

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.

AUGUST 25, 2015

8:30 A.M. YUBA COUNTY WATER AGENCY Agenda and background

9:20 A.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES

1. **ROLL CALL** - Directors Abe, Fletcher, Griego, Nicoletti, Vasquez
2. [Approve recognition agreement between IHSS Public Authority, Service Employees International Union \(SEIU\), SEIU United Health Care Workers-West, and SEIU Local 2015 and authorize Chair to execute.](#)
3. [Approve agreement with Industrial Employers and Distributer Association for consultant services and authorize Chair to execute.](#)
4. **Closed Session: Labor Negotiations pursuant to Government Code §54957.6(a) - SEIU/IHSS (Vasquez/Abel)**
5. **ADJOURN**

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. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- 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. [\(374-0815\) Adopt resolution authorizing submittal of application, allocation of funds, and grant with the Department of Transportation for an Airport Improvement Program and authorizing County Administrator to execute.](#)

B. Clerk of the Board of Supervisors

1. [\(375-0815\) Reappoint Pete Hammontre and Kuldip Atwal to Assessment Appeals Board No. II as Representative and Alternate respectively for terms to end September 3, 2018.](#)
2. [\(376-0815\) Reappoint James F. Purcell to Plumas Lake Specific Plan Design Review Committee for a term to end August 25, 2016.](#)

C. County Administrator

1. [\(377-0815\) Adopt resolution approving application to State Homeland Security Grant Program Fiscal Year 2015 and authorizing Director of Emergency Services to submit and execute all pertinent documents related to program including acceptance of funds.](#)

D. Health and Human Services

1. [\(378-0815\) Adopt resolution authorizing Director to execute Memorandum of Understanding with the Department of Social Services and Department of Health Care Services for global data sharing.](#)
2. [\(379-0815\) Approve agreement with California Statewide Automated System Consortium for intake enhancement of customer service center and authorize Chair to execute.](#)
3. [\(380-0815\) Approve Memorandum of Understanding with Sutter-Yuba Mental for California Work Opportunity and Responsibility to Kids and authorize Chair to execute.](#)
4. [\(381-0815\) Approve agreement with California Department of Public Health for Immunization Local Assistance Grant agreement and authorize Chair to execute documents required.](#)

IV. **SPECIAL PRESENTATION**

- A. [\(382-0815\) Present proclamation honoring Hmong History Month September 2015. \(Five minute estimate\)](#)

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

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. [\(384-0815\) Adopt resolution approving energy service contract with Op Terra Energy Services for implementation of certain energy improvements to benefit county facilities and authorizing the Chair, County Administrator, and Treasure-Tax Collector to execute contract, changes, insertions, and omissions; and approve implementation of Clean Renewable Energy Bonds. \(Fifteen minute estimate\)](#)

B. Board of Supervisors

1. [\(385-0815\) Receive presentation from Sacramento Area Council of Government on the Sacramento Regional Agricultural Infrastructure Project and provide staff direction as appropriate. \(Thirty minute estimate\)](#)

C. County Administrator

1. [\(386-0815\) Approve Board of Supervisors response to the 2014-2015 Grand Jury Final Report and authorize Chair to execute. \(Fifteen minute estimate\)](#)
2. [\(387-0815\) Adopt resolution approving County of Yuba Operational Area Emergency Operations Plan. \(Ten minute estimate\)](#)
3. [\(388-0815\) Approve employment agreement by and between County, Yuba County Superior Court, and Chief Probation Officer Jim Arnold; and authorize Chair to execute. \(Ten minute estimate\)](#)

VII. **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. [\(345-0815\) Ordinance - Hold public hearing, waive reading, and adopt ordinance repealing and re-enacting Section 4.45.050 of Title IV Board and Commissions as it relates to First Five Yuba Commission membership. \(Roll call vote\) \(Second reading. Continued from August 11, 2015\) \(Ten minute estimate\)](#)

- B. [\(346-0815\) Ordinance - Hold public hearing, waive reading, and adopt ordinance establishing Chapter 4.70 of the Yuba County Ordinance Code establishing Historic Resources Commission. \(Roll call vote\) \(Second reading. Continued from August 11, 2015\) \(Ten minute estimate\)](#)
- C. [\(347-0815\) Ordinance - Hold public hearing, waive reading, and adopt ordinance creating Chapter 10.10 Expedite and Streamline Permit Process for Residential Rooftop Solar Energy System to the Yuba County Ordinance Code and make determination the ordinance is exempt from California Environmental Quality Act \(CEQA\). \(Second reading, continued from August 11, 2015\) \(Roll Call Vote\) \(Ten minute estimate\)](#)
- D. [\(389-0815\) Public Hearing - Hold public hearing to receive independent consultant's report of review and evaluation of rate adjustment for Rate Year 2016 beginning October 1, 2015; adopt resolution adopting amendment to Recology Yuba Sutter Collection Service agreement and approving a two percent rate increase for rate year 2016. \(Fifteen minute estimate\)](#)

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

- A. [\(390-0815\) Notice from Sutter-Yuba Mental Health enclosing Behavioral Health Advisory Committee year end report for Fiscal Year 2014-2015](#)
- B. [\(391-0815\) Two notices from State Fish and Wildlife regarding flat tailed horned lizard as an endangered species and regulations regarding destruction of bird nests or eggs.](#)

IX. **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.

X. **RECESS to 3:00 P.M.**

- A. [\(392-0815\) Receive information on Agricultural Buffer and provide staff direction as appropriate. \(Sixty minute estimate\)](#)

XI. **ADJOURN**

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY SPECIAL MEETING

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.

The County of Yuba

Approve recognit... - 1 of 2

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



**Dr. Nichole Quick, M.D.,
Health Officer**
Phone: (530) 749-6366

TO: Governing Board of the IHSS Public Authority
Yuba County

FROM: Jennifer Vasquez, Director 
Health & Human Services Department

DATE: August 25, 2015

SUBJECT: Recognition Agreement between Yuba County In-Home Supportive Services Public Authority, Service Employees International Union (SEIU), SEIU United Healthcare Workers-West (UHW) and SEIU Local 2015

RECOMMENDATION: It is recommended that the Governing Board of the Public Authority approve the attached Recognition Agreement between the Yuba County In-Home Supportive Services (IHSS) Public Authority, Service Employees International Union (SEIU), SEIU United Healthcare Workers-West (UHW) and SEIU Local 2015 for the purpose of collective bargaining and authorize the Chair to execute the agreement.

BACKGROUND: UHW is currently recognized by the Public Authority as the employee organization for the IHSS providers employed by Public Authority. SEIU, pursuant to its Constitution and Bylaws, made a decision to reorganize its California locals representing long-term care workers into a single local union. SEIU chartered a new local union, "SEIU Local 2015," to represent IHSS providers formerly represented by UHW. SEIU Constitution and Bylaws grant the right to reorganize existing local unions' members in this manner and both Local 2015 and UHW acknowledged that any and all requirements of the SEIU Constitution and Bylaws have been met in the process.

DISCUSSION: Execution of the Recognition Agreement will signify that the Public Authority will recognize Local 2015 as the successor to UHW as the exclusive bargaining representative effective August 1, 2015. Upon recognition, Local 2015 will fully adopt the rights and obligations of exclusive bargaining representative.

FISCAL IMPACT: Costs associated are included in the Health and Human Services Department budget and will be funded by a combination of State, Federal, and Realignment Funds.

RECOGNITION AGREEMENT

The Yuba County In-Home Supportive Services Public Authority ("Public Authority"), SEIU United Healthcare Workers - West ("UHW") and SEIU Local 2015 ("Local 2015") agree as follows:

1. For purposes of collective bargaining, Public Authority is the employer-of-record.
2. UHW is currently recognized by the Public Authority as the recognized employee organization for the In-Home Supportive Services providers employed by the Public Authority ("the Providers").
3. UHW and Local 2015 are both affiliates of the Service Employees International Union ("SEIU"). Both UHW's and Local 2015's constitutions and bylaws are subordinate to SEIU's constitution and bylaws
4. UHW notified the Public Authority that SEIU, pursuant to its constitution and bylaws, has made a decision to reorganize its California locals representing long-term care workers, and one feature of this reorganization is that the Providers formerly represented by UHW will be represented by Local 2015, effective August 1, 2015.
5. The Public Authority, therefore, hereby recognizes Local 2015 as the recognized employee organization for the Providers.

YUBA COUNTY IN-HOME
SUPPORTIVE SERVICES
PUBLIC AUTHORITY

Dated _____, 2015

By: _____
Name: _____
APPROVED AS TO FORM
ANGEL MORRIS-JONES

SEIU UHW

Dated July 22, 2015

By: Greg Pullman
Greg Pullman
Chief of Staff
SEIU United Healthcare
Workers - West

BY: [Signature]
COUNCIL MANAGER

SEIU LOCAL 2015

Dated July 23rd, 2015

By: Arnulfo de la Cruz
Arnulfo de la Cruz,
Provisional Officer
SEIU Local 2015

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



Approve agreeemen... - 1 of 20

**Dr. Nichole Quick, M.D.,
Health Officer**
Phone: (530) 749-6366

TO: Governing Board of the IHSS Public Authority
Yuba County

FROM: Jennifer Vasquez, Director
Health & Human Services Department

DATE: August 25, 2015

SUBJECT: Professional Services Agreement between Yuba County In-Home Supportive Services Public Authority and Industrial Employers Distributors Association

RECOMMENDATION: It is recommended that the Governing Board of the Public Authority approve the attached Agreement between the Yuba County In-Home Supportive Services (IHSS) Public Authority and Industrial Employers and Distributors Association (IEDA) for the provision of consultant services and authorize the Chair to execute the agreement.

BACKGROUND: The Memorandum of Understanding (MOU) with Services Employees International Union Healthcare Workers West Local 250 (SEIU), who represents the In-Home Supportive Services providers and the IHSS Public Authority, expired June 30, 2014.

DISCUSSION: The Director of the Health & Human Services Department and Risk Manager met with IEDA regarding the provision of labor negotiations in general and IHSS negotiations. Under the terms of the attached Agreement, IEDA will provide consultant services to the Public Authority Governing Board, the Director of Human Resources, and the Director of Health and Human Services in meeting and conferring in good faith with SEIU. The maximum cost of consultant services provided under the attached Agreement is \$22,588.00 for the term of September 1, 2015, through August 31, 2016.

FISCAL IMPACT: The cost of consultant services provided under the attached MOU will be funded by a combination of State, Federal, and Realignment Funds.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Consultant Services ("Agreement") is made as of the Agreement Date set forth below by and between the Yuba County In-Home Supportive Services Public Authority, a public authority established pursuant to Welfare and Institutions Code Section 12301.6 and Yuba County Ordinance Number 4.55.010 et seq., ("PUBLIC AUTHORITY"), and Industrial Employers and Distributors Association ("CONSULTANT").

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 CONSULTANT shall provide those services described in Attachment "A," Provision A-1. CONSULTANT 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: September 1, 2015

Termination Date: August 31, 2016

The term of this Agreement shall become effective on September 1, 2015, and shall continue in force and effect for a period of one year unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to 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 CONSULTANT and PUBLIC AUTHORITY approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by PUBLIC AUTHORITY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or

any such services from CONSULTANT.

3. PAYMENT.

PUBLIC AUTHORITY shall pay CONSULTANT 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 CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to PUBLIC AUTHORITY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PUBLIC AUTHORITY.

CONSULTANT 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-4.

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 Yuba County Health and Human Services Department (or his/her designated representative) is the designated representative of the PUBLIC AUTHORITY in employer-employee relations and will administer this Agreement for the PUBLIC AUTHORITY. Bruce Heid, President, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions
Attachment F – Vendor Assurance of Compliance (CR50)

9. TERMINATION

PUBLIC AUTHORITY and CONSULTANT 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 _____, 2015.

"PUBLIC AUTHORITY"

"CONSULTANT"

INDUSTRIAL EMPLOYERS AND
DISTRIBUTERS ASSOCIATION

Chair
Yuba County In-Home Supportive
Services Public Authority

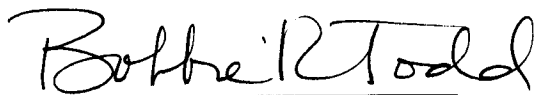
Bruce Heid
Title: President
Tax ID: _____

INSURANCE PROVISIONS APPROVED



Jill Abel,
Human Resources Director/Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil Morris-Jones
County Counsel
by: *Robbie Ross Todd*

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The labor relations and human resource consulting services to be provided by CONSULTANT and the scope of CONSULTANT's duties under this Agreement include the following:

A.1.1. Acting as the chief spokesperson on the employer's behalf for Memorandum of Understanding (MOU) negotiations, mediation, and in the negotiation of resolutions to contract administration disputes;

A.1.2. Analyzing union MOU proposals and drafting employer proposals and final contract language;

A.1.3. Advising clients concerning labor negotiation strategy and development and deployment of negotiations communications plans;

A.1.4. Briefing elected officials, chief executive officers and other executive managers concerning the status of negotiations, related technical and substantive issues, and recommendations;

A.1.5. Training regarding contract negotiation and administration procedures and requirements and the provisions of new agreements;

A.1.6 Assisting with the preparation and/or modification of policy documents such as Personnel Rules, Employer-Employee Relations Resolutions, Compensation Policies, etc.;

A.1.7. Advising and consulting with the Governing Board, the Public Authority Director and the Director of the Yuba County Health and Human Services Department at such times and places as may be mutually agreed upon by these parties on all matters relating to employment conditions and employer-employee relations;

A.1.8 Meeting and conferring in good faith for and on behalf of the PUBLIC AUTHORITY, as the designated representative of the Governing Board, with representatives of the employee organization of the PUBLIC AUTHORITY at such times and places as may be mutually agreed upon by the CONSULTANT, the Governing Board, or the Director of the Yuba County Health and Human Services Department;

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A.1.9 Reporting to the Governing Board and other designated representatives of the PUBLIC AUTHORITY as directed by the Governing Board on the progress of meeting and conferring in good faith with the recognized employee organization; and

A.1.10 Preparing written memoranda of understanding in a form and manner approved by the Governing Board.

A.2. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the PUBLIC AUTHORITY.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. PUBLIC AUTHORITY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY PUBLIC AUTHORITY.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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ATTACHMENT B

PAYMENT

PUBLIC AUTHORITY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. PUBLIC AUTHORITY shall pay CONSULTANT a contract fee not to exceed One Thousand Eight Hundred Eighty-Two Dollars and Thirty-Three Cents (\$1,882.33) per month during the term of this Agreement. Such monthly payments shall be paid in advance on the first working day of each month commencing September 1, 2015. In no event shall the amount of fee paid to CONSULTANT under this Provision B.1 exceed One Thousand Eight Hundred Eighty-Two Dollars and Thirty-Three Cents (\$1,882.33) per month, or total annual amount of Twenty-Two Thousand, Five Hundred Eighty-Eight Dollars (\$22,588.00) per year during the term of this agreement without a formal written amendment to this Agreement approved by both parties. No other obligations for payment for any sums are assumed by this Agreement.

B.2 TRAVEL COSTS. The total annual amount specified in B.1 Base Contract Fee is inclusive of all travel expenses including meals, lodging or other travel costs incurred by CONSULTANT for the provision of the services specified in A.1 Scope of Services. PUBLIC AUTHORITY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the PUBLIC AUTHORITY representative (Operative Provision 7) and then PUBLIC AUTHORITY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by PUBLIC AUTHORITY. Payment for additional services shall be made to CONSULTANT by PUBLIC AUTHORITY 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. CONSULTANT and PUBLIC AUTHORITY agree that this Agreement may, at the sole discretion of the PUBLIC AUTHORITY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by PUBLIC AUTHORITY for the purposes of this Agreement are not made available to PUBLIC AUTHORITY.

C.2 BANKRUPTCY. This Agreement, at the option of PUBLIC AUTHORITY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.

C.3 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

C.4 DRUG FREE WORKPLACE. CONSULTANT 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. CONSULTANT agrees that CONSULTANT will execute appropriate certifications relating to Drug Free Workplace.

C.5 INSPECTION. CONSULTANT's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of PUBLIC AUTHORITY, the State of California, and the United States government.

C.6 RECORDS. CONTRCATOR 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 PUBLIC AUTHORITY's Auditor and/or any duly authorized fiscal agent of the PUBLIC AUTHORITY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.7 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'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 PUBLIC AUTHORITY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

C.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.

CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT 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. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.9 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the PUBLIC AUTHORITY or its authorized representatives. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the PUBLIC AUTHORITY'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 PUBLIC AUTHORITY taking whatever corrective action it deems necessary. All costs resulting from such action by the PUBLIC AUTHORITY will be claimed against CONSULTANT.

C.10 INTELLECTUAL PROPERTY. PUBLIC AUTHORITY 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.

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ATTACHMENT D

GENERAL PROVISIONS

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

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of PUBLIC AUTHORITY. It is understood by both CONSULTANT and PUBLIC AUTHORITY 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 CONSULTANT shall have no claim against PUBLIC AUTHORITY 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 CONSULTANT 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, CONSULTANT is not subject to the direction and control of PUBLIC AUTHORITY except as to the final result contracted for under this Agreement. PUBLIC AUTHORITY may not require CONSULTANT 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 CONSULTANT may provide services to others during the same period service is provided to PUBLIC AUTHORITY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. 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 CONSULTANT.

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

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

D.1.8 CONSULTANT agrees and understands that the work/services performed under this Agreement on behalf of the PUBLIC AUTHORITY may impact various interests of Yuba County. Therefore, all work performed pursuant to this agreement shall be coordinated with and shall be subject to the review of the Director of the Yuba County Health and Human Services Department.

