 FISCAL PROVISIONS: There will be no reimbursement for services rendered by COUNTY to CONTRACTOR pursuant to this Agreement.

- CONTRACTOR is responsible for seeking reimbursement for services from the California Department of Social Services Private Adoption Agency Reimbursement Program (PAARP). CONTRACTOR understands that COUNTY will not provide compensation to CONTRACTOR for services, the reimbursement will be solely from the PAARP; and
- COUNTY will assist CONTRACTOR in obtaining the correct documentation needed in order for CONTRACTOR to invoice the state PAARP to include, but not limited to, the AAP 4 - Eligibility Certification form.

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY and/or CONTRACTOR for the purposes of this Agreement are not made available to and/or CONTRACTOR.

C.3 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR'S employees will execute appropriate certifications relating to reporting requirements.

C.4 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.5 INSPECTION. CONTRACTOR'S performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.6 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.7 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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C.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C. 9 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY'S Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C. 10 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY'S representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C. 11 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

C. 12 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.SAM.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation.

CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

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D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR'S financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to YCHHSD:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Ste.111
Marysville, CA 95901

If to SFF:

Bob Herne, Executive Director
8928 Volunteer Lane Suite #100
Sacramento, CA 95826

ATTACHMENT E
INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

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

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy,

confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

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

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

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

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

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

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

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

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

Bob Herne, Executive Director

**Yuba County Health
and Human Services
Department**

Memo

To: Donna Stottlemeyer, Clerk of the Board
From: Jolene Harper, Admin. Analyst
Date: November 25, 2013
Re: Agreement with YCOE for Employment Services and Assessments for CalWORKs

Attached please find the Committee and the Board of Supervisor packets for the December 10th and 17th meetings. The original agreement is not attached. Martha still needs to sign it. I will bring you the original as soon as it is signed.

Thank you for your understanding and flexibility in this matter. Please let me know if you have any questions or concerns.

Thank you.

Kurt Dec 17 packet

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



**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: December 17, 2013

SUBJECT: Agreement with the Yuba County Office of Education for
Employment Services and Assessments for CalWORKs

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and the Yuba County Office of Education to administer occupational aptitude assessments and provide assistance with job search activities at the Yuba County One Stop Resource Center under the CalWORKs program in the amount of \$175,617.00 for the period of January 1, 2014 through June 30, 2015.

BACKGROUND: Through this new agreement, Yuba County Office of Education will administer occupational aptitude assessments and assist CalWORKs customers with job searching activities at the Yuba County One Stop Resource Center. Vocational assessments are the first step in the career planning process. Social Workers interpret assessment results which are used to determine suitable education and training activities for CalWORKs customers. Job search activities provided at the Yuba County One Stop Resource Center include assistance with developing resumes, completing applications, accessing labor market information and certifying typing speeds. These services will eliminate barriers to employment for CalWORKs customers and provide the ultimate goal of becoming self-sufficient.

DISCUSSION: The services provided under this Agreement will assist participants in achieving self-sufficiency by preparing them for unsubsidized employment, as well as creating job opportunities.

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

FISCAL IMPACT: This Agreement will not impact County General Funds, as the \$175,617.00 in costs for services under this Agreement will be funded through the CalWORKs allocation.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for employment services and assessments at the Yuba County One Stop, ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and Yuba County office of Education ("CONTRACTOR").

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-4.

2. TERM.

Commencement Date: January 1, 2014

Termination Date: June 30, 2015

The term of this Agreement shall become effective on January 1, 2014, and shall continue in force and effect for a period of one (1) year(s) and six (6) months, unless sooner terminated in accordance with the terms of this Agreement.

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

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A."

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. CONFIDENTIALITY PROVISIONS.

At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR must maintain compliance with confidentiality regulations as set forth in Attachment "F."

8. DESIGNATED REPRESENTATIVES.

The Director of YCHHSD is the representative of the COUNTY and will administer this Agreement for the COUNTY. The Yuba County One Stop Director is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

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9. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment F – Confidentiality Provisions and Statements
Attachment G – Budget
Attachment H – Invoice Format

10. TERMINATION.

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2013.