D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to PUBLIC AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to PUBLIC AUTHORITY that CONSULTANT 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 CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the PUBLIC AUTHORITY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'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. CONSULTANT shall defend, indemnify, and hold harmless PUBLIC AUTHORITY, 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 CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. CONSULTANT 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. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that PUBLIC AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from PUBLIC AUTHORITY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONSULTANT 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 CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to PUBLIC AUTHORITY 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 CONSULTANT'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 PUBLIC AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the PUBLIC AUTHORITY. 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. CONSULTANT hereby grants to the PUBLIC AUTHORITY the authority to deduct from any payments to CONSULTANT any PUBLIC AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

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

D.11.1 CONSULTANT 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 PUBLIC AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 PUBLIC AUTHORITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by PUBLIC AUTHORITY as work accomplished to date; provided, however, PUBLIC AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to PUBLIC AUTHORITY such financial information as in the judgment of the PUBLIC AUTHORITY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the PUBLIC AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which PUBLIC AUTHORITY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon 30 days written notice to the PUBLIC AUTHORITY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by PUBLIC AUTHORITY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the PUBLIC AUTHORITY 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT 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, CONSULTANT 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 PUBLIC AUTHORITY, and CONSULTANT agrees to deliver reproducible copies of such documents to PUBLIC AUTHORITY on completion of the services hereunder. The PUBLIC AUTHORITY agrees to indemnify and hold CONSULTANT 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 PUBLIC AUTHORITY employee whose position in PUBLIC AUTHORITY 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 CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the Yuba County conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT 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 "PUBLIC AUTHORITY":

Jennifer Vasquez
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 "CONSULTANT":

Bruce Heid
President
Industrial Employers & Distributors Association
2200 Powell Street, Suite 1000
Emeryville, CA 94608

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONSULTANT 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 CONSULTANT, 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 CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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 CONSULTANT's profession, with limits no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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

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

E.4 Additional Insured Status. PUBLIC AUTHORITY, 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 CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT 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 CONSULTANT'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, **CONSULTANT's insurance coverage shall be primary** insurance as respects PUBLIC AUTHORITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PUBLIC AUTHORITY, its officers, officials, employees, or volunteers shall be excess of CONSULTANT'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 PUBLIC AUTHORITY.**

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

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, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONSULTANT shall furnish PUBLIC AUTHORITY 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 PUBLIC AUTHORITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. PUBLIC AUTHORITY 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. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. PUBLIC AUTHORITY 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
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT**

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Contractor's Signature

IEDA, 2200 Powell Street, Ste. 1000, Emeryville, CA 94608
Address of vendor/recipient
CR50-Vendor Assurance of Compliance

(08/13/01)

The County of Yuba

Department of Administrative Services

Doug McCoy - Director



374-0815

(374-0815) Adopt... - 1 of 4

FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7881
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

August 25, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director 

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

Recommendation:

It is recommended that the Board approve the subject resolution authorizing submittal of a grant application to the State Department of Transportation, Division of Aeronautics, for an Airport Improvement Program (AIP) matching grant; authorize the County Administrative Officer to execute the grant application and accept the grant offer; and make a determination that the project is exempt from CEQA.

Background:

The grant funds requested are for the "Airport Layout Plan Update" with an estimated cost of \$160,000. The Airport Layout Plan is the guiding document for any projects to be constructed on the Yuba County Airport. Approval of the updated layout plan is necessary for moving forward with the proposed new taxiway project anticipated to be funded by the Economic Development Administration along with solar array projects planned for construction on nonaviation properties.

Discussion:

The Federal Aviation Administration has approved a 90 percent grant allocation for this project. The State Division of Aeronautics provides matching grants in the amount of 5.0 percent of the federal grant share of the Airport Improvement Program grants. This would amount to approximately \$7,200 of a \$160,000 project, leaving the amount of \$8,800 to be funded by the Airport Enterprise Fund 130, after the federal share of \$144,000.

Committee Action:

This item was not presented to the Public Facilities as it is considered a routine agenda item and the Board approved the federal grant application submittal on June 2, 2015.

Fiscal Impact:

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

Attachment

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WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP

Matching grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the
County of Yuba, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer to sign any documents required to apply for and accept these subject funds on behalf of the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the
County of Yuba on the ____ day of August ____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:

County Counsel

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

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

Subject: **Assessment Appeals Board No. II – Representative / Alternate**

Date: August 25, 2015

Recommendation

Reappoint Pete Hammontre and Kuldip Atwal to the Yuba County Assessment Appeals Board No. II as Representative and Alternate respectively for terms to end September 3, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications, and meeting information. This is a scheduled vacancy due to the expiration of Mr. Hammontre and Mr. Atwal's term. Mr. Hammontre has been serving on the Board since 2006, Mr. Atwal has been serving since 2012 and both desire to continue serving in this capacity, it would be appropriate to reappoint at this time.

As a matter of information, the Board of Supervisors has the authority to discontinue the assessment appeals board effective on the first Monday of September in any year and serve as the Board of Equalization.

Fiscal Impact

Board members are compensated \$75 per hour with a daily minimum of \$150 and no maximum pursuant to Section 4.60.030 of the Ordinance Code.

Committee Action

This is brought directly to the Board for consideration.

/mp

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To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Plumas Lake Specific Plan Design Review Committee – Resident Representative

Date: August 25, 2015

Recommendation

Reappoint James F. Purcell as a Resident Representative to the Plumas Lake Specific Plan Design Review Committee term ending August 25, 2016.

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. This is a scheduled vacancy due to the expiration of Mr. Purcell's term. Mr. Purcell has served on the committee since August 2014 and wishes to continue serving.

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

Fiscal Impact

None

Committee Action

None

attachments

The County of Yuba

RECEIVED

AUG 11 2015

(376-0815) Reapp... - 2 of 2

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: PLUMAS LAKE SPECIFIC PLAN DESIGN REVIEW

APPLICANT NAME:

JAMES F. PURCELL, JR.

COMMISSION

MAILING ADDRESS:

1396 HIGH NOON DRIVE PLUMAS LAKE 95961-9170

PHYSICAL ADDRESS:

SAME

TELEPHONE:

HOME: 718.472-1245 WORK: NA

EMAIL ADDRESS:

JFPURCELLJR@GMAIL.COM

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

FASHION DESIGNER; MEDIA IMAGE CONSULTANT
ROGER ABE - 4

REASONS YOU WISH TO
SERVE ON THIS BODY:

TO HELP PLUMAS LAKE CONTINUE DEVELOPING
IN A COHESIVE MANNER.

QUALIFICATIONS:

DESIGN PROFESSIONAL FOR OVER 25 YEARS
IN FASHION!

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

CURRENTLY RESIDENTIAL REPRESENTATIVE
PLUMAS LAKE SPECIFIC PLAN DESIGN REVIEW

COMMISSION

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

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

(377-0815) Adopt... - 1 of 4

DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN

EMERGENCY OPERATIONS MANAGER

HOLLY POWERS

EMERGENCY OPERATIONS PLANNER

Date: August 25, 2015

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager 

Re: FY 2015 State Homeland Security Grant Program

Recommendation

Adopt resolution authorizing the Director of Emergency Services or the Emergency Operations Manager to execute and submit an application and any required documents as required for the FY 2015 State Homeland Security Grant Program (SHSGP), including any other pertinent documents related to this program, and authorize the acceptance and distribution of said funds.

Background/Discussion

The U.S. Department of Homeland Security provides grant funding annually to the State of California that is sub-granted to the Operational Areas (Counties). These funds are used to increase and maintain the capacity of the Operational Areas (OA) first responders and emergency management to plan for, respond to, mitigate, and recover from acts of terrorism, or natural and other manmade disasters.

Your Board has previously appointed the Yuba County Multi-Jurisdictional Terrorism Task Force (TTF) to identify and develop projects that meet the requirements of the SHSGP. The Yuba County TTF has met to carry out this task for the current fiscal year.

Committee

Projects have been identified and have been approved by the Yuba County TTF, a sub-committee of the Yuba County Operational Area Disaster Council.

Fiscal Impact

The Yuba County OA is allocated \$150,043 for FY 2015. Emergency Services will receive \$7,502 in management and administration reimbursement to help offset the general fund allocation for emergency services.

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

SIGNATURE RESOLUTION AUTHORIZING)	RESOLUTION NO.
THE COUNTY DIRECTOR OF EMERGENCY)	
SERVICES AND THE EMERGENCY)	
OPERATIONS MANAGER TO APPLY FOR)	
THE FY 2015 HOMELAND SECURITY)	
GRANT AND FURTHER AUTHORIZING)	
THEM TO EXECUTE DOCUMENTS AS)	
REQUIRED BY THE APPLICATION, THE)	
RESULTANT GRANT AND/OR ANY)	
PERTINENT DOUCMENTS RELATED TO)	
THE PROGRAM AND ACCEPTANCE OF)	
GRANT FUNDS)	

WHEREAS, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose.

WHEREAS, the Department of Homeland Security Grant supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to execute and submit a grant

application, for the Operational Area allocation of \$150,043; for and on behalf of the County of Yuba, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Director of Emergency Services or his designee is hereby authorized to accept FY 2015 Homeland Security Grant funds in an amount not to exceed \$150,043; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant grant; to authorize and execute the allocation of grant funds received.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2015.

AYES:

NOES:

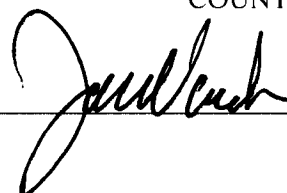
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

(378-0815) Adopt... - 1 of 4

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



**Dr. Nichole Quick, M.D.,
Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director *Jennifer Vasquez*
Tony Roach, Program Manager *Tony Roach*
Health & Human Services Department

DATE: August 25, 2015

SUBJECT: Memorandum of Understanding between the California Department of Social Services, the California Department of Health Care Services and Yuba County and authorization for Director of Health and Human Services Department to execute documents required by this agreement.

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Memorandum of Understanding (MOU) between the California Department of Social Services (CDSS), the California Department of Health Care Services (DHCS) and Yuba County for global data sharing and authorization for the Director of Health and Human Services Department to execute documents as required by this MOU.

BACKGROUND: The Child and Family Services Improvement and Innovation Act of 2011 (Public Law 112-34) requires State Title IV-B agencies to improve the oversight and monitoring of psychotropic medication and to include as part of their Health Care Coordination and Oversight Plan comprehensive description of protocols planned to ensure the safe and appropriate use of these medications. California law (Welfare and Institutions Code sections 369.5 and 739.5) requires juvenile court authorization prior to the administration of psychotropic medications to children and youth in foster care. The Psychotropic Medication Protocol, also referred to as the JV220 process, initiates the court authorization of psychotropic medications for dependents of the court. While this process provides a certain level of oversight of psychotropic medication use by children in foster care, additional steps are needed to ensure optimal safety and a more effective delivery of mental health services to these children in care.

DISCUSSION: This MOU makes available, through the access of a shared database that currently exists between CDSS and DHCS, confidential information pertaining to the children or non-minor dependents receiving child welfare services in Yuba County for the purpose of matching the confidential data in regards to the psychotropic medication usage factors of youth in foster care who received a paid claim for mental health drugs.

COMMITTEE: The Human Services Committee recommended approval on August 11, 2015.

FISCAL IMPACT: Approval of the Agreement will not impact County General Funds. There is no County match requirement.

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

**RESOLUTION AUTHORIZING THE DIRECTOR)
OF THE HEALTH AND HUMAN SERVICES)
DEPARTMENT TO ENTER INTO AND EXECUTE)
THE MEMORANDUM OF UNDERSTANDING)
WITH THE STATE OF CALIFORNIA,)
DEPARTMENT OF SOCIAL SERVICES AND)
DEPARTMENT OF HEALTH CARE SERVICES,)
FOR GLOBAL DATA SHARING) RESOLUTION NO. _____**

WHEREAS, Yuba County Health and Human Services Department (HHSD), through entering into the global data sharing agreement with the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS), will be able to receive data containing confidential information pertaining to the children or non-minor dependents receiving child welfare services in the County of Yuba. The data received will include the data derived from the Child Welfare Services/Case Management System (CWS/CMS) and Medi-Cal pharmacy paid claim data match; and

WHEREAS, the Child and Family Services Improvement and Innovation Act of 2011 (Public Law 112-34) requires State Title IV-B agencies to improve the oversight and monitoring of psychotropic medication and to include as part of their Health Care Coordination and Oversight Plan comprehensive description of protocols planned to ensure the safe and appropriate use of these medications; and

WHEREAS, Welfare and Institutions Code sections 369.5 and 739.5 require juvenile court authorization prior to the administration of psychotropic medications to children and youth in foster care. The Psychotropic Medication Protocol, also referred to as the JV220 process, initiates the court authorization of psychotropic medications for dependents of the court; and

WHEREAS, for the purposes of ensuring optimal safety and a more effective delivery of mental health services to these children in care, the global data sharing agreement that currently exists between CDSS and DHCS requires the county child welfare agencies to enter into a Memorandum of Understanding (MOU) to enable the receipt of data containing confidential information about psychotropic medications

pertaining to the children or non-minor dependents receiving child welfare services in the county; and

WHEREAS, the Director of HHSD requests authorization to enter into and execute the MOU with CDSS and DHCS.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba, hereby authorizes the Director of the HHSD to enter into and execute, on behalf of the County of Yuba and upon review of the County Counsel, the MOU with CDSS and DHCS for global data sharing and further, the Director is granted permission to amend and execute such amendments to the MOU or related documents/agreements as required by state regulation.

A copy of the executed MOU shall be filed with the Clerk of the Board of Supervisors of the 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 _____, 2015 by the following vote:

AYES:

NOES:

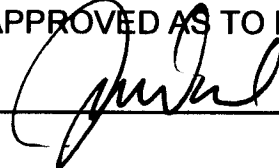
ABSENT:

ABSTAIN:

BY: _____
Chair

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

Jennifer Vasquez, Director

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



(379-0815) Appro... - 1 of 8

Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
John Corniel, Program Manager
Health & Human Services Department

DATE: August 18, 2015

SUBJECT: County Purchase YB-04-2015 Agreement, Customer Service Center Intake Enhancement

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Agreement between Yuba County, on behalf of its Health and Human Services Department (HHSD), and the California Statewide Automated System Consortium IV (C-IV Consortium).

BACKGROUND: The C-IV Consortium contracts with Accenture for the development, implementation, maintenance and operations of the C-IV System. HHSD has requested an enhancement for its Customer Service Center (CSC). The enhancements will allow the Eligibility Technicians to process new Customer Intake applications for Medi-Cal clients via phone thereby reducing congestion and long lines in the lobby and providing clients with an alternative application process.

DISCUSSION: HHSD would like to purchase services to enhance the Call Center. The County Purchase YB-04-2015 sets forth the one time service charges to be incurred along with the recurring production operation charges related to increasing the number of toll-free and long-distance minutes to support the longer Customer Intake calls. The total charges of \$240,369 associated with this County Purchase will be incurred during State Fiscal Years 2015/16 through 2019/20.

COMMITTEE: The Human Services Committee was by-passed as there is no General Fund impact.

FISCAL IMPACT: Operation and maintenance of the CSC will be funded based on a shared ratio of federal, state and county funds as established in the C-IV Consortium Joint Powers Agreement and Memorandum of Understanding. Approval of this Agreement will not impact County General Funds.

California SAWS Consortium IV



County Purchase YB-04-2015 Yuba County - Intake Enhancement for CSC



I. Overview:

Pursuant to Section 6.11 of the Amended and Restated Revised System Agreement between the California SAWs Consortium IV Joint Powers Authority ("Consortium") and Accenture LLP and Proquire, LLC, with an effective date of June 29, 2007 (as amended, the "Agreement"), Yuba County ("County") has requested an enhancement for its Customer Service Center ("CSC") that would enable the CSC to support calls related to new applications or "Customer Intake." This request requires one-time Services and recurring Production Operations Charges, as further described in this County Purchase order.

The scope of this County Purchase consists of the following:

- One-time Services Charges required for the planning, design, development, testing and implementation of an enhancement for supporting calls related to new applications. This enhancement would be implemented within the County's existing C-IV Contact Center technology for eight (8) existing CSC workers, and would include the following:
 - Interactive Voice Response ("IVR") Menuing - Configuration and deployment of County-specific menuing to provide the appropriate transfer logic to CSC workers/agents for new applicant calls (this will not include any additional self-service functionality).
 - Call Routing - Configuration and deployment of call routing logic and agent skill group definitions for up to six (6) new call types, with appropriate queuing and messaging treatments.
- Recurring Production Operations charges for ongoing WAN Administration.

The County will fully own the effort around job training, change management, communication and definition/testing of the new business model, roles and responsibilities, and new processes related to deployment of the enhancement for Customer Intake within the County's CSC.



Approach:

The approach to delivering the capabilities described above includes Planning, Design, Build, System Test and Deployment of the enhancement for Customer Intake. The specific timeframes and activities are listed in Table 1.0 below:

Table 1.0 - Project Schedule

Activity	Start	Finish
Signed County Purchase and approved APD	6/26/2015	8/24/2015
Contact Center Enhancement	9/14/2015	11/16/2015
Plan	9/14/2015	9/18/2015
Design	9/21/2015	9/25/2015
Build	9/28/2015	11/6/2015
System Test	11/9/2015	11/13/2015
Deploy	11/16/2015	11/20/2015

The County will be responsible for several milestones to enable the above project schedule. Those milestones are listed in Table 2.0 below.

Table 2.0 - County Milestones

#	Milestones for Which County is Responsible	Date
1	Finalize Call Types	9/22/2015
2	Finalize IVR Call Flow	9/22/2015
3	Train Workers on Processes	11/20/2015

Assumptions:

General Assumptions:

- County must approve this County Purchase and provide the corresponding approved Advance Planning Document (APD) by August 24, 2015. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.
- The price set forth in Section III below (the "County Purchase Price") is based on the scope of work outlined in this County Purchase. Any revisions to scope must be mutually agreed upon by the parties and may result in additional Services, Hardware and Software, and Production Operations Charges. These additional charges would be executed as a revision to this County Purchase.
- The County will be responsible for one-time Services Charges for designing, developing, testing and implementation of the enhancement for Customer Intake. One-time Services Charges will be invoiced as payment milestones per the schedule set forth in Section IV of this County Purchase.



- The County Purchase Price is based on deploying the enhancement for Customer Intake within the County's existing C-IV Contact Center technology for eight (8) existing named CSC workers.
- This County Purchase does not include any new Equipment and Software to support the capabilities included in the enhancement for Customer Intake; existing Equipment and Software in the County's inventory will be used for the solution.
- Although calls related to new applications would use the County's existing CVP ports, the County's total number of CVP ports is not being increased under this County Purchase. The C-IV Project and the County will jointly evaluate the number of ports each month and determine if the County needs to increase that number due to increased usage of ports.
- The scope of work defined in this County Purchase will be executed under System Change Requests ("SCRs") that will be approved by the C-IV Change Control Board.
- SCRs will move through the development lifecycle, following the standard release management process as documented in Volume VI of the System Operations and Support Plan ("SOSP"). SCRs will be signed off by the County's C-IV Regional Project Manager in a timely manner to meet documented target release dates.
- SCRs will be implemented in the C-IV System by priority production release 15.09x, unless otherwise mutually agreed in writing.
- Status of the project schedule will be available to the County upon request.
- Existing DS-3 lines at the County's CSC will be used for data connectivity for Computer Telephony Integration ("CTI"), access to the C-IV network and routing calls to the IVR. Additionally, existing DSL services at the County's CSC will be used for backup network service.
- The County will be responsible for one-time and recurring Production Operations Charges for WAN Administration of one (1) T-1 PRI line, toll-free minutes and long distance minutes to support calls related to new applications.
 - Recurring Production Operations Charges for WAN Administration are scheduled to commence November 1, 2015 and continue through the end of the Agreement, October 31, 2019.
 - One (1) additional T-1 PRI line will provide (23) lines for the eight (8) workers that will answer calls related to new applications, and IVR usage. The Contractor will re-examine usage after implementation of the enhancement and discuss the addition of more lines with County if necessary.
 - The total volumes of minutes used by the County's CSC each month, for answering calls related to new applications, are assumed at 4,593 toll-free minutes and 230 long distance minutes.
 - The monthly charges are based on \$0.03 per toll-free minute and \$0.02 per long distance minute.
 - The C-IV Project and the County will jointly evaluate the baseline minutes each month and determine if the County needs to increase the baselines due to increases in call volume as a result of the enhancement for Customer Intake.
- The County Purchase Price excludes modifications or changes to the County's enhancement for Customer Intake following deployment. Any requested modifications or changes to the



deployed functionality would require additional Services charges. These additional charges would be provided to the County in a separate County Purchase.

- All contact center application and infrastructure managed services will be part of Tier 3 services for C-IV Service Level Agreement ("SLA") #9 - Online Availability. IVR is already a component of Tier 3.

Design, Test and Deployment Assumptions:

- This County Purchase does not include any Contractor assistance for job training, change management, business process transformation, and development of operating procedures relating to the enhancement for Customer Intake, as the County will fully own these responsibilities. The County's CSC workers must complete any necessary training for County Milestone #3 (see Table 2.0 - County Milestones, Section I of the County Purchase for due dates).
- Development and testing estimates do not include User Acceptance Testing or Independent Test.
- The County is responsible for setup of its CSC facility to support the eight (8) CSC workers that will answer calls related to new applications, including, but not limited to: furniture, electricity, HVAC, and data/electrical cabling. Contractor is responsible only for infrastructure required for the IVR System, call routing and operations.
- Self-service capabilities will be limited to existing and project-planned Inbound and Outbound IVR capabilities for the County. Menu structure, options and initial triage and transfer-out capabilities will be provided as part of the county-specific business logic. Any additional self-service needs requested by the County may require additional Services, Equipment, Software and Production Operations Charges; these additional charges would be executed as a revision to this County Purchase.
- No changes to the CTI will be made.
- Six (6) new call types will be created and the County's existing IVR menu/flow will be re-configured as part of the enhancement for Customer Intake. The County will be responsible for approving these new call types for County Milestone #1 and approving the modified IVR menu/flow for County Milestone #2 (see Table 2.0 - County Milestones, Section I of the County Purchase for due dates).
- County will complete County Milestones referenced in Table 2.0 - County Milestones in Section I of the County Purchase.
- The solution will leverage the CSC's existing reports. Existing reports will not be modified, nor will new reports be created for this solution.
- *Technology Assumptions:*
 - The CSC's existing C-IV call recording / quality monitoring solution will be used to support calls related to new applications. The solution will continue to record 25% of all transactions for training and quality purposes. Recordings will be kept online for a minimum of 90 days.
 - The IVR system supports English and Spanish languages only.



II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Years 2015/16 through 2019/20.

III. Total Cost:

The following table outlines the total charges for this County Purchase.

Total County Purchase	SFY 2015/16	SFY 2016/17	SFY 2017/18	SFY 2018/19	SFY 2019/20 (through 10/2019)	Total Cost
Services	\$210,932	\$0	\$0	\$0	\$0	\$210,932
One Time Service Charges	\$210,932	\$0	\$0	\$0	\$0	\$210,932
Recurring Service Charges	\$0	\$0	\$0	\$0	\$0	\$0
Hardware and Software Charges	\$0	\$0	\$0	\$0	\$0	\$0
Hardware Charges	\$0	\$0	\$0	\$0	\$0	\$0
Hardware Maintenance and Support Charges	\$0	\$0	\$0	\$0	\$0	\$0
Software Charges	\$0	\$0	\$0	\$0	\$0	\$0
Software Maintenance and Support Charges	\$0	\$0	\$0	\$0	\$0	\$0
Production Operations Charges	\$5,124	\$7,116	\$7,116	\$7,116	\$2,965	\$29,437
One Time Charges	\$973	\$0	\$0	\$0	\$0	\$973
Recurring Charges	\$4,151	\$7,116	\$7,116	\$7,116	\$2,965	\$28,464
Facilities	\$0	\$0	\$0	\$0	\$0	\$0
Total Charges	\$216,056	\$7,116	\$7,116	\$7,116	\$2,965	\$240,369

IV. Milestone Schedule:

The following table outlines the charges and invoicing timelines for Payment Milestones associated with one-time Services.

Milestone Number	Description	Due Date	Price	SFY 2015/16
1	Customer Intake Enhancement - Design Complete	9/25/2015	\$105,466	\$105,466
2	Customer Intake Enhancement - Deployment Complete	11/20/2015	\$105,466	\$105,466
TOTAL			\$210,932	\$210,932



COUNTY PURCHASE APPROVAL

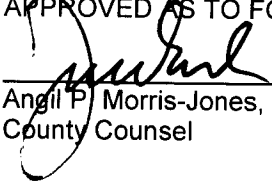
Subject: County Purchase - YB-04-2015

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Yuba County

By: _____
Printed Name: _____
Title: Chair, Board of Supervisors
Date: _____

APPROVED AS TO FORM:


Angil P. Morris-Jones,
County Counsel

Notice Address:
5730 Packard Avenue
Marysville, CA 95901

SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY

By: _____
Printed Name: Thomas Hartman
Title: C-IV Project Director
Date: _____

Notice Address:
SAWS Consortium-IV Joint Powers Authority
Attention: C-IV Project Director
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481

The County of Yuba

(380-0815) Appro... - 1 of 14

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



Dr. Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Tracy Bryan, Program Manager
Health & Human Services Department

DATE: August 25, 2015

SUBJECT: Approve Memorandum of Understanding with Sutter-Yuba Mental Health Services for the Provision of Mental Health Services for California Work Opportunity and Responsibility to Kids (CalWORKs) participants

RECOMMENDATION: It is recommended that the Board of Supervisors approve the MOU between Yuba County, on behalf of its Health and Human Services Department, and Sutter-Yuba Mental Health for the provision of mental health services for California Work Opportunity and Responsibility to Kids (CalWORKs) recipients not to exceed \$432,053.00 for the term of July 1, 2015, through June 30, 2018.

BACKGROUND: Since July 1, 1999, Yuba County has contracted with Sutter-Yuba Mental Health Services to provide mental health treatment services to CalWORKs recipients to assist these families in the elimination of barriers to self-sufficiency. This is a renewal of the MOU.

DISCUSSION: The Health and Human Services Department is required to provide oversight for the CalWORKs program for the purpose of assisting families to achieve self-sufficiency through employment and to assist in the elimination of barriers to employment faced by recipients of CalWORKs. The MOU with Sutter-Yuba Mental Health Services provides assessment services, workshops, and counseling services for the treatment of mental illness to assist CalWORKs families in achieving self-sufficiency.

COMMITTEE: The Human Services Committee was bypassed due to the routine nature of the item.

FISCAL IMPACT: Approval of this MOU will not impact County Funds. The services provided under this MOU are funded by federal and state dollars through the CalWORKs program.

**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2015, by and between Yuba County Health and Human Services Department (hereafter "YCHHSD") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of mental health services for the California Work Opportunity and Responsibility for Kids program (hereafter "CalWORKs").

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Department operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCHHSD is responsible for administering public assistance programs implemented pursuant to Welfare and Institutions Section 11200 (hereafter "CalWORKs"); and
- d. MENTAL HEALTH has the responsibility, the experience and the expertise to provide services to, individuals with mental health conditions.

THEREFORE, YCHHSD and MENTAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2015

Termination Date: June 30, 2018

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow YCHHSD time in which to complete a renewal agreement for MENTAL HEALTH and YCHHSD approval.

MENTAL HEALTH understands and agrees that there is no representation, implication, or understanding that the services provided by MENTAL HEALTH pursuant

to this MOU will be purchased by YCHHSD under a new agreement following expiration or termination of this MOU, and MENTAL HEALTH waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from MENTAL HEALTH.

2. DESIGNATED REPRESENTATIVES

The Director is the authorized representative of YCHHSD and will administer this Agreement for YCHHSD. Tony Hobson is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. YCHHSD DUTIES AND RESPONSIBILITIES.

YCHHSD STAFF shall:

- a. Work in coordination with the Mental Health Therapist to remove barriers or obstacles to employment and/or provide a safe home for children.
- b. Identify those CalWORKs clients to be referred for a mental health assessment and initiate referrals to the Mental Health Therapist.
- c. Participate on a Family Self-Sufficiency Team (FSST) to determine appropriate services for CalWORKs participants determined to have mental health conditions.
- d. Refer, or approve the referral of, CalWORKs clients to treatment services based upon the recommendations of the MENTAL HEALTH therapists.
- e. Make scheduled home visits to monitor the family's progress in meeting the objectives of their welfare-to-work plan.

4. MENTAL HEALTH SERVICES AND DUTIES.

MENTAL HEALTH shall provide the following services in the home and/or in the YCHHSD office depending upon the client's needs:

- a. Conduct orientation appointments for referred CalWORKs participants within fourteen (14) business days.
- b. Schedule pre-assessment screening appointments within ten (10) business days of orientation.
- c. Complete appropriate assessment screening within ten (10) business days of pre-assessment screening appointment.

- d. Within ten (10) working days from the assessment screening, make recommendations for treatment services to CalWORKs staff via the Behavioral Health Report (Attachment C).
- e. Participate in collaborative case staffing with CalWORKs staff, Substance Abuse Counselors and other agencies with appropriate client authorization, to develop recommendations designed to meet the objectives in the welfare-to-work plan which are appropriate for the participant.
- f. Monitor the CalWORKs client's attendance and compliance with the mental health treatment plan and, within two (2) working days, notify CalWORKs staff via the Behavioral Health Report if the client fails to comply with his/her treatment program.
- g. Provide services to CalWORKs clients as appropriate, which shall include:
 - 1) Clinical and risk assessments;
 - 2) Case planning; and
 - 3) Counseling, including individual and/or group counseling, parent education, crisis resolution and mental health evaluation and treatment, including co-occurring substance abuse and mental health disorders.
- h. Collaborate and share the responsibilities of case planning for CalWORKs clients determined to have dual diagnosis with Substance Abuse Intervention Counselor(s), after appropriate client authorization is obtained.
- i. Provide a treatment model consisting of three possible levels of intervention:
 - 1) Level I: Skills for Change: Weekly educational and skills enhancement workshops, or other support group meetings addressing such topics as relapse, life skills, parenting, behavioral modification, etc.
 - 2) Level II: Outpatient Treatment: A combination of individual counseling, structured psychotherapeutic treatment groups with specific targeted goals and expectations and/or family counseling.
 - 3) Level III: Psychiatric Mental Health Services: Psychiatric treatment services provided at MENTAL HEALTH.
- j. Perform the following additional duties, as needed:
 - 1) Act as liaison between MENTAL HEALTH and YCHHSD;

- 2) If indicated, refer for evaluation for treatment with psychotropic medication by a psychiatrist in a timely fashion;
 - 3) Coordinate and assist with clients needing hospitalization;
 - 4) Assist in securing past mental health records of clients, with an appropriate signed release of information form; and
 - 5) Provide written documentation of services rendered, including professional opinions, with an appropriate signed release for the client, and within the scope of Specialty Mental Health Services as defined by MENTAL HEALTH.
- k. MENTAL HEALTH staff assigned to YCHHSD shall meet regularly with their Mental Health supervisor to facilitate the therapist's professional development, to problem-solve issues as they arise, to review cases, and to ensure compliance with the policies and procedures of MENTAL HEALTH and said MOU.
- l. Complete a monthly Mental Health Statistical Report (Attachment A) and submit the report to the CalWORKs Program Manager by the 20th of the month following the provision of services. MENTAL HEALTH understands and agrees that payment for services will be withheld until the completed monthly Mental Health Services Statistical Report is provided.

5. FISCAL PROVISIONS

- a. MENTAL HEALTH shall submit a detailed invoice for payment in a format consistent with that as shown in Attachment B – Invoice Format, no later than the twentieth (20th) day of the month following the provision of services. Each invoice submitted shall be for the salary and benefits of the Mental Health Therapist(s) providing services to the CalWORKs program for the invoiced period. An invoice for July of each year of this MOU shall report the total amount of sick leave and vacation that will be accrued (shown as available) during the term of this MOU, the number of hours and type of paid leave used during the period invoiced, and the balance of paid leave remaining.
- 1) MENTAL HEALTH shall submit a quarterly detailed report of the actual services provided in the previous quarter in November, February, May and August of each year.
 - 2) MENTAL HEALTH will submit an estimated invoice for June services of each year in this MOU no later than June 10th of that year. A final invoice, including back-up documentation for services actually provided in June 2018, shall be submitted no later than July 20, 2018.

- b. Upon receipt of proper claims and reporting, YCHHSD agrees to reimburse MENTAL HEALTH for the actual costs of the salaries and benefits paid by MENTAL HEALTH for the Mental Health Therapist that provided services pursuant to this MOU up to the maximum amount specified by the fee schedule below. It is understood by both parties that the actual costs of salaries and benefits of the Mental Health Therapist to be reimbursed by YCHHSD to MENTAL HEALTH may include paid leave, provided that such leave was accrued during the term of this MOU. However, under no circumstances shall YCHHSD reimburse MENTAL HEALTH the cost of salary and/or benefits for a Mental Health Therapist on non-paid leave.
- c. YCHHSD further agrees to reimburse MENTAL HEALTH for administrative costs up to the maximum amount specified by the fee schedule below and based upon fifteen (15) percent of the actual salaries and benefits claimed. In no event shall the amount invoiced for administrative costs by MENTAL HEALTH and paid for by YCHHSD exceed fifteen (15) percent of the actual salaries and benefits claimed for the invoice period.
- d. YCHHSD shall pay MENTAL HEALTH a maximum amount not to exceed \$432,053 (Four Hundred Thirty-Two Thousand and Fifty-Three Dollars) in accordance with the following schedule:

Fiscal Year	Staffing	Salary & Benefits	15% Admin	Total
2015/16	Mental Health Therapist (1 FTE)	\$119,857	\$17,979	\$137,836
2016/17	Mental Health Therapist (1 FTE)	\$126,805	\$19,021	\$145,826
2017/18	Mental Health Therapist (1 FTE)	\$129,036	\$19,355	\$148,391

- e. The maximum reimbursement from YCHHSD to MENTAL HEALTH in accordance with this schedule shall be \$432,053 (Four Hundred Thirty-Two Thousand and Fifty-Three Dollars). In no event will YCHHSD reimburse MENTAL HEALTH more than the actual costs of salary and benefits paid plus 15 percent administrative fees.
- f. YCHHSD agrees to provide standard workspace and furniture, office supplies, phone, use of copier, access to computer with standard software, and use of county vehicle for home visitation to MENTAL HEALTH staff stationed at YCHHSD's Human Services Division for the purpose of provision of services under this Agreement.

- g. Services performed by MENTAL HEALTH and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to MENTAL HEALTH by YCHHSD if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.
- h. This MOU is valid and enforceable only if sufficient funds are made available to YCHHSD and to MENTAL HEALTH from state and federal sources for the purpose of this program. In addition, this MOU is subject to any additional restrictions or conditions enacted by Congressional or Legislative process, which affect the provision or terms of this MOU in any manner.
- i. YCHHSD shall be held harmless from any State disallowance resulting from payments made to MENTAL HEALTH pursuant to this MOU. If MENTAL HEALTH has received payments, it shall be liable for any State disallowance made with respect to those payments. MENTAL HEALTH shall reimburse the YCHHSD for any such disallowance in the manner authorized by applicable laws and regulations.

6. GENERAL PROVISIONS

- a. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- b. This MOU may be terminated by either party upon thirty (30) days written notice.
- c. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of ten (10) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited ten (10) year period.
- d. MENTAL HEALTH agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.
- e. MENTAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.

- f. MENTAL HEALTH warrants that it is knowledgeable of the provision of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. MENTAL HEALTH agrees that its employees will execute appropriate certifications.
- g. MENTAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government.
- h. 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.
- i. MENTAL HEALTH is self-insured under California law. MENTAL HEALTH shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - 1) General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - 2) Auto Liability including non-owned automobiles, with a minimums as follows:
 - a. Bodily injury
 - i. Per Person \$1,000,000
 - ii. Per Accident \$1,000,000
 - b. Property Damage \$1,000,000
 - 3) Workers Compensation insurance in accordance with California state law.
 - 4) Employer's Liability coverage in the amount of one million dollars (\$1,000,000) .

If requested by YCHHSD in writing MENTAL HEALTH shall provide, upon receipt of a fully-executed MOU, a Certificate of Self-Insurance naming YCHHSD, its officers, agents, and employees individually and collectively as additional insured (except Worker's Compensation Insurance) for services provided under this MOU.

Coverage shall apply as primary insurance and any other insurance of self-insurance maintained by MENTAL HEALTH, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice to YCHHSD.