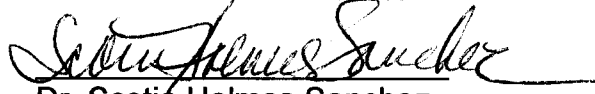
"COUNTY"

COUNTY OF YUBA

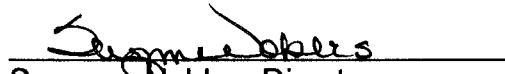
_____, Chair
Yuba County Board of Supervisor

"CONTRACTOR"

YUBA COUNTY
OFFICE OF EDUCATION


Dr. Scotia Holmes Sanchez
Superintendent of Schools
Yuba County Office of Education

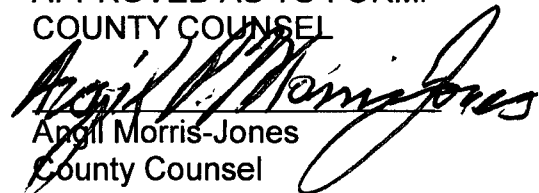
RECOMMENDED FOR APPROVAL:


Suzanne Nobles, Director
Yuba County Health and
Human Services Department

INSURANCE PROVISIONS APPROVED:

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


April Morris-Jones
County Counsel

ATTACHMENT A SERVICES

A.1 GENERAL.

CONTRACTOR agrees to provide a full-time equivalent (FTE) Training and Employment Counselor I (TEC I) staff person to provide employment services assessments at the Yuba County One Stop.

A.2 CONTRACTOR SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.2.1. For GED preparation courses, CONTRACTOR agrees:

- A. Provide employment related services to CalWORKs participants and the general public conducting business or seeking services in the Yuba County One Stop.
- B. Educate CalWORKs participants and the general public on available services and tools in the Yuba County One Stop Resource Room. Assist with job search activities and provides information on appropriate employment or training resources.
- C. Administer the Career Ability Placement Survey (CAPS), Career Occupational Preference System (COPS) and Career Orientation Placement Evaluation Survey (COPEs) assessments on a weekly basis. Provide comprehensive assessment results to the Yuba county Program Manager within five business days of testing date.
- D. Conduct ongoing research to identify employment and training opportunities for program participants.
- E. Ensure that CalWORKs participants complete a sign-in sheet at each assessment session. Deliver attendance sheets to the Yuba County Program Manager within five business days.

A.3. TIME SERVICES RENDERED.

The Tech I staff person will be scheduled to work Thirty Seven and half (37.5) hours per week at the One Stop and flexible to meet the needs of both Yuba County CalWORKs program and client needs.

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A.4. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

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ATTACHMENT B PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed One Hundred Seventy Five Thousand Six Hundred Seventeen Dollars (\$175,617.00), payable in the following increments, as specified in Attachment G-Budget:

<u>Budget Time Period</u>	<u>Expenditure Budget</u>
January 1, 2014 –June 30, 2014	\$ 58,539.00
July 1, 2014 – June 30, 2015	\$117,078.00
TOTAL	\$175,617.00

In no event shall total compensation paid to CONTRACTOR under Provision B.1 exceed One Hundred Seventy Five Thousand Six Hundred Seventeen Dollars (\$175,617.00), without an amendment to this Agreement mutually agreed to by both parties in writing.

B.1.1 Payment for services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit monthly invoices (with back-up documentation for all direct service charges attached) in a format in accordance with Attachment H – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

B.1.1.2 For services rendered for the quarter of April through June for each fiscal year during the term of this Agreement, CONTRACTOR shall submit a quarterly invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the actual services rendered in the months of April and May and estimated costs of services to be rendered in June for each fiscal year no later than June 10th. CONTRACTOR shall submit a final quarterly invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services for each fiscal year. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by

YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

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ATTACHMENT C ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement will be null, void, and not enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Civil Adult Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website:
<http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

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C.7 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.8 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.9 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.SAM.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT D GENERAL PROVISIONS

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

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

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

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

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

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

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

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards

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

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

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

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

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

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

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR,

the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available

hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in

several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that

is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Suzanne Nobles
Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Dr. Scotia Holmes Sanchez
Superintendent of Schools
Yuba County Office of Education
935 14th Street
Marysville, CA 95901

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ATTACHMENT E INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be

received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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**ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS**

F.1 INTRODUCTION.