7. NOTICES

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

If to YCHHSD:

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Ave., Ste 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th St., Suite 111
Marysville, CA 95901

If to MENTAL HEALTH:

Tony Hobson, Ph.D.
Assistant Director for Mental Health
Sutter-Yuba Mental Health
1965 Live Oak Blvd, Suite A
P.O. Box 1520
Yuba City, CA 95992-1520

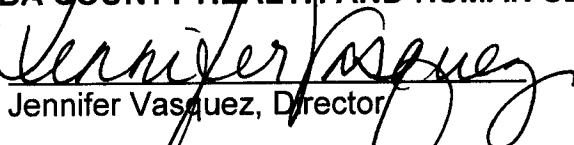
With a copy to:

County Counsel
County of Sutter
1160 Civic Center Drive, Suite C
Yuba City, CA 95993

IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By


Jennifer Vasquez, Director

Date:

8/10/15

YUBA COUNTY BOARD OF SUPERVISORS

Date:

Chair

INSURANCE PROVISIONS APPROVED

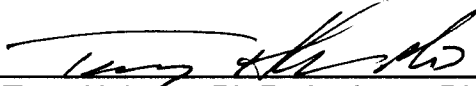

Jill Abel,
Human Resources Director & Risk Manager

APPROVED AS TO FORM:


Angil P. Morris-Jones,
County Counsel

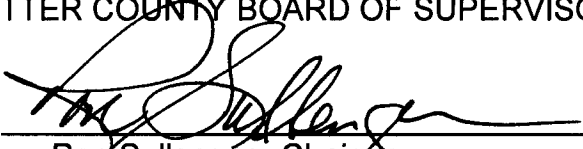
ATTEST: DONNA STOTTLEMEYER
YUBA COUNTY CLERK OF THE BOARD

SUTTER-YUBA MENTAL HEALTH SERVICES

By: 
Tony Hobson, Ph.D. Assistant Director
Human Services - Mental Health

Date: 7-16-15


SUTTER COUNTY BOARD OF SUPERVISORS


By: 
Ron Sullenger., Chairman

Date: 7-28-15

ATTEST: DONNA M. JOHNSTON
SUTTER COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: 



The seal is circular with the text "BOARD OF SUPERVISORS" around the top and "SUTTER CO., CA" around the bottom. In the center is a landscape featuring a mountain, a river, and a sun.

By: 

ATTACHMENT A
YUBA SUTTER MENTAL HEALTH MONTHLY STATISTICAL REPORT
for
MENTAL HEALTH SERVICES

(380-0815) Appro... - 11 of 14

REPORT MONTH: _____
 (Month / Year)

	CalWORKs
1 Total unduplicated number of referrals received during Report Month	_____
2 Total number of assessments completed during the Report Month	_____
3 Total number recommended for treatment	_____
4 Total number referred to Sutter-Yuba Mental Health Services for:	_____
<input type="checkbox"/> Counseling	_____
<input type="checkbox"/> Psychotropic Meds	_____
5 Total number referred to Private Provider	_____
6 Total number receiving ongoing treatment	_____
7 Total number of counseling hours provided in the:	_____
<input type="checkbox"/> Home	_____
<input type="checkbox"/> Office	_____
8 Types and numbers of educational and skills workshops or support group meetings conducted:	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
9 Caseload Activity Summary:	
A. Total number of active cases at beginning of Report Month (Contact of at least once a month)	_____
B. Total number of new cases added during the Report Month	_____
C. Total number of cases closed during the Report Month	_____
D. Total number of active cases at the end of the Report Month (A plus B minus C equals D)	_____

_____	_____	_____
Contact Person	Title	Date

ATTACHMENT B INVOICE FORMAT

(380-0815) Appro... - 12 of 14

Contractor: _____ Contact: _____

Address: _____ Phone #: _____

Report Period: _____ to _____

Services To CalWORKs Program:

Personnel	# of Positions	Salary	Benefits	Total
Mental Health Therapist	1 FTE			
Sick Leave / Vacation	Available	Used	Balance	
Sick Leave				
Vacation				
Travel				
Administration (15% of Sal. & Ben.)				
Contract Services				
GRAND TOTAL				\$

Certification:

I certify that this invoice is in all respects true and correct, that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract, that payment has not been previously received for the amount invoiced herein.

Authorized Signature

Date

Mail Invoice to:

Yuba County Health and
Human Services Department
Attn: CalWORKs Program Manager
P.O. Box 2320
Marysville, CA 95901

**ATTACHMENT C
BEHAVIORAL HEALTH REPORT**

(380-0815) Appro... - 13 of 14

**SUTTER-YUBA MENTAL HEALTH SERVICES
BEHAVIORAL HEALTH REPORT**

Date: _____ Initial Plan
Client Name: _____ Progress Report
SSN: _____ Change In Plan
CalWORKs Case No. _____ Discharge
Date Entered Program: _____
Behavioral Health Problem Identified: _____

Employment Tech: _____ **Ref. Date:** _____ **Social Worker:** _____

Skills for Change	Mental Health/Substance Abuse/Outpatient Services	Residential
_____ Wellness Groups	_____ Intensive Treatment Groups	_____ Pathways
_____ Educational Groups	_____ First Steps Program	_____ Right Roads
_____ Individual Counseling	_____ Pathways Step Down	
_____ Couple's Counseling	_____ Medication Support	
_____ Other Resource(s)	_____ Case Management	

TREATMENT ACTIVITY PLAN:

Recommendation of Participation:

_____ Continue in Program
_____ Good cause for limited participation: _____ hours of treatment per week
_____ Good cause for non-participation (up to thirty days) _____

PROGRESS REPORT:

Submitted: Monthly _____ Quarterly _____

Treatment recommendations followed by recipient? _____ Yes _____ No

Weekly hours in treatment: _____ Changes to Treatment Activity Plan: _____

Comments: _____

Mental Health Clinician/Substance Abuse Counselor

Date

Clinician/Counselor: Complete BHR and submit to YCDSS within five (5) working days. Progress reports to be submitted as per time identified above.

ATTACHMENT D

**VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT**

(380-0815) Appro... - 14 of 14

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: Sutter-Yuba Mental Health Services

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

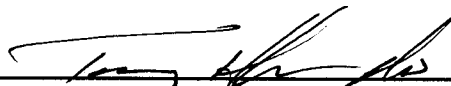
BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

7-16-15

Contractor's Signature



1965 Live Oak Blvd, Suite A
P.O. Box 1520, Yuba City, CA 95992
Address of vendor/recipient
CR50-Vendor Assurance of Compliance

(08/13/01)

The County of Yuba

(381-0815) Appro... - 1 of 66

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



**Dr. Nichole Quick, M.D.,
Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director *J. Vasquez*
Health & Human Services Department

Dr. Nichole Quick, Health Officer
Public Health Division *N. Quick*

DATE: August 25, 2015

SUBJECT: Agreement with the California Department of Public Health for Grant Agreement #15-10467 Immunization Local Assistance Grant and authorization for Chairman to execute documents required by this agreement.

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Agreement with the California Department of Public Health (CDPH) for Grant Agreement #15-10467 Immunization Local Assistance Grant for the term of July 1, 2015, through June 30, 2017 and authorize the Chair to execute documents as required by this Agreement.

BACKGROUND: The Health and Human Services Department has applied and been approved for continuing funding through CDPH in the amount of \$72,500.00 to provide immunization services to the general public. 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 conducting a general immunization program that provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, Yuba County will continue to identify target populations in need of immunizations and initiate corrective action to improve immunization levels. The Agreement will allow for the continuation of improving coverage rates among children, adolescents and adults along with 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.

COMMITTEE: The Human Services Committee recommended approval on August 11, 2015.

FISCAL IMPACT: Approval of the Agreement will not impact County General Funds. There is no County match requirement.

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KAREN L. SMITH, MD, MPH
Director and State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health

381-0815
(381-0815) Appro... - 3 of 66



EDMUND G. BROWN JR.
Governor

July 6, 2015

County of Yuba
Attention: Lynne Olsen
Director of Nurses
P.O. Box 2320
5730 Packard Avenue, Suite 100
Marysville, CA 95901

Subject: Grant Agreement Number 15-10467

Dear Ms. Olsen:

Please find attached the above-referenced Grant Agreement between the California Department of Public Health and County of Yuba for review and signature.

The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. If you encounter any problems please contact me immediately for assistance. Please do not alter this Agreement, but if necessary, all requests for changes/corrections must be submitted to CDPH for Contract Management Unit approval prior to Grantee signature.

To approve this Agreement print, sign and return only the following checked items:

- ☒ **Two (2) original copies of the Grant Agreement, CDPH 1229** (sign page 3 of the Grant Agreement) both copies must bear original signatures. Please return two (2) sets of all three (3) pages of the Grant Agreement, CDPH 1229.
- ☒ **Return (1) original copy of the Exhibit F, #6, Certification Regarding Lobbying** for federally funded grants over \$100,000. This original copy must bear original signature.
- ☒ **One (1) original copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the agreement.**

Federal funding is made available from the Centers for Disease Control, Immunization Grant 93.268.

This agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedious handling of this agreement is appreciated. For inquiries regarding this agreement, please contact Robina Escalada at (510) 620-3729. Unless

Lynne Olsen
County of Yuba
July 6, 2015
Page 2 of 2

otherwise instructed, do not invoice CDPH for services rendered under this agreement until you receive your copy of the fully executed agreement.

The Centers for Disease Control requires that all federal funds be obligated by December 31, 2015. While the CDPH Immunization Branch will take responsibility to ensure that funds are obligated by the required due date, this requirement cannot be completed without a fully executed agreement. Therefore, in order to complete the process, agreements should be signed and returned to the Immunization Branch as soon as possible.



Robina Escalada
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P 2nd Floor
Richmond, CA 94804
(510) 620-3729

Attachment(s)

**CALIFORNIA IMMUNIZATION PROGRAM
RFA # 15-10146 Immunization Local Assistance Grant**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Yuba, hereinafter "Grantee"

**Implementing the project, "Provide Immunization Services to the General Public,"
hereinafter "Project"**

GRANT AGREEMENT NUMBER 15-10467

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, Chapter 435, which requires immunizations against childhood diseases prior to school admittance and Federal Grant # 5H23IP000717-03.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide immunization services to the general public. Local Health Department (LHD) Health Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's (CDPH) responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Seventy Two Thousand Five Hundred dollars (\$72,500).

TERM OF GRANT: The term of the Grant shall begin on July 1, 2015, or upon approval of this grant, and terminates on June 30, 2017. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2017.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee:
Immunization Branch Attn: Robina Escalada, Health Program Specialist	County of Yuba Name: Lynne Olsen, Director of Nurses
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: 5730 Packard Avenue, Suite 100

City, ZIP: Richmond, CA 94804	City, ZIP: Marysville, CA 95901
Phone: (510) 620-3729	Phone: (530) 749-6766
Fax: (510) 620-3774	Fax: (530) 749-6281
E-mail: Robina.Escalada@cdph.ca.gov	E-mail: lolsen@co.yuba.ca.us

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: County of Yuba
Attention: Cindy Klaisle, Field Representative	Attention: Lynne Olsen, Director of Nurses
Address: 1130 Conroy Lane, Suite 500	Address: 5730 Packard Avenue, Suite 100
City, ZIP: Roseville, CA 95661	City, ZIP: Marysville, CA 95901
Phone: (530) 886-3679	Phone: (530) 749-6766
Fax: (530) 886-3670	Fax: (530) 749-6281
E-mail: cindy.klaisle@cdph.ca.gov	E-mail: lolsen@co.yuba.ca.us

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A GRANT APPLICATION

The Grant Application provides the description of the project.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

The approved budget supersedes the proposed budget in the Grant Application.

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATIONS #15-10146

Including all the requirements and Attachments contained therein

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

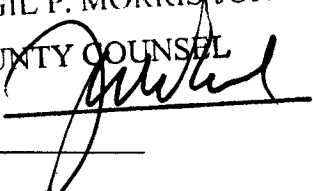
GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Mary Jane Griego, Chair
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

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

Date: _____

Yolanda Murillo, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899-7377

County of Yuba
Grant # 15-10467
Total Pages: 19

EXHIBIT A

GRANT APPLICATION

Date: 04/27/2015

CDPH Immunization Branch
Fiscal Year 2015-17
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	May 22, 2015
ORGANIZATION NAME	Yuba County Health & Human Services
AGREEMENT NUMBER	(Will be assigned by IZ/CDPH)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: Donna Paterno	Phone Number: 530-749-6749
E-mail: <u>dpaterno@co.yuba.ca.us</u>	

Type of Application:	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal <input type="checkbox"/> Continuation
<input type="checkbox"/> Supplement	<input type="checkbox"/> Revision

Budget Period:	Total Amount Requested:
From: <u>7/1/2015</u> To: <u>6/30/17</u>	\$ 72,500

Letter of Intent due May 29, 2015

APPLICATION CONTENTS:

Application due May 22, 2015

Please Check

Form 1: Application Cover Sheet/Checklist	<input checked="" type="checkbox"/>
Form 2: Grantee Information Form	<input checked="" type="checkbox"/>
Form 3: Local Project Synopsis	<input checked="" type="checkbox"/>
Form 4: LHD Scope of Work	<input checked="" type="checkbox"/>
Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget	<input checked="" type="checkbox"/>
Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget	<input checked="" type="checkbox"/>

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

Date: 04/27/2015

Form 2**CDPH Immunization Branch
Grantee Information Form****Date Form Completed:** 5/22/15

Organization	This is the information that will appear on your grant agreement cover.	
	Federal Tax ID #	94-6000549 Contract/Grant# (will be assigned by IZ/CDPH)
	Name	Yuba County Health & Human Services
	Mailing Address	P.O. Box 2320
	Street Address (If Different)	5730 Packard Avenue, Suite 100, Marysville, CA 95901
	County	Yuba
	Phone	530-749-6311 Fax 530-749-6281
	Website	www.co.yuba.ca.us
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name	Mary Jane Griego
	Title	Chair of Yuba County Board of Supervisors
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	915 8 th Street, Suite 109
	Street Address (If Different)	
	Phone	(530) 749-7510 Fax (530) 749-7353
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	Lynne Olsen
	Title	Director of Nurses
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/>	
	Mailing Address	Same
	Street Address (If Different)	Same
	Phone	530-749-6766 Fax 530-749-6281
E-mail	lolsen@co.yuba.ca.us	

Date: 04/27/2015

Payment Receiver	All payments are sent to the attention of this person at the designated address.		
	Name	Donna Paterno	
	Title	Accounting Technician	
	<i>If address(es) are the same as the organization above, just check this box and go to Phone X</i>		
	Mailing Address	Same	
	Street Address (If Different)	Same	
	Phone	530-749-6749	Fax
E-mail	dpaterno@co.yuba.ca.us		
Fiscal Reporter	The Fiscal Reporter prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.		
	Name	Donna Paterno	
	Title	Accounting Technician	
	<i>If address(es) are the same as the organization above, just check this box and go to Phone X</i>		
	Mailing Address	Same	
	Street Address (If Different)	Same	
	Phone	530-749-6749	Fax
E-mail	dpaterno@co.yuba.ca.us		
Fiscal Signatory	The Fiscal Signatory has signature authority for invoices and all fiscal documentation reports.		
	Name	Erman Thurman	
	Title	Program Manager Financ/Administration	
	<i>If address(es) are the same as the organization above, just check this box and go to Phone X</i>		
	Mailing Address	Same	
	Street Address (If Different)	Same	
	Phone	530-749-6356	Fax
E-mail	ethurman@co.yuba.ca.us		

RFA #15-10146
Date: 04/27/2015

**CDPH Immunization Branch
Grant Application
Local Project Synopsis**

Form 3

Name of Grantee: Yuba County Health and Human Services

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

The goal for 2015-2017 is to promote immunizations for Yuba County residents as recommended by the Advisory Committee on Immunization Practices (ACIP). Yuba County will provide immunization education to schools, health care providers, community partners, staff, etc. in an effort to promote vaccines to prevent vaccine preventable diseases in the county. Yuba County will use and promote the use of the California Immunization Registry.

Yuba County will connect with community pediatric providers and/or the local hospital to provide education regarding perinatal hepatitis B, encourage routine hepatitis B vaccination and hepatitis B post vaccination serology to ensure children exposed to perinatal hepatitis B are immune. Case management will be provided to all perinatal hepatitis B affected individuals.

Yuba County will serve as the immunization resource to the community and promote best practices through the development of partnerships and collaborative activities.

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*

**CDPH Immunization Branch
LHD Scope of Work**

Form 4**1. Service Overview**

Grantee agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health (LHD) Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2.**Glossary of Acronyms**

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

**CDPH Immunization Branch
LHD Scope of Work**

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Date: 04/27/2015

3. Services to be Performed

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Goals:

1) Program Management

Objective 1: To improve accountability, maximize efficiency and increase productivity under this grant.

a. Required Activities:

- i. Grantee agrees to assign the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinator's meetings, and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly grant reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Percentage of immunization funds expended.

c. Reporting Requirements:

- i. Grant reports.

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2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

b. Suggested Activities:

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The Grantee will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to

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other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented grant reports.

3) Vaccine Availability

Objective 1: The grantee will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*. LHDs are responsible for ensuring that their community partners that receive State-supplied vaccine are in compliance with all storage and handling requirements.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine (excluding influenza only) may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, community partners, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,000	50
10,000-50,000	200
>50,000-<100,000	350
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

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- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- viii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff unless prior approval by CDPH.
- ix. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

b. Suggested Activities:

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.
- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., primary care, juvenile halls, community and school-based clinics and private providers).

c. Performance Measures:

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

d. Reporting Requirements:

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective 1: The Grantee is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations). Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- ii. Assist with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.

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- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. Run CoCasa reports or missing immunization reports to identify patients needing recall and any trends of gaps in immunization coverage.

b. Suggested Activities:

- i. State influenza doses should be entered into CAIR as feasible.
- ii. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc., and assist CDPH Immunization Branch with addressing implementation issues within these settings.
- iii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iv. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- v. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective 1: To improve the quality and efficiency of immunization services, participate or follow up on VFC Compliance Visits, as requested by CDPH staff, to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the VFC Compliance Visit process for all LHD facilities and HDAS within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the Senior Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain an LHD database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.

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- iii. Provide instructions and/or referral to the Local CAIR Representatives (LCR) or CAIR website to providers requesting guidance on using CoCASA for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting follow-up activities as requested.

c. Performance Measures:

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

d. Reporting Requirements:

- i. VFC Compliance Visit Reports and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

6) Perinatal Hepatitis B Prevention

Objective 1: Reduce the incidence of perinatal hepatitis B infection in the jurisdiction.

a. Required Activities:

- i. Educate prenatal care providers on:
 - 1) Screening all pregnant women for Hepatitis B Surface Antigen (HBsAg) as part of the first prenatal labs;
 - 2) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 3) Reporting HBsAg-positive pregnant women to the local health jurisdiction (LHJ) within the timeline stated by current California codes and regulations; and
 - 4) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- ii. Educate birth hospitals on:
 - 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal hepatitis B infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive and notification of LHJ if PEP is refused by the parents; and administration of a universal Hepatitis B Vaccine (HBV) birth dose.
- iii. Create a method with LHJ Communicable Disease staff to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.

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- vi. Follow up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt
- vii. Follow-up with pediatrician to ensure that PVS testing occurs at 9 months and document the results
- viii. Recommend that infected infants are referred to a gastroenterologist
- ix. Report the following to CDPH
 - a. HBsAg-positive pregnant women;
 - b. Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - c. HBV-infected infants ≤ 24 months of age.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures

- i. Number of birth hospitals within the jurisdiction providing Hepatitis B birth dose and screening all pregnant women for HBsAg in accordance with recommendations.
- ii. Noncompliant birth hospitals have received education regarding recommendations.
- iii. Number of infants born to HBV-infected mothers who have completed PVS testing
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine which have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number of birthing hospitals that are compliant with Hepatitis B birth dose and HBsAg screen of pregnant women recommendations.
- ii. Provide updates regarding education and assistance provided to noncompliant birth facilities.
- iii. Report birth hospitals that have successfully enrolled and are actively participating in the VFC Program.

7) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

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b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

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- ☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- ☐ Contribute an article to newsletters/bulletins
- ☐ Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- ☐ Distribute materials for use at community health fairs/events
- ☐ Post message(s) on Facebook, Twitter
- ☐ Post a web banner on your website and/or signature line
- ☐ Advertise your message (outdoor advertising, print, radio, TV, Online)
- ☐ Conduct a health fair or other community event
- ☐ Conduct a presentation for grand round/In-service for providers
- ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- ☐ Conduct a presentation for a community group (e.g., prenatal class)
- ☐ Conduct a press event
- ☐ Issue a press release
- ☐ Issue a proclamation
- ☐ Participate in a media interview

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

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d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

8) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 1: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- ii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff if prior approval is given by CDPH.
- iii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

9) Assessment of Compliance with Childcare and School Immunization Entry Requirements

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Objective 1: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- ii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iii. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

- i. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

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Exhibit B - Budget

Form 5A

Applicant: County of Yuba
Budget Period: July 1, 2015 - June 30, 2016

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ 5,616.00
2	Vaccine Accountability and Management	\$ 1,644.00
3	Vaccine Availability	\$ 1,644.00
4	Immunization Information Systems	\$ 1,918.00
5	Provider Quality Assurance and Improvement	\$ 4,656.00
6	Perinatal Hepatitis B Prevention	\$ 10,035.00
7	Education, Information, Training and Partnerships	\$ 4,984.00
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ 4,109.00
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ 1,644.00
Total Funding Requested within this Application:		\$ 36,250.00
Total Personnel:		\$ 35,512.00
Total General Expenses:		\$ 738.00
Budget Total:		\$ 36,250.00

Exhibit B - Budget

Form 5B

Applicant: County of Yuba
Budget Period: July 1, 2016 - June 30, 2017

<u>Objective</u>	<u>Funding Amount</u>
1 Program Management	\$ 5,644.00
2 Vaccine Accountability and Management	\$ 1,743.00
3 Vaccine Availability	\$ 1,743.00
4 Immunization Information Systems	\$ 2,034.00
5 Provider Quality Assurance and Improvement	\$ 4,068.00
6 Perinatal Hepatitis B Prevention	\$ 10,023.00
7 Education, Information, Training and Partnerships	\$ 5,184.00
8 Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ 4,068.00
9 Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ 1,743.00
Total Funding Requested within this Application:	
	\$ 36,250.00

Total Personnel:	\$ 35,526.00
Total General Expenses:	\$ 724.00
Budget Total:	\$ 36,250.00

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Robina Escalada
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

- 1) \$36,250 for the budget period of 07/01/2015 through 06/30/2016.
- 2) \$36,250 for the budget period of 07/01/2016 through 06/30/2017.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Allowable Line Item Shifts

A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. Grantee shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Grantee.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. INDEPENDENT ACTOR: Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. MEDIA EVENTS: Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. NO THIRD-PARTY RIGHTS: The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. NOTICE: Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. PROFESSIONALS: Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. RECORDS: Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. RELATED LITIGATION: Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

County of Yuba
Grant # 15-10467
Total Pages: 25

EXHIBIT D

REQUEST FOR APPLICATIONS #15-10146



KAREN L. SMITH, MD, MPH
Director and State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health

(381-0815) Appro... - 33 of 66

EDMUND G. BROWN JR.
Governor

DATE: April 30, 2015

TO: Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants

FROM: Maria E. Volk, MPA, Acting Assistant Branch Chief *Maria E. Volk*
Immunization Branch

SUBJECT: **Application for Immunization Local Assistance Grant Funds,
Fiscal Year 2015-2017**

GRANT AGREEMENT FUNDING ANNOUNCEMENT/RELEASE

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the grant application process to Local Health Department (LHD) grantees for FY 2015-17. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, Chapter 435, which requires immunizations against childhood diseases prior to school admittance. LHDs serve as the lead health agency in their respective jurisdictions. LHD's Health Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

OVERVIEW

This letter also provides an overview of the allocation of funding application process. As in past years, your State Immunization Branch Field Representative will discuss the contractual dollar amount available to your Department for FY 2015-17. In addition, your representative is available for assistance and consultation regarding any programmatic issues included in the grant and preparation of your proposed budget. For your reference, a copy of the Allowable/ Non-Allowable Use of 317 and VFC (Vaccines for Children) Federal Assistance (FA) Operations Funds is enclosed.

This year CDPH will be initiating a two year grant. The award figure for both years will be the same. Similar to prior years, the availability of federal local assistance grant funds is dependent upon funds received from the Centers for Disease Control and Prevention and, at CDPH's discretion, we may award additional funding if it becomes available. Should funding be reduced, we will promptly notify you of such changes and will work with you to revise your budget to match available funds.

SUBMISSION OF FINAL APPLICATION PACKAGE

Completed application packages must be submitted by **Friday, May 22, 2015** to izb.admin@cdph.ca.gov.

The application package contains the following:

- Form 1: Application Cover Sheet/Checklist
- Form 2: Grantee Information Form
- Form 3: Local Project Synopsis
- Form 4: LHD Scope of Work
- Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget
- Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget

Thank you.

Enclosures

cc: Perinatal Hepatitis B Coordinators
State Immunization Branch Field Representatives
Ruby Escalada, CDPH, Immunization Branch
Noemi Marin, CDPH, Immunization Branch
Rossana Ordonez, CDPH, Immunization Branch
Jonathan Tandoc, CDPH, Immunization Branch

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

The Centers for Disease Control and Prevention (CDC) developed the following table to assist states and their sub-recipients in preparing budgets that are in compliance with federal grants policies and CDC award requirements. The table was developed using a combination of OMB Circular A-87, PHS Grants Policy Statement 9505, and POB-identified program priorities.

Object Class Category/Expenses	Allowable with 317 operations funds
Personnel	
Salary/wages	x
Fringe	
Compensation/fringe benefits	x
Travel	
State/Local/Regional conference travel expenses	x
Local meetings/conferences (Ad hoc) (excluding meals)	x
In-state travel costs	x
Out of state travel costs (e.g. NIC, Hep B Coordinator's Meeting, Program Managers/PHA Meeting, ACIP meetings, AFIX and VFC trainings, Program Managers Orientation, and other CDC-sponsored immunization program meetings)*	x
*Please refer to Operations Funding Categories, pg. 10-11 for additional information.	
VFC-only site visits	x
AFIX-only site visits	x
Combined (AFIX & VFC site visits)	x
Perinatal hospital record reviews	x
Equipment*	
Fax machines for vaccine ordering	x
Vaccine storage equipment for VFC vaccine	x
Copy machines	x
*Equipment: an article of tangible nonexpendable personal property having useful life of more than one year <u>and</u> an acquisition cost of <u>\$5,000 or more</u> per unit.	

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Supplies	
Vaccine administration supplies (including, but not limited to, nasal pharyngeal swabs, syringes for emergency vaccination clinics)	x
Office supplies-computers, general office (pens, paper, paper clips, etc.), ink cartridges, calculators	x
Personal computers/Laptops/Tablets	x
Pink Books, Red Books, Yellow Books	x
Printers	x
Laboratory supplies (influenza cultures and PCRs, cultures and molecular, lab media serotyping)	x
Digital data logger with valid certificate of calibration/validation/testing report	x
Vaccine shipping supplies (storage containers, ice packs, bubble wrap, etc.)	
Contractual	
State/Local conferences expenses (conference site, materials printing, hotel accommodations expenses, speaker fees). Food is not allowable.	x
Regional/Local meetings	x
General contractual services (e.g., IAPs, local health departments, contractual staff, advisory committee media, provider trainings)	x
GSA Contractual services	x
Other IIS contractual agreements (support, enhancement, upgrades)	x
FA	
Non-CDC Contract vaccines	x
Indirect	
Indirect costs	x
Miscellaneous	
Accounting services	x
Advertising (restricted to recruitment of staff or trainees, procurement of goods and services, disposal of scrap or surplus materials)	x
Audit Fees	x
BRFSS Survey	x
Committee meetings (room rental, equipment rental, etc.)	x

**Allowable Uses of
317 and Vaccine for Children (VFC) Federal Assistance (FA) Operations Funds**

Communication (electronic/computer transmittal, messenger, postage, local and long distance telephone)	x
Consumer information activities	x
Consumer/provider board participation (travel reimbursement)	x
Data processing	x
Laboratory services (tests conducted for immunization programs)	x
Local service delivery activities	x
Maintenance operation/repairs	x
Malpractice insurance for volunteers	x
Memberships/subscriptions	x
NIS Oversampling	x
Pagers/cell phones	x
Printing of vaccine accountability forms	x
Professional service costs directly related to immunization activities (limited term staff), Attorney General Office services	x
Public relations	x
Publication/printing costs (all other immunization related publication and printing expenses)	x
Rent (requires explanation of why these costs are not included in the indirect cost rate agreement or cost allocation plan)	x
Shipping (other than vaccine)	x
Shipping (vaccine)	x
Software license/Renewals (ORACLE, etc.)	x
Stipend Reimbursements	x
Toll-free phone lines for vaccine ordering	x
Training costs – Statewide, staff, providers	x
Translations (translating materials)	x
Vehicle lease (restricted to awardees with policies that prohibit local travel reimbursement)	x
VFC enrollment materials	x
VFC provider feedback surveys	x
VIS camera-ready copies	x

**Non-Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Expense	NOT allowable with federal immunization funds
Honoraria	x
Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)	x
Alcoholic beverages	x
Building purchases, construction, capital improvements	x
Land purchases	x
Legislative/lobbying activities	x
Bonding	x
Depreciation on use charges	x
Research	x
Fundraising	x
Interest on loans for the acquisition and/or modernization of an existing building	x
Clinical care (non-immunization services)	x
Entertainment	x
Payment of bad debt	x
Dry cleaning	x
Vehicle Purchase	x
Promotional Materials (e.g., plaques, clothing and commemorative items such as pens, mugs/cups,	x
Purchase of food (unless part of required travel per diem costs)	x

Other restrictions which must be taken into account while writing the budget:

Funds may be spent only for activities and personnel costs that are directly related to the Immunization Agreement. Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement program and will not be funded.

Date: 04/27/2015

CDPH Immunization Branch
Fiscal Year 2015-17
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	
ORGANIZATION NAME	
AGREEMENT NUMBER	(Will be assigned by IZ/CDPH)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name:	Phone Number:
E-mail:	

Type of Application:

☒ New
 ☐ Renewal
 ☐ Continuation
☐ Supplement
 ☐ Revision

Budget Period:	Total Amount Requested:
From: _____ To: _____	\$ _____

Letter of Intent due _____, 2015

APPLICATION CONTENTS:**Application due May 22, 2015****Please Check**

- Form 1: Application Cover Sheet/Checklist
- Form 2: Grantee Information Form
- Form 3: Local Project Synopsis
- Form 4: LHD Scope of Work
- Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget
- Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget

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NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

Date: 04/27/2015

Form 2

CDPH Immunization Branch
Grantee Information Form

Date Form Completed: _____

	This is the information that will appear on your grant agreement cover
Organization	Federal Tax ID # _____ Contract/Grant# (will be assigned by IZ/CDPH) _____
	Name _____
	Mailing Address _____
	Street Address (If Different) _____
	County _____
	Phone _____ Fax _____
	Website _____
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover
	Name _____
	Title _____
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>
	Mailing Address _____
	Street Address (If Different) _____
	Phone _____ Fax _____
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.
	Name _____
	Title _____
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>
	Mailing Address _____
	Street Address (If Different) _____
	Phone _____ Fax _____
E-mail _____	

Date: 04/27/2015

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	
E-mail	_____	
Fiscal Reporter	The <i>Fiscal Reporter</i> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	
E-mail	_____	
Fiscal Signatory	The <i>Fiscal Signatory</i> has signature authority for invoices and all fiscal documentation reports.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	
E-mail	_____	

CDPH Immunization Branch
Grant Application
Local Project Synopsis

Form 3

Name of Grantee:

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*

CDPH Immunization Branch LHD Scope of Work

Form 4

1. Service Overview

Grantee agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health (LHD) Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2.

Glossary of Acronyms

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

**CDPH Immunization Branch
LHD Scope of Work**

3. Services to be Performed

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Goals:**1) Program Management**

Objective 1: To improve accountability, maximize efficiency and increase productivity under this grant.

a. Required Activities:

- i. Grantee agrees to assign the responsibility of monitoring each program activity:
1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinator's meetings, and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly grant reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Percentage of immunization funds expended.

c. Reporting Requirements:

- i. Grant reports.

Date: 04/27/2015

**CDPH Immunization Branch
LHD Scope of Work**

2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

b. Suggested Activities:

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The Grantee will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to

**CDPH Immunization Branch
LHD Scope of Work**

other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented grant reports.

3) Vaccine Availability

Objective 1: The grantee will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*. LHDs are responsible for ensuring that their community partners that receive State-supplied vaccine are in compliance with all storage and handling requirements.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine (excluding influenza only) may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, community partners, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,000	50
10,000-50,000	200
>50,000-<100,000	350
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

**CDPH Immunization Branch
LHD Scope of Work**

- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- viii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff unless prior approval by CDPH.
- ix. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

b. Suggested Activities:

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.
- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., primary care, juvenile halls, community and school-based clinics and private providers).

c. Performance Measures:

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

d. Reporting Requirements:

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective 1: The Grantee is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations). Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- ii. Assist with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.

**CDPH Immunization Branch
LHD Scope of Work**

- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. Run CoCasa reports or missing immunization reports to identify patients needing recall and any trends of gaps in immunization coverage.

b. Suggested Activities:

- i. State influenza doses should be entered into CAIR as feasible.
- ii. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc., and assist CDPH Immunization Branch with addressing implementation issues within these settings.
- iii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iv. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- v. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective 1: To improve the quality and efficiency of immunization services, participate or follow up on VFC Compliance Visits, as requested by CDPH staff, to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the VFC Compliance Visit process for all LHD facilities and HDAS within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the Senior Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain an LHD database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.

**CDPH Immunization Branch
LHD Scope of Work**

- iii. Provide instructions and/or referral to the Local CAIR Representatives (LCR) or CAIR website to providers requesting guidance on using CoCASA for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting follow-up activities as requested.

c. Performance Measures:

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

d. Reporting Requirements:

- i. VFC Compliance Visit Reports and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

6) Perinatal Hepatitis B Prevention

Objective 1: Reduce the incidence of perinatal hepatitis B infection in the jurisdiction.

a. Required Activities:

- i. Educate prenatal care providers on:
 - 1) Screening all pregnant women for Hepatitis B Surface Antigen (HBsAg) as part of the first prenatal labs;
 - 2) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 3) Reporting HBsAg-positive pregnant women to the local health jurisdiction (LHJ) within the timeline stated by current California codes and regulations; and
 - 4) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- ii. Educate birth hospitals on:
 - 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal hepatitis B infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive and notification of LHJ if PEP is refused by the parents; and administration of a universal Hepatitis B Vaccine (HBV) birth dose.
- iii. Create a method with LHJ Communicable Disease staff to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.

**CDPH Immunization Branch
LHD Scope of Work**

Date: 04/27/2015

- vi. Follow up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt
- vii. Follow-up with pediatrician to ensure that PVS testing occurs at 9 months and document the results
- viii. Recommend that infected infants are referred to a gastroenterologist
- ix. Report the following to CDPH
 - a. HBsAg-positive pregnant women;
 - b. Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - c. HBV-infected infants ≤ 24 months of age.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures

- i. Number of birth hospitals within the jurisdiction providing Hepatitis B birth dose and screening all pregnant women for HBsAg in accordance with recommendations.
- ii. Noncompliant birth hospitals have received education regarding recommendations.
- iii. Number of infants born to HBV-infected mothers who have completed PVS testing
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine which have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number of birthing hospitals that are compliant with Hepatitis B birth dose and HBsAg screen of pregnant women recommendations.
- ii. Provide updates regarding education and assistance provided to noncompliant birth facilities.
- iii. Report birth hospitals that have successfully enrolled and are actively participating in the VFC Program.

7) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

**CDPH Immunization Branch
LHD Scope of Work**

b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

**CDPH Immunization Branch
LHD Scope of Work**

- ☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- ☐ Contribute an article to newsletters/bulletins
- ☐ Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- ☐ Distribute materials for use at community health fairs/events
- ☐ Post message(s) on Facebook, Twitter
- ☐ Post a web banner on your website and/or signature line
- ☐ Advertise your message (outdoor advertising, print, radio, TV, Online)
- ☐ Conduct a health fair or other community event
- ☐ Conduct a presentation for grand round/In-service for providers
- ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- ☐ Conduct a presentation for a community group (e.g., prenatal class)
- ☐ Conduct a press event
- ☐ Issue a press release
- ☐ Issue a proclamation
- ☐ Participate in a media interview

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

**CDPH Immunization Branch
LHD Scope of Work**

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

8) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 1: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- ii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff if prior approval is given by CDPH.
- iii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

9) Assessment of Compliance with Childcare and School Immunization Entry Requirements

**CDPH Immunization Branch
LHD Scope of Work**

Objective 1: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- ii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iii. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

- i. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant F**

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Exhibit B - Budget

Form 5A

Applicant:
Budget Period: July 1, 2015 - June 30, 2016

SECTION 1: GRANTEE BUDGET

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
Total Funding Requested within this Application:		\$ -

Total Personnel: \$ -
Total General Expenses: \$ -
Total Subgrantees (must match total funding in Section 2): \$ -
Budget Total: \$ -

SECTION 2: SUBGRANTEE BUDGET

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
Total Subgrantee Funding Requested:		\$ -

Total Subgrantee Personnel: \$ -
Total Subgrantee General Expenses: \$ -
Subgrantee Budget Total: \$ -

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant F

REA #15 10146

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Exhibit B - Budget

Form 5B

Applicant:
Budget Period: July 1, 2016 - June 30, 2017

SECTION 1: GRANTEE BUDGET

Objective		Funding Amount
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
Total Funding Requested within this Application:		\$ -

Total Personnel: \$ -
Total General Expenses: \$ -
Total Subgrantees (must match total funding in Section 2): \$ -
Budget Total: \$ -

SECTION 2: SUBGRANTEE BUDGET

Objective		Funding Amount
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
Total Subgrantee Funding Requested:		\$ -

Total Subgrantee Personnel: \$ -
Total Subgrantee General Expenses: \$ -
Subgrantee Budget Total: \$ -

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
- 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Federal Terms and Conditions

(For federally funded Grant agreements)

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

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions

1. Federal Funds

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

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

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

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

- e. The Grantee will furnish all information and reports required by Federal Executive Order 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

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

- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. Air or Water Pollution Requirements

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

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

6. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
 - (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
 - (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.
- b. Prohibition

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

7. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Yuba County

Name of Grantee

Mary Jane Griego

Printed Name of Person Signing for Grantee

15-10467

Contract / Grant Number

Signature of Person Signing for Grantee

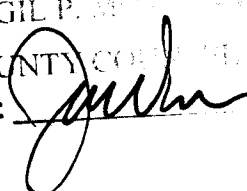
Date

Chairman, Yuba County Board of Supervisors

Title

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

California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

APPROVED AS TO FORM
ANGIL P. B. JONES
COUNTY CLERK
BY: 

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0048

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

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

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

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

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

**THE COUNTY OF YUBA
BOARD OF SUPERVISORS**



— PROCLAMATION —

HMONG HISTORY MONTH

WHEREAS, our community recognizes the Lao-Hmong, which means "free people," for their dedicated service and valiant support of the Armed Forces of the United States of America and its allies during the Vietnam War serving in the "Secret Army" funded by the CIA, which included Special Guerilla Units and other Special Forces, to thwart the Pathet Lao and North Vietnamese Army in Laos, Cambodia and Thailand from 1960 – 1975; and

WHEREAS, the members of this Laotian hill tribe are known for their warrior traditions, loyalty and bravery, evidenced by the guarding of United States personnel and Air Force radar installations; gathering critical intelligence on enemy movement and operations; performing rescue missions to save downed United States pilots; and fought in conventional and guerilla combat against overwhelming forces, including several North Vietnamese divisions, to disrupt the flow of troops and supplies along the Ho Chi Minh Trail; and

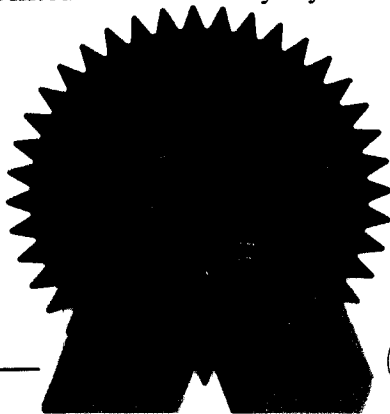
WHEREAS, a conservative estimate of over 35,000 brave Lao-Hmong men, women and children lost their lives, more than 50,000 were wounded, and more than 2,500 are missing in action, which does not include the devastating loss of life in excess of 30,000, when the Lao-Hmong fell victim to retributive ethnic cleansing starting in 1975 and continuing to this day; nor the thousands forced into re-education camps or who perished attempting to cross the Mekong River into Thailand; and

WHEREAS, in addition to the devastation to their homes and way of life, thousands of Lao-Hmong soldiers and their families became a country less people when they commenced their perilous flight to seek safe refuge in other countries such as Argentina, Australia, Canada, China, France, Japan, New Zealand and the United States – a mass exodus that continues to this day; and

WHEREAS, Yuba County recognizes the heroic and significant contributions made to the United States during fighting efforts in Laos and the exemplary way the Lao-Hmong have assimilated into and contributed to our American way of life.

NOW THEREFORE, the Yuba County Board of Supervisors hereby recognizes the month of September 2015 as Hmong History Month and reaffirms our commitment to respect and honor these men, women and children who served the United States with loyalty and bravery.


CHAIRMAN




CLERK OF THE BOARD OF SUPERVISORS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DM*
Date: August 25, 2015
Re: Phase 2 solar project

Recommendation

It is recommended that the Board of Supervisors:

1. Receive a presentation regarding energy related improvement consisting primarily of a solar array to benefit County facilities and the financing of the improvements; and,
2. Approve the energy services contract with Opterra Energy Services, Inc. for the implementation of the energy improvements and authorize the Chair of the Board to execute the contract; and,
3. Approve the implementation of the Clean Renewable Energy Bonds (CREBs) as previously reviewed by the Board.

Background

Back in 2011, the County embarked on a large scale energy improvement project. A key component of that project was the implementation of solar energy system at the Government Center and our Packard facilities. When these facilities were implemented, regulations required that solar could only benefit the building to which it was attached.

Now, we are able to construct a solar array in one location and reap benefit at another.

Discussion

This project implements a solar array at the Yuba County Airport, and will generate enough energy to offset approximately half the energy cost at the eleven (11) remaining County facilities that were not included in the original energy project. This means every County building will reap some benefit from solar energy. Essentially the way it works, power will be generated by the solar project at the Airport; 'sold' to PG&E, and then PG&E will provide the credit for this energy to the electricity bills of these eleven (11) facilities.

Today we'll hear from Ashu Jain, a senior engineer with OpTerra, who will explain the details what we are hoping to accomplish.

Then we'll hear from Jeff Small of Capitol Public Finance Group to talk about the financing of this project through the Internal Revenue Service's ("IRS") Clean Renewable Energy Bond or CREBs program. As will be described in further detail, CREBs are subsidized loans whereby approximately 70% of the loan interest is paid to the investor by the IRS. The net borrowing cost, including fees, is under 2% as compared to approximately 3.75% for a comparable conventional tax-exempt financing (in dollar terms, this interest rate differential equates to over \$1 million during the 15 year term of the loan). The CREB will enable the County to produce net revenue each year after taking into consideration energy savings, the interest subsidy, debt service on the CREB and operational costs of the project.

Financial Impact

The project cost is \$5,234,551, plus \$100,000 in fees related to the CREB. All costs and fees will be paid from the CREB. There will be no out-of-pocket costs paid by the County.

Project approval is contingent on the overall project being self-funded with no General Fund contributions beyond energy savings. With the Boards permission to proceed, we will put together the final financing package, and will be returning to your Board on September 22nd for your final review and approval.

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

**RESOLUTION APPROVING THE FORM)
AND AUTHORIZING THE EXECUTION OF)
AN ENERGY SERVICE CONTRACT WITH)
OPTERRA ENERGY SERVICES, INC. FOR)
THE IMPLEMENTATION OF CERTAIN)
ENERGY RELATED IMPROVEMENTS)
TO COUNTY FACILITIES)**

RESOLUTION NO. _____

WHEREAS, sections 4217.10 to 4217.18 of the California Government Code authorizes the Board of Supervisors (the "Board") to enter into an energy service contract for the implementation of energy related improvements if the Board finds that it is in the best interest of the County to enter into such energy service contract and that the anticipated cost to the County for electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the County of electrical or other energy that would have been consumed by the County in absence of those purchases; and

WHEREAS, OpTerra Energy Services, Inc. ("OpTerra") has provided to the County an energy service contract (the "Contract") for the implementation of certain energy related improvements to County facilities;

NOW, THEREFORE, BE IT RESOLVED, by the Yuba County Board of Supervisors as follows:

Section. 1. It is in the best interest of the County to enter into the Contract with OpTerra for the implementation of certain energy related improvements to County facilities

Section 2. The anticipated cost to County for electrical energy or conservation services provided by the energy conservation facility under the Contract will be less than the anticipated marginal cost to the County of electrical or other energy that would have been consumed by the County in absence of those purchases.

Section 3. The Contract, in the form on file with the Clerk of the Board, be and is hereby approved, and the Chair of the Board, the County Administrator or the County Treasurer-Tax

Collector, or the assignee of any such official, are hereby authorized and directed to execute the Contract, with such changes, insertions and omissions as may be approved by such officials, and the Clerk of the Board is hereby authorized and directed to attest to such official's signature, all in accordance with these findings and sections 4217.10 to 4217.18 of the California Government Code. Such approval, however, is subject to the County obtaining suitable financing for the Contract and that the County's obligations under the Contract will be self-funding with no General Fund contributions beyond energy savings.

Section. 4. Appropriate officials of the County are hereby authorized to pursue suitable financing for the Contract and to return to the Board for final approval when appropriate.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

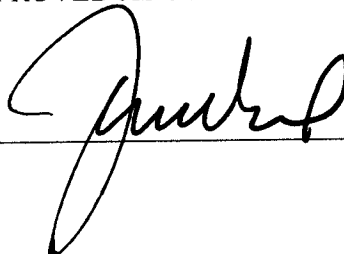
ABSENT:

ABSTAIN:

Mary Jane Griego, Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



Energy Services Contract
County of Yuba and OpTerra Energy Services
OpTerra ES Project #: 3 2 5 9 0 – 8 4 0
OpTerra ES Contract # R 3 0 2 3

ENERGY SERVICES CONTRACT

"Customer": County of Yuba

 Customer Address:
 915 8th Street
 Marysville, CA 95901

Contract Effective Date: _____, 2015

Estimated Construction Period: 12 months

"Contract Amount" (refer to Attachment F): \$5,234,551

This Energy Services Contract ("Contract") is made and entered into as of the Contract Effective Date by and between **OpTerra Energy Services, Inc. ("OpTerra ES")**, a Delaware corporation, having its principal offices at 345 California Street, 19th Floor, San Francisco, CA 94104, and the Customer identified above, for the purposes of providing comprehensive energy services. "OpTerra ES" and the "Customer" may singularly be identified as "Party" and collectively as "Parties." The attachments listed below as being attached are attached hereto and fully incorporated herein.

ATTACHMENTS TO CONTRACT

Attachment	Title	Attached	<u>Not Applicable/ Not Attached</u>
A	General Terms and Conditions	Attached	
B	Design/Build Terms and Conditions	Attached	
C	Customer's Facilities	Attached	
D	Scope of Work	Attached	
E			Not Used
F	Progress Payment Schedule	Attached	
G	Monitoring Requirements	Attached	
H	Preventive Maintenance Services	Attached	

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

OPTERRA ES:
OpTerra Energy Services, Inc.
CUSTOMER:
County of Yuba

By: _____

By: _____

Print Name: _____

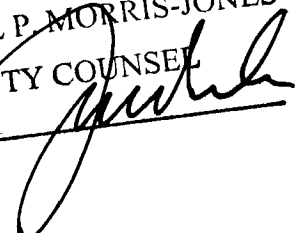
Print Name: _____

Title:

Title:

Per Resolution No. _____, adopted by the Customer's Board on _____.

APPROVED AS TO FORM:

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

ATTACHMENT A GENERAL TERMS AND CONDITIONS

CONTRACT RECITALS

WHEREAS, Customer owns and/or operates certain public facilities specifically described in Attachment C attached hereto and incorporated herein ("Facilities") and Customer wishes to reduce its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability by contracting to procure comprehensive energy management strategy expertise to achieve long term benefits and flexibility in managing the Customer's power and energy needs and to implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, OpTerra ES is a full-service energy services company with the technical capabilities to provide services to the Customer including, but not limited to, energy auditing, engineering, procurement, construction management, installation, construction, financing, training, monitoring and verification, and maintenance and operation (collectively, "Services"); and

WHEREAS, the Customer executed an Energy Audit Agreement with OpTerra ES to perform an energy audit and present the Customer with an Energy Services Contract to implement certain Energy Conservation Measures ("ECMs"); and

WHEREAS, pursuant to Section 4217.12 of the California Government Code the Board of Supervisors held a public hearing at a regularly scheduled public hearing on _____, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, the Board of Supervisors has determined that entering into an energy services contract to implement the ECMs is in the best interests of the Customer and pursuant to California Government Code Section 4217.10 et seq. allows the Customer to enter into this Energy Services Contract with OpTerra ES to implement the ECMs; and

WHEREAS, the Board of Supervisors, by adoption of Resolution No. _____ at its meeting of _____, approved this Energy Services Contract by and between OpTerra ES and the Customer and authorized the Board of Supervisors Chairman to execute this Energy Services Contract on behalf of the Customer.

NOW, THEREFORE, the Customer and OpTerra ES hereby agree as follows:

SECTION 1. PERFORMANCE OF THE WORK

Section 1.1. Performance of Work / Additional Terms and Conditions Governing Construction. All the Work to be performed hereunder, including engineering, equipment and material procurement, installation, and construction provided by OpTerra ES, will be provided in accordance per the terms of this Contract, its attachments, and the terms of Attachment B, "Design/Build Terms and Conditions", attached hereto and incorporated herein.

Section 1.2 Scope of Work. The Scope of Work to be provided hereunder, including all engineering, equipment and material procurement, and installation and construction, is more fully described in the Scope of Work attached hereto as Attachment D, "Scope of Work".

Section 1.3 Project Schedule/ Notice to Proceed. After the Contract Effective Date, OpTerra ES will develop, with input from Customer, a master project schedule using Microsoft Project®. OpTerra ES will establish a weekly construction meeting at which time the Work of the previous week will be reviewed and a two week look ahead will be coordinated. The project schedule will be updated monthly. Within ten (10) days after Customer has closed the financing referenced in Section 1.5, Customer will issue to OpTerra ES a written Notice to Proceed ("Notice to Proceed"). OpTerra ES will begin Work within thirty (30) calendar days after OpTerra ES's receipt of the Notice to Proceed. If Customer fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, OpTerra ES will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 1.4 Additional Work. During the Contract Term, the Parties hereto may mutually agree to add additional Work and/or Projects to the Scope of Work by a written Change Order, executed by both Parties; and such work shall be performed in accordance with the terms and conditions of this Contract, as amended.

Section 1.5 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon Customer closing financing that will allow it to make the payments to OpTerra ES required by this Contract. Upon execution of this Contract, Customer will have sixty (60) calendar days to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice. It is acknowledged and agreed that OpTerra ES will have no obligation to commence performance of the Work unless and until the financing has been closed. Prior to the commencement of the Work, Customer will provide OpTerra ES proof that financial arrangements have been made to fulfill Customer's obligations under this Contract. Customer's requirement to furnish such proof to OpTerra ES is a condition precedent to commencement of the Work. After commencement of the Work, OpTerra ES may request such proof if (i) Customer fails to make payments to OpTerra ES as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) OpTerra ES has other reasonable concerns regarding Customer's ability to fulfill its payment obligations under this Contract when due. Customer will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After Customer furnishes any such proof, Customer will not materially vary such financial arrangements without prior consent of OpTerra ES. If Customer fails to provide OpTerra ES with such proof within ten (10) calendar days of receiving a demand from OpTerra ES, OpTerra ES will be entitled to suspend its performance under this Contract until such proof is received.

SECTION 2. CUSTOMER'S ENERGY AND OPERATIONAL RECORDS AND DATA

Customer represents and warrants that it has furnished to OpTerra ES (or shall furnish, or cause its energy suppliers to furnish, no later than ten (10) business days after the Contract Effective Date), all of its records and complete data requested by OpTerra ES concerning, without limitation, energy usage, energy-related maintenance, and other related costs for the Facilities listed in **Attachment C, "Customer Facilities"**, and including without limitation the following data for at least the past twelve (12) months and, optimally, the most current thirty-six (36) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, O&M manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures presently utilized. Customer agrees that OpTerra ES may rely on the foregoing data as being accurate in all respects. If requested, Customer shall also provide any prior energy audits of the Facilities, and copies of Customer's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and shall authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of OpTerra ES.

SECTION 3. CONTRACT TERM

The term of the Contract shall commence on the Contract Effective Date and end at the completion of the PM Services described in **Attachment H, "Preventive Maintenance Services"**.

SECTION 4. PAYMENTS

Payments by Customer to OpTerra ES under this Contract shall be in the form of monthly progress payments as discussed below and specifically described in **Attachment F, "Progress Payment Schedule"**.

Section 4.1. Monthly Progress Payments. Upon execution of this Contract, OpTerra ES shall invoice the Customer for the Energy Audit Fee and Design, Engineering and Mobilization Fee, as detailed on Attachment F. In addition, OpTerra ES shall submit to the Customer, or their designee, for approval its request for a monthly progress payment ("Request for Payment") in a form reasonably acceptable to Customer and its lender ("Lender"). The Customer, or their designee, shall approve each Request for Payment, less a five percent (5%) retainage amount ("Retainage"), within thirty (30) calendar days after its receipt thereof. A failure to timely approve a Request for Payment hereunder shall be a material default by Customer under this Contract. After approval of each Request for Payment by the Customer, or their designee, such Request shall be submitted to Lender who shall pay such amount. Each Monthly Progress Payment shall be made on or before the tenth (10th) day after such Request for Payment was received by Lender from Customer. Upon Final Completion OpTerra ES shall invoice and Customer shall pay the retainage amount of five percent (5%) of the total Contract Amount.

Section 4.2 Final Payment. The final Request for Payment may be made after Final Completion. Final Payment amount shall also include payment to OpTerra ES for the remaining five (5%) percent retainage amounts withheld by Customer.

Section 4.3 Disputed Invoices/Late Payments. If Customer disputes any Request for Payment, or part thereof, or any supporting documentation related thereto, or otherwise disputes any Request for Payment as provided in Section 4.5 below, Customer shall make full payment to OpTerra ES when required in Section 4.1 above, less any portions of the Request for Payment amount in dispute, and shall provide to OpTerra ES a written explanation of the basis for the dispute and the amount of the Request for Payment being withheld related to the dispute, no later than the Due Date. Customer shall be deemed to have waived and released any dispute known to it with respect to a bill if such written explanation is not provided within thirty (30) calendar days after the Due Date. If any amount disputed by Customer is finally determined to be due to OpTerra ES, either by agreement between the Parties or as a result of dispute resolution pursuant to Section 15 below, it shall be paid to OpTerra ES within ten (10) business days of such final determination, plus reasonable interest at the interest rate set forth in Attachment B, Section 19 ("Interest").