For the purposes of carrying out a contract for General Education Diploma (GED) preparation courses entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

F.2.1 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in

any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Kathy Cole, Yuba County Privacy Officer
Phone: (530) 749-6382 or (530) 749-6311

E-Mail: kcole@co.yuba.ca.us

Fax: (530) 749-6281

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

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

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

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

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

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

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR


(Signature)

Dr. Scotia Holmes Sanchez,

Superintendent of Schools

(Print Name and Title)

ATTACHMENT G BUDGET

BUDGET FY 2013/14					
January 1, 2014 - June 30, 2014					
PERSONNEL EXPENSE					TOTALS
	Salary	% FTE	# of Periods	Total	
Tech 1	\$2,062.00	100%	6	\$ 12,372.00	
Subtotal:				\$ 12,372.00	
BENEFITS EXPENSE					
	Salary	% of Total Salary	Total		
PERS	\$ 12,372.00	11.417%	\$ 1,413.00		
MEDI	\$ 12,372.00	1.145%	\$ 142.00		
UI	\$ 12,372.00	1.100%	\$ 136.00		
Staff Development-Continuing	\$ 12,372.00	1.500%	\$ 186.00		
WC	\$ 12,372.00	1.964%	\$ 243.00		
Subtotal:				\$ 2,120.00	
HEALTH INSURANCE EXPENSE					
	Amount		# of Periods	Total	
Health	\$898.00		6	\$ 5,388.00	
Subtotal:				\$ 5,388.00	
Total Personnel, Benefits and Health Budget:					\$ 19,880.00
OPERATING COSTS					
	Description		Total		
Office Supplies	General Office Supplies		\$150.00		
Communications/Tech	IT Contract		\$ 521.00		
Subtotal:				\$ 671.00	
Total Operating Costs Budget:					\$ 671.00
DIRECT COSTS					
	Amount/person	Mo. Avg	# of periods	Total	
Assessments	\$120.00	20	6	\$14,400.00	
Subtotal:				\$ 14,400.00	
Total Direct Costs Budget:					\$ 14,400.00
ADMINISTRATIVE COST					
	%	Total Budget			
Administrative Cost*	10%	\$ 19,880.00			
*10% Personnel, Benefits and Health					
TOTAL ANNUAL COST:					\$ 36,939.00

**ATTACHMENT G
BUDGET-Continued**

BUDGET FY 2014/15					
July 1, 2014 - June 30, 2015					
PERSONNEL EXPENSE					TOTALS
	Salary	% FTE	# of Periods	Total	
Tech 1	\$2,062.00	100%	12	\$ 24,744.00	
Subtotal:				\$ 24,744.00	
BENEFITS EXPENSE					
	Salary	% of Total Salary	Total		
PERS	\$ 24,744.00	11.417%	\$ 2,826.00		
MEDI	\$ 24,744.00	1.145%	\$ 284.00		
UI	\$ 24,744.00	1.100%	\$ 273.00		
Staff Development-Continuing	\$24,744.00	1.500%	\$ 372.00		
WC	\$24,744.00	1.964%	\$ 486.00		
Subtotal:				\$ 4,241.00	
HEALTH INSURANCE EXPENSE					
	Amount	# of Periods	Total		
Health	\$898.00	12	\$ 10,776.00		
Subtotal:				\$ 10,776.00	
Total Personnel, Benefits and Health Budget:					\$ 39,761.00
OPERATING COSTS					
	Description	Total			
Office Supplies	General Office Supplies	\$300.00			
Communications/Tech	IT Contract	\$ 1,041.00			
Subtotal:				\$ 1,341.00	
Total Operating Costs Budget:					\$ 1,341.00
DIRECT COSTS					
	Amnt/person	Mo. Avg	# of periods	Total	
Assessments	\$120.00	20	12	\$28,800.00	
Subtotal:				\$ 28,800.00	
Total Direct Costs Budget:					\$ 28,800.00
ADMINISTRATIVE COST					
	%	Total Budget			
Administrative Cost*	10%	\$ 39,761.00			
*10% Personnel, Benefits and Health					\$ 3,976.00
TOTAL ANNUAL COST:					\$ 73,878.00

ATTACHMENT H INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number	
Yuba County Office of Education 935 14th Street Marysville, CA 95901		Dr. Scotia Holmes, Superintendent of Schools Phone: Fax:	
Program		Period of Service	
CalWORKs-Assessments			
Personnel Position/Class	Salary	% of Time	Amount
Tech 1		100%	\$ -
Benefits			
	Salary	% of benefits	Amount
PERS	\$ -	11.417%	\$ -
MEDI	\$ -	1.145%	\$ -
UI	\$ -	1.100%	\$ -
Staff Development-Continuing	\$ -	1.500%	\$ -
WC	\$ -	1.964%	\$ -
Health Insurance		Amount	# of Periods
Health		\$ 898.00	\$ -
Operating Expenses			
Description			Amount
Office Supplies			\$ -
Communications/Tech			\$ -
Direct Expenses			
	Amount	# of Periods	Amount
Assessments			\$ -
Administrative Expense			
	%	Personnel Expense	Amount
Administrative Expense	10%	\$ -	\$ -
GRAND TOTAL			\$ -

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signer

Date

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