Section 4.4 Rebate Programs. OpTerra ES makes no guarantee that Customer will receive funding from any energy efficiency rebate, incentive, and/or loan program(s) (collectively, "Incentive Funds"), or any portion thereof; OpTerra ES expressly disclaims any liability for Customer's failure to receive any portion of the Incentive Funds, and Customer acknowledges and agrees that OpTerra ES will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

SECTION 5. WARRANTY/LIMITATION OF LIABILITY

OpTerra ES warrants its workmanship provided hereunder, including its subcontractors' workmanship, shall be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("OpTerra ES Warranty"). All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, OpTerra ES will have no liability for breach of any warranty or for any latent or patent defect of any kind. Equipment and material warranties that exceed the one (1) year warranty period shall be provided directly by the equipment and/or material manufacturers and such warranties shall be assigned directly to the Customer, after the one (1) year period. During the one (1) year OpTerra ES warranty period, OpTerra ES shall be the Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. Other than for lamps and ballasts, any material defects that are discovered within the one (1) year OpTerra ES warranty period, OpTerra ES, or OpTerra ES' subcontractors, will correct its defects, and/or OpTerra ES will work with the equipment or material manufacturer as the Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. For typical industry standard lamp and ballast failures during the one (1) year OpTerra ES warranty period, the Customer will replace such failed lamps/ballasts with replacement stock provided by OpTerra ES,

provided, however, Customer shall return the failed lamps/ballasts to the manufacturer in order to ensure that sufficient quantities of replacement stock are available during the one year warranty period. Such warranty services shall be expected to be performed in five (5) business days after the Customer provides appropriate Project Location access to OpTerra ES. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than OpTerra ES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized OpTerra ES subcontractor, improper operation, or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the one (1) year OpTerra ES warranty period, and the equipment or material has a warranty period that exceeds one (1) year, the Customer shall contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer shall have sole responsibility for such issues.

EXCEPT FOR THE WARRANTY AND GUARANTEES PROVIDED IN SECTION 5 HEREIN, CUSTOMER EXPRESSLY AGREES THAT OPTERRA ES MAKES NO OTHER WARRANTIES AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, IN CONNECTION WITH THE SALE AND INSTALLATION OF EQUIPMENT AND MATERIALS PROVIDED HEREUNDER WHETHER EXPRESS OR IMPLIED, IN LAW OR IN COMMUNICATION BETWEEN OPTERRA ES AND CUSTOMER. OPTERRA ES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL HAVE NO REMEDIES AGAINST EITHER OPTERRA ES OR ANY OPTERRA ES SUBCONTRACTOR FOR ANY DEFECTIVE WORK INSTALLED EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH EQUIPMENT IN ACCORDANCE WITH THE WARRANTY INDICATED ABOVE. SPECIFICALLY, OPTERRA ES, OR OPTERRA ES' SUBCONTRACTOR, SHALL NOT BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

This Contract does not contain an energy savings guarantee or solar PV system performance guarantee and Customer hereby waives any such guarantee to the fullest extent permitted by Applicable Law.

SECTION 6. GOVERNMENTAL PERMITS AND APPROVALS; COORDINATION

Section 6.1. Permits and Approvals. Customer will cooperate fully with and assist OpTerra ES in obtaining all permits and approvals required under this Contract. OpTerra ES is responsible for obtaining permits and approvals required for the building, installation, and start-up of the Work hereunder which are required as of the Contract Effective Date. The Customer shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits as applicable.

Section 6.2. Coordination During Installation. Customer and OpTerra ES shall cooperate to coordinate the activities of OpTerra ES and OpTerra ES's subcontractors and suppliers with those of Customer, its employees, and agents. OpTerra ES will use reasonable efforts not to interfere with the performance of business activities conducted by Customer or its employees without prior written approval of Customer, which shall not be unreasonably withheld.

SECTION 7. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 7.1. Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, Customer will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. OpTerra ES will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.
- (b) License: Solely in connection with the Facilities, OpTerra ES grants to Customer a limited, perpetual, royalty-free, non-transferrable license for any OpTerra ES intellectual property rights necessary for Customer to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to Customer by OpTerra ES under this Contract will remain OpTerra ES' property and may be used by Customer only for the Work. OpTerra ES will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Customer or any Customer Person for future additions or alterations to the Project or for other projects, without the prior written agreement of OpTerra ES. Any unauthorized use of the Instruments of Service will be at Customer's sole risk and without liability to OpTerra ES. If Customer uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of OpTerra ES, Customer agrees to waive and release, and indemnify and hold harmless, OpTerra ES, its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 7.2. Ownership of Any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by OpTerra ES pursuant to this Contract. If applicable, OpTerra ES shall advise Customer in writing of all equipment and materials that will be replaced at the Facilities and Customer shall, within five (5) business days of OpTerra ES' notice, designate in writing to OpTerra ES which replaced equipment and materials that should not be disposed of off-site by OpTerra ES (the "Retained Items"). It is understood and agreed to by both Parties that Customer shall be responsible for and designate the location and storage for the Retained Items. OpTerra ES shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. OpTerra ES shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. OpTerra ES shall not be responsible for the removal and/or disposal of any Hazardous Materials or substances except as required by the Scope of Work attached hereto.

SECTION 8. LOCATION AND ACCESS

Customer will provide sufficient space at the Facilities for the performance of the Work and the installation, storage, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Customer shall provide access to the Facilities, including parking permits and identification tags, for OpTerra ES and subcontractors to perform its Work hereunder during regular business hours, or such other reasonable hours as may be requested by OpTerra ES and acceptable to Customer. The Customer shall also either provide a set or sets of keys to OpTerra ES and its subcontractors (signed out per Customer policy) or provide a readily available security escort to unlock and lock doors. Customer shall not unreasonably restrict OpTerra ES' access to Facilities to make emergency repairs or corrections as it may determine are needed.

SECTION 9. INDEMNIFICATION / INSURANCE / BONDS

Section 9.1. Indemnification. To the full extent permitted by law, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity in whole or in part, arising out of that Party's activities hereunder, including the activities of other persons employed or utilized by that Party in the performance of this Contract excepting liabilities due to the negligence or willful misconduct of the indemnified Party. This indemnification obligation is not limited in any way by any limitations of any insurance held or provided by OpTerra ES and shall continue to bind the parties after termination/completion of this Contract.

Section 9.2 Waiver of Consequential Damages and Limitation of Liability. Under no circumstances will either Party be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, however caused and on any theory of liability. "Consequential damages" includes, but is not limited to, operational losses in the performance of business including lost revenues and any increase in operating expense, and any lost profits. It is expressly understood and agreed to by both Parties that each Party's liability to the other shall be limited to reimbursement of only those Losses arising solely from a Party's breach of this Contract, negligence or willful misconduct. "Losses" means claims, actions, direct damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) to the extent such fees are allowed pursuant to California law.

Section 9.3 OpTerra ES Insurance. OpTerra ES shall maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (i) through (vii) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer via a Certificate of Insurance.

- (i) Workers' Compensation/Employers Liability for states in which OpTerra ES is not a qualified self-insured. Limits as follows:
- * Workers' Compensation: Statutory
 - * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit
- (ii) Commercial General Liability insurance with limits of:
- * \$2,000,000 each occurrence for Bodily Injury and Property Damage
 - * \$4,000,000 General Aggregate - other than Products/Completed Operations
 - * \$4,000,000 Products/Completed Operations Aggregate
 - * \$2,000,000 Personal & Advertising Injury
 - * \$ 100,000 Damage to premises rented to OpTerra ES

Coverage to be written on a claims made form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

(iii) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

- (iv) Professional Liability insurance with limits of:
- * \$1,000,000 per occurrence
 - * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

- (v) Umbrella/Excess Liability insurance. Limits as follows:
- * \$1,000,000 each occurrence
 - * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(vi) The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against Customer, but only to the extent of the indemnity obligations contained in this Contract. The insurance provided for Commercial General Liability and Auto Liability above will:

- (i) include Customer as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
- (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 9.4 Performance and Payment Bonds. Prior to commencing Work under this Contract, OpTerra ES shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount, and a Payment Bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively "Contract Bonds"). The Contract Bonds shall be maintained in full force and effect until Final Completion; provided that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage being withheld by Customer. The bonds are not being furnished to cover the performance of any energy guaranty or guaranteed savings under this Contract. Customer agrees that upon Final Completion, the Performance and Payment Bonds shall be released and all obligations arising thereunder shall be terminated.

SECTION 10. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 10.1 Force Majeure Events. Neither Party shall be considered to be in default in the performance of any material obligation under this Contract (other than the obligation to make payments) when a failure of performance shall be due to an event of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. A list of Force Majeure events are listed in the Definition section of Attachment B, "Design/Build Terms and Conditions" attached hereto. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party.

Section 10.2 Utility Work. Customer expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for OpTerra ES to fully implement the Project. "Interconnection Facilities" shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under a separate contract between Customer and the Utility.

SECTION 11. EVENTS OF DEFAULT

Section 11.1. Events of Default by Customer. Each of the following events or conditions shall constitute an "Event of Default" by Customer:

- (i) any failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Customer demanding that such failure to perform be cured; provided that (i) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of Customer pursuant to Section 10 above; and (ii) if such cure cannot be effected in thirty (30) calendar days, Customer shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

- (ii) any representation or warranty furnished by Customer in this Contract which was false or misleading in any material respect when made; or

- (iii) any failure by Customer to pay any amount to OpTerra ES which is not paid within ten (10) days of written notice from OpTerra ES that the amount is past due.

Section 11.2. Events of Default by OpTerra ES. Each of the following events or conditions shall constitute an "Event of Default" by OpTerra ES:

- (i) any failure by OpTerra ES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to OpTerra ES demanding that such failure to perform be cured; provided that (i) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of OpTerra ES pursuant to Section 10 above, and (ii) if such cure cannot be effected in thirty (30) calendar days, OpTerra ES shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

- (ii) any representation or warranty furnished by OpTerra ES in this Contract which was false or misleading in any material respect when made; or

- (iii) any lien or encumbrance is placed upon the equipment by any subcontractor, laborer, or supplier of OpTerra ES, which is not timely removed by OpTerra ES; provided that OpTerra ES has been duly paid for the Work and such lien or encumbrance is not the result of any act or failure to act of Customer.

SECTION 12. REMEDIES UPON DEFAULT

Section 12.1. Remedies upon Default by Customer. If an Event of Default by Customer occurs, OpTerra ES will be entitled to obtain any available legal or equitable remedies through legal proceedings instituted pursuant to Section 15 below including, without limitation, terminating this Contract or recovering amounts due and unpaid by Customer, and/or damages which shall include OpTerra ES'

reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations and legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest (as defined in Attachment B, Article 1) on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 12.2. Remedies Upon Default by OpTerra ES. If an Event of Default by OpTerra ES occurs, Customer shall be entitled to obtain any available legal or equitable remedies, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by OpTerra ES and/or damages, which shall include Customer's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations and legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

SECTION 13. ASSIGNMENT

Section 13.1. Assignment. This Contract may not be assigned by either party in whole or in part without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided however, that OpTerra ES may assign this Contract and all related contracts without the consent of Customer (i) to an affiliate; (ii) to an entity that is controlled by, controls, or is under common control with OpTerra ES; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law; and provided further that OpTerra ES may assign its rights, but not its obligations, under this Contract and all related contracts without the consent of Customer to (x) a lender providing financing to OpTerra ES, or (y) a special purpose entity that is an affiliate of or is controlled by such lender. This Contract will be binding on, enforceable by, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

SECTION 14. SUBCONTRACTORS

Section 14.1. Authority to Subcontract. OpTerra ES may delegate its duties and performance under this Contract, and shall have the right to enter into agreements with any subcontractors and other service or material providers as OpTerra ES shall select in its discretion to perform the Work hereunder. OpTerra ES shall not be required to enter into any subcontracts with parties whom OpTerra ES has not selected or subcontractors whom OpTerra ES has objection to using.

Section 14.2. Prompt Payment of Subcontractors. OpTerra ES shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of the law from arising against any Customer property, against the contractor's rights to payments hereunder, or against Customer.

Section 14.3. Responsibility. OpTerra ES shall, at all times, be responsible for the negligent acts, errors and/or omissions of its subcontractors and agents. Nothing in this Contract shall constitute any contractual relationship between any others and the Customer or any obligation on the part of the Customer to pay, or to be responsible for the payment of, any sums to any OpTerra ES subcontractors.

Section 14.4. Prevailing Wages. All employees of OpTerra ES and OpTerra ES' subcontractors performing Work for this Project shall be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed, provided payment of prevailing wages is required for this Project by applicable law.

SECTION 15. DISPUTE RESOLUTION

Section 15.1. Dispute Resolution. In the event of a dispute, claim, or controversy arising out of or in connection with this Contract (a "Dispute"), the Parties through their designated representatives/program managers agree to confer and attempt to resolve the matter informally. If such dispute cannot be resolved in this manner within ten (10) business days after notice of the dispute is given to the other Party, then the matter shall be referred to the Parties' senior officers for their review and resolution.

If the Dispute is not settled pursuant to Section 15.1, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in Section 15.2. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association.

Section 15.2. Arbitration Proceedings. The following provisions apply to all arbitration proceedings:

- (i) The place of arbitration will be the American Arbitration Association office closest to where the Work was performed.
- (ii) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than \$2,000,000) (the "Arbitral Panel") will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules"). To the extent of any conflicts between the Arbitration Rules and the provisions of this Contract, the provisions of this Contract prevail.
- (iii) The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. In the discretion of the Arbitral Panel, the production of additional documents that are relevant and material to the determination of the Dispute may be required.
- (iv) The Arbitral Panel does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.
- (v) The award must be in the form of a reasoned award.

- (vi) The Dispute will be resolved as quickly as possible. The Arbitral Panel will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced.
- (vii) The award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

Section 15.3 Attorneys' Fees. The prevailing Party in any action proceeding brought to enforce the terms of this Contract or arising out of this Contract may recover its reasonable costs and attorneys' fees expended in connection with such an action proceeding from the other Party to the extent such fees are allowed pursuant to California law..

SECTION 16. REPRESENTATIONS AND WARRANTIES

Each Party warrants and represents to the other that:

- (i) it has all requisite power, authority, licenses, permits, or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, OpTerra ES' Board of Directors and Customer's governing entity, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- (iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a Party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 17. WAIVER OF LIENS

Upon request from Customer, OpTerra ES shall provide Customer with Progress Payment Waivers and Releases for Work OpTerra ES has been paid up to that date. Upon receipt by OpTerra ES of final payment for the Work (including payment of any retentions), OpTerra ES will provide Customer with a Final, Unconditional Waiver and Release.

SECTION 18. TERMINATION

Section 18.1 Termination for Cause. If there is an Event of Default by either Party under this Contract, pursuant to the provisions of Section 11 unless such Event of Default has been cured within the applicable time periods for a cure set forth in such Section 11 in addition to the remedies provided for in Section 12 the non-defaulting Party may terminate this Contract by providing three (3) business days' notice to the defaulting Party in the case of a monetary default and ten (10) business days' notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party shall promptly return to the other all papers, materials, and property of the other held by such Party in connection herewith. Each Party shall also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If the Contract is so terminated, OpTerra ES shall be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 18.2 Termination for Convenience. Both OpTerra ES and Customer have the right to terminate this Contract upon mutual written agreement by both Parties hereto. If the Contract is so terminated by mutual agreement, OpTerra ES shall be entitled to payment for all Work performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

SECTION 19. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when such Contract was executed.

SECTION 20. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract shall apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

SECTION 21. INDEPENDENT CONTRACTOR

The Parties hereto agree that OpTerra ES, and any agents and employees of OpTerra ES, its subcontractors and/or consultants, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of Customer.

SECTION 22. NO WAIVER

The failure of OpTerra ES or Customer to insist upon the strict performance of the terms and conditions of this Contract shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of OpTerra ES or Customer.

SECTION 23. SEVERABILITY

In the event that any clause or provision of this Contract or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder.

SECTION 24. ORDER OF PRECEDENCE

This Contract, when executed, together with all Attachments, shall constitute the entire Contract between the Parties; and the Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. If there are any inconsistencies between the Contract, Attachments, and Construction Documents as defined in the General Terms and Conditions for Implementation and Construction, these inconsistencies shall be resolved by giving precedence in the order listed below:

- (1) Energy Services Contract
- (2) Attachment A – General Terms and Conditions
- (3) Attachment D – Scope of Work
- (4) Attachment C – Customer's Facilities
- (5) Construction Documents
- (6) Attachment B – Design/Build Terms and Conditions
- (7) Attachment F – Progress Payment Schedule
- (8) Attachment E – Not Used
- (9) Attachment G – Monitoring Connectivity Requirements
- (10) Attachment H – Preventive Maintenance Services

SECTION 25. APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

SECTION 26. NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO OPTERRA ES: OpTerra Energy Services
345 California Street, 19th Floor
San Francisco, CA 94104
Tel:
Attention: Mark Dure-Smith, Project Manager

With a COPY TO: OpTerra Energy Services
150 East Colorado Boulevard, Suite 360
Pasadena, CA 91105
Tel: 626-377-4948
Attention: Contract Administrator

TO CUSTOMER: County of Yuba
915 8th Street, Suite 119
Marysville, CA 95901
Tel: 530-749-7880
Fax: 530-749-7884
Attention: Doug McCoy, Director of Administrative Services

SECTION 27. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

SECTION 28. CONFLICTS OF INTEREST

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Contract, including the expense records of the Party's employees involved in this Contract, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this Section.

SECTION 29. GREENHOUSE GAS REDUCTIONS

As authorized by Section 1605(b) of the Energy Policy Act of 1992 (42 U.S.C. 13385(B)) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions ("DOE Guidelines"). "Greenhouse Gases" shall mean those gases and other particles as defined in the DOE Guidelines. Customer shall be entitled to and shall retain any Greenhouse Gas emission reduction credits that result from the Work under this Contract.

SECTION 30. MUNICIPAL ADVISOR

THE PARTIES ACKNOWLEDGE AND AGREE THAT OPTERRA ES IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO CUSTOMER WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT CUSTOMER BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. OPTERRA ES IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO CUSTOMER OR THE PROVISION OF INFORMATION TO CUSTOMER. CUSTOMER WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR CUSTOMER'S SITUATION.

ATTACHMENT B DESIGN/BUILD TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

For purposes of the Energy Services Contract, and its Attachments, the defined terms herein shall have the meaning set forth as follows:

1. **Applicable Laws**: "Applicable Laws" shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.
2. **Applicable Permits**: "Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.
3. **Beneficial Use**: "Beneficial Use" shall mean when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are being used for their intended purpose. A Certificate of Beneficial Use, which identifies when Customer took Beneficial Use of the Work, shall be prepared and issued by OpTerra ES to the Customer and Subcontractor. Beneficial Use of equipment/systems criteria shall be established as defined in Attachment D, "Scope of Work" attached hereto.
4. **Change**: "Change" shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the Scope of Work that is specified by the Contract. An unforeseen condition experienced by OpTerra ES during the course of the Work is included within the definition of "Change".
5. **Change Order**: "Change Order" shall mean a written document signed by both OpTerra ES and the Customer that authorizes OpTerra ES to perform a change and/or modification to the Scope of Work. The Change Order shall modify the Scope of Work and shall identify: (1) the change and/or modification to the Scope of Work; (2) any additional compensation to be paid to OpTerra ES to perform such change and/or modification; and (3) any extensions of Time to the Project Schedule to perform such change and/or modification.
6. **Claims**: "Claims" shall mean any and all actions, claims, losses, damages, expenses, or liabilities of either party arising from or as a result of these Terms and Conditions, the Contract, any addenda to the Contract, and/or Change Orders.
7. **Construction**: "Construction" shall mean any Work to be performed that involves any and all construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.
8. **Construction Documents**: "Construction Documents" shall mean the final designs, drawings, and specifications that are used for construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to the Contract and its Attachments.
9. **Contract**: "Contract" shall mean the Contract and all Attachments attached thereto which are incorporated therein, as it may be amended or modified from time to time in accordance with the provisions thereof.
10. **Contract Amount**: "Contract Amount" shall mean the amount of compensation, exclusive of the Annual Maintenance Fee, that shall be paid by Customer to OpTerra ES for performing the Work in accordance with the Scope of Work, attached hereto as Attachment D.
11. **Contract Term**: The "Contract Term" shall commence on the Contract Effective Date and cease upon Final Completion.
12. **Contract Documents**: "Contract Documents" shall mean the Energy Services Contract, its Attachments, Construction Documents, Change Orders, and any amendments thereto.
13. **Contract Effective Date**: "Contract Effective Date" shall mean the date the Contract is fully executed and is in full force and effect.
14. **Excusable Delay**: "Excusable Delay" shall mean OpTerra ES shall be entitled to an extension of Time and/or additional compensation caused by an Excusable Delay that shall be defined as (1) by an act or failure to act of, or other delay caused by, Customer or its agents or employees; (2) by failures of any governmental authorities to make timely inspection of the Work or by unanticipated efforts necessary to secure governmental approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (5) by adverse weather conditions not reasonably anticipated; (6) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (7) by unavoidable casualties or other causes beyond OpTerra ES' control; (8) by delays caused by processing Change Orders requested by or agreed to by Customer, or resulting from the implementation of any Change Order; or (9) by delay caused by pending litigation, or (10) any other cause outside OpTerra ES' control.
15. **Final Completion**: "Final Completion" shall mean when 100% of the engineering and construction Work as identified in the Scope of Work has been completed, including completion of all required training, and delivery to the Customer of the final close-out documentation (as-built drawings, O&M Manuals, and warranty documentation). A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. A Certificate of Final Completion will be executed at the Final Completion of the entire Work.
16. **Force Majeure**: "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome, including acts of God and the public enemy; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local Utility; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, strikes, labor or material shortages, delay in manufacturing and deliveries of equipment; sabotage; restraint by court order or public authority (whether valid or invalid), and/or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party asserting the Force Majeure.

17. **Hazardous Substances:** "Hazardous Substances" shall mean any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (i) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 United States Code ("U.S.C."), Section 6901 et seq.), as amended, and regulations promulgated thereunder; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in U.S.C. Section 9601 et seq., as amended and regulations promulgated thereunder; and (iii) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.
18. **Installation:** "Installation" shall mean the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.
19. **Interest:** "Interest" shall mean interest calculated at the lesser of the per annum rate of interest announced from time to time by Citibank, at its "prime" rate for commercial loans plus two percent (2%) or the maximum rate permitted by applicable California statutory law.
20. **Losses:** "Losses" shall mean claims, actions, damages, losses, liabilities, costs, and/or expenses including reasonable attorney's fees.
21. **Material Changed Condition:** "Material Changed Condition" shall mean one or more of the following conditions that impact the Project Schedule and/or the Contract Amount: (i) parties outside the control of OpTerra ES caused delays in Project Schedule; (ii) the discovery of differing and unexpected site conditions not previously disclosed by Customer and could not have been readily discoverable by OpTerra ES prior to start of Work; (iii) the discovery of Hazardous Substances not previously disclosed; (iv) adverse weather conditions not reasonably anticipated; (v) delay in equipment and material deliveries outside OpTerra ES' control; and (vi) any other condition that could not have been reasonably anticipated by the Parties and is outside OpTerra ES' control.
22. **Party or Parties:** "Party" or "Parties" shall mean OpTerra ES, Customer, each or both of them, as the context may require pursuant to the terms and conditions of the Contract.
23. **Project:** "Project" shall mean the entirety of Work to be performed by OpTerra ES pursuant to the terms and conditions of the Scope of Work, and any Change Orders, as well as all efforts of Customer, and other entities, all as an integrated whole.
24. **Project Location:** "Project Location" shall mean that area or areas where the Project materials and equipment and any other energy related equipment as described in the Scope of Work shall be performed and/or installed.
25. **Scope of Work:** "Scope of Work" shall mean the Work to be performed hereunder by OpTerra ES, and/or OpTerra ES' subcontractors, pursuant to the Scope of Work (as amended by Change orders), attached hereto as Attachment D, and in accordance with the terms and conditions of the Contract and its Attachments, as amended.
26. **Substantial Completion:** "Substantial Completion" shall mean the stage in the progress of the Work or portion of the Work, where the Work or portion of the Work is sufficiently complete in accordance with the Contract Documents so that Customer can utilize and take beneficial use of the Work for its intended use or purpose. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.
27. **Time:** "Time" shall mean the time period within which OpTerra ES shall complete the Work in accordance with the Project Schedule.
28. **Work:** "Work" shall mean the design, procurement, installation and/or construction required for the Project and includes all labor necessary to produce such services, all materials, fabrication, assemblies, and equipment incorporated or to be incorporated in such construction necessary to achieve Final Completion of the Project, including such materials and equipment which may be consumed or use but not actually incorporated in such construction. The Work may include design, supplying, installing, constructing, maintaining, operating, and warranting certain materials and equipment, and providing any other energy-related services specified in the Scope of Work.

ARTICLE 2. PROJECT IMPLEMENTATION - GENERAL

1. **Project Meetings/Status Updates.** During the Design and Construction Phases of the Project, OpTerra ES will meet with Customer to review equipment, scope of work, and installation plans that relate to the design and construction of the Project. Also during the course of the Work, OpTerra ES will periodically provide reports to the Customer of the general status and progress of the Work.
2. **Project Location Access.** Customer hereby grants to OpTerra ES, without cost to OpTerra ES, all rights of ingress and egress at the Project Location identified in the Scope of Work, necessary for OpTerra ES to perform all Work and provide all services contemplated by the Contract and the Scope of Work. OpTerra ES shall provide 24 hour advanced notice to Customer for access to any Customer Facilities.
3. **Project Schedule.** During the course of Project implementation, both the Customer and OpTerra ES shall perform their respective obligations in an expeditious manner that is consistent with reasonable skill and care for the type of project described in the Scope of Work and in keeping with the orderly progress of the Work pursuant to the terms of the Scope of Work. The estimated Project Schedule will be finalized during the completion of the Construction Documents, provided that such Final Schedule will be subject to amendment and revision to take into account any Excusable Delays (as defined herein). Subject to any such Excusable Delays, OpTerra ES and its subcontractors shall work diligently to implement the Project in accordance with the Project Schedule and OpTerra ES shall notify Customer regarding any and all revisions to the Project Schedule necessitated by such delay.

ARTICLE 3. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT.

1. General Provisions.

- (a) As soon as possible after the Contract Effective Date, OpTerra ES will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work identified in Attachment D.

- (b) Upon the issuance of the Notice to Proceed and upon completion of the design phase, OpTerra ES shall order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the Project Schedule.
- (c) Customer shall designate a single-point representative with whom OpTerra ES shall consult on a reasonable, regular basis and who is authorized to act on Customer's behalf with respect to the Project design. Customer's representative shall render decisions in a timely manner with regard to any documents submitted by OpTerra ES and to other requests made by OpTerra ES in order to avoid unreasonable delay in the orderly and sequential progress of OpTerra ES' design services.
- (d) Within ten (10) business days of OpTerra ES' request, Customer shall:
 - 1) furnish all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - 2) disclose any prior environmental review documentation and all known information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location where the Work will be performed pursuant to the Scope of Work;
 - 3) supply OpTerra ES with all relevant information in Customer's possession, including any as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed pursuant to the Scope of Work; and
 - 4) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location site essential to the execution of the Work.
- (e) All information furnished pursuant to this section shall be supplied at Customer's expense, and OpTerra ES is entitled to rely upon the accuracy and completeness of all information provided. Customer acknowledges that any failure to provide the information specified in subsection (d) above to OpTerra ES may result in an Excusable Delay as defined herein.
- (f) In the event that any information is disclosed under this section that constitutes a Change to the Work and/or is a Material Changed Condition, OpTerra ES will provide notice to Customer within ten (10) business days after receipt of this information, and the parties will meet and confer with respect to those Changes. If Customer authorizes a Change Order, OpTerra ES shall be compensated, and receive an extension of Time for performance, if necessary, to perform the additional Work in accordance with Terms and Conditions. If the parties are unable to agree on whether Customer's disclosed information constitutes a Change to the Work or a Material Changed Condition, those disputes shall be resolved in accordance with Section 15 of Attachment A of the Contract.
- (g) OpTerra ES contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a Pre-Existing Condition by the Customer prior to the execution of the Contract. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the execution of the Contract shall constitute a valid basis for a Change Order pursuant to these Terms and Conditions.
- (h) Customer agrees that for the Work on the Project hereunder, OpTerra ES shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and OpTerra ES shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 179D of the Internal Revenue Code. OpTerra ES will prepare the Declaration and all accompanying documentation. OpTerra ES will be designated the Section 179D beneficiary.

2. Review of Construction Documents.

- (a) OpTerra ES will prepare and submit all designs, drawings, and specifications to the Customer for review. Customer shall review the documents and provide any comments in writing to OpTerra ES within ten (10) business days after receipt of documents. OpTerra ES will incorporate appropriate Customer comments into the final designs, drawings, and specifications, as applicable. The terms and conditions of any permit approvals required for the Project will be provided. OpTerra ES reserves the right to issue the designs, drawings, and specifications in phases to allow the construction to be performed in phases. If Customer fails to provide written comments within the ten (10) business day period, Customer shall be deemed to have no comments regarding the documents.

3. Permits and Approvals. The respective obligations of the Parties in obtaining permits and approvals are as specified in Section 6 of Attachment A of the Contract. Customer shall agree to any nonmaterial changes to the designs, drawings, and specifications required by any governmental authority having jurisdiction over the Work. The Contract Amount provided for in the Scope of Work shall be increased by any additional cost incurred by OpTerra ES due to a change required by a governmental authority and the time required to complete the Work pursuant to the Project Schedule will be increased by the number of additional days required to complete the Work because of a governmentally imposed change in the Project.

4. Changes During Final Design Phase. If during the design phase Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes. Valid bases for additional compensation and/or Time extension include, but are not limited to: (i) Customer requests changes and/or modifications to the Project Scope of Work during the Project Design Phase; (ii) Customer caused delays during OpTerra ES' design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain certain permits; (vi) damage to any equipment or other Work installed by OpTerra ES caused by the act or omission of Customer, its agents or employees; (vii) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (viii) any other condition that would not reasonably have been anticipated by OpTerra ES that modifies and/or changes the Scope of Work that increases the agreed upon Contract Amount or increases in the Time needed to complete the Work identified in the Scope of Work.

ARTICLE 4. CONSTRUCTION PHASE.

1. **General Provisions.** Upon securing necessary permits, pursuant to Section 6 of Attachment A of the Contract, and completion of Final Construction Documents by Customer, OpTerra ES will commence the construction of the Project in accordance with the Final Construction Documents. The construction will be performed by OpTerra ES and/or one or more licensed subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits.
2. **OpTerra ES' Responsibilities During Construction Phase.**
 - (a) As an independent contractor to Customer, OpTerra ES will be responsible for providing, or causing to be provided by OpTerra ES' subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. OpTerra ES is hereby required to purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the Project Schedule. OpTerra ES will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the final Construction Documents.
 - (b) OpTerra ES will make all reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Customer's operations at the Project Location. OpTerra ES will provide at least thirty (30) calendar days written notice to Customer of any planned power outages that will be necessary for the construction. OpTerra ES will cooperate with Customer in scheduling such outages, and Customer agrees to provide its reasonable approval of any scheduled outage.
 - (c) OpTerra ES will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the Project. OpTerra ES will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (1) employees of OpTerra ES and subcontractors performing Work under this Contract; (2) OpTerra ES' property and other materials to be incorporated for the Project, under the care, custody, and control of OpTerra ES or its subcontractors; and (3) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. OpTerra ES will not be responsible for Customer's employees' safety unless OpTerra ES' negligence in the performance of its Work is the proximate cause of the employee's injury.
 - (d) Based on the final Construction Documents, OpTerra ES will obtain required building permits for Project Construction. Customer will cooperate with OpTerra ES in securing such permits. Customer shall be responsible for procuring all other necessary permits, if any.
 - (e) OpTerra ES will maintain in good order at the Project Location copies of the Scope of Work, all Change Orders, the Contract (with all Attachments), one record copy of all drawings, specifications, product data, samples, manufacturer's operation & maintenance manuals, and other pertinent construction-related documents.
 - (f) **Systems Startup and Equipment Commissioning.** OpTerra ES shall provide notice to Customer of any scheduled test(s) of installed equipment, and Customer and/or its designees shall have the right to be present at any or all such tests conducted by OpTerra ES, any subcontractor, and/or manufacturers of the equipment. OpTerra ES shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that OpTerra ES provided and installed that may be observed during equipment commissioning procedures.
 - (g) The following duties shall be performed by OpTerra ES:
 - Organize and conduct a pre-construction meeting with the Customer and each subcontractor.
 - Organize and conduct regularly scheduled progress meetings throughout the installation period.
 - Schedule and manage all subcontractors and related work.
 - Provide the Customer a single point of contact and responsibility of all work related to the project.
 - Investigate and resolve design, construction, and field issues as they arise during the project
 - Coordinate on-site work, and schedule accordingly with Customer.
 - Perform progress inspections throughout the installation period. Provide the Customer and Subcontractor with results of findings.
 - Identify any existing Customer equipment that is found during implementation of the work not to be functioning properly, and notify in writing to Customer.
 - Provide regular status reports to the Customer.
 - When appropriate, initiate a thorough inspection of the work with the Customer and Subcontractor to obtain substantial completion.
 - Check, test, and start-up each item of equipment.
 - Perform a point-by-point hardware commissioning of the OpTerra ES installed energy management system. Identify any EMS items that are not functioning properly, and include on the punch list.
 - Identify any existing Customer equipment that is found during EMS commissioning not to be functioning properly, and notify in writing to Customer.
 - Perform a complete software/programming commissioning of the energy management system. Identify any EMS items that are not programmed per specification, and include on the punch list.
 - With the Customer and Subcontractor, perform final inspection of the Work.
 - Review subcontractor invoices and authorize payment as appropriate.
 - Obtain/prepare final as-built documentation for the project, and deliver to the Customer. Documentation shall include O&M manuals as appropriate, warranty information, and as-built drawings and related information.
 - Obtain a certificate of final completion, signed by the Customer, Subcontractor, and OpTerra ES.

3. Customer's Responsibilities During Construction Phase.

- (a) Customer shall designate a single-point representative authorized to act on Customer's behalf with respect to Project construction and/or equipment installation. Customer may from time to time change the designated representative and shall provide notice to OpTerra ES of such change. Any independent review of the construction shall be undertaken at Customer's sole expense, and it shall be performed in a timely manner so as to not unreasonably delay the orderly progress of OpTerra ES' Work. Any independent review of the construction by Customer shall not relieve OpTerra ES of any of its obligations or responsibilities hereunder.
- (b) Customer shall provide a temporary staging area for OpTerra ES, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed.
- (c) Customer shall remain responsible for the maintenance of the portion of the Project Location that is not directly affected by OpTerra ES' Work. Customer shall keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Customer.
- (d) Customer shall be solely responsible for obtaining any required environmental clearance from and any special permits required by any federal, state, and local jurisdictions prior to scheduled construction start date.
- (e) Customer shall be responsible for the preparation of the designated Project Location site for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities.
- (f) Customer shall be solely responsible for the removal of any Hazardous Substances either known to Customer prior to the commencement of the Work or encountered by OpTerra ES during the construction of the Project, if necessary in order for the Work to progress safely, that was not knowingly released or brought to the site by OpTerra ES. OpTerra ES will respond to the discovery of Hazardous Substances at or around the Project Location during the course of OpTerra ES' construction in accordance with Section 6, "Hazardous Substances", below.
- (g) Customer shall coordinate the Work to be performed by OpTerra ES with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that OpTerra ES will coordinate the Interconnection Facilities work, if any, that will be performed by the local utility.
- (h) Customer shall allow OpTerra ES and its Subcontractors access to and reasonable use of necessary quantities of Customer's water and other utilities, including electrical power, as needed for the construction of the Work, at no extra cost to OpTerra ES.
- (i) Customer will provide OpTerra ES and/or its Subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to OpTerra ES, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) The Customer shall also do the following:
 - Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of work.
 - When appropriate, participate in the job inspection walk-through with OpTerra ES and the subcontractor to determine Substantial Completion or beneficial use of major equipment. Sign the Certificate of Substantial Completion, as appropriate.
 - Perform a final walk-through of the project. Upon receipt of the O&M Manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
 - The Customer is encouraged to provide a staff member(s) (HVAC technician, etc.) to accompany OpTerra ES during the EMS Commissioning. This is an excellent opportunity to learn in-depth the operation and installation of the EMS.
 - Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for proper coordination.
 - Upon the completion of the entire Scope of Work, including training, and close-out documents, sign a Certificate of Final Completion for Entire Implementation Project.

4. Changes During Construction.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work shall be authorized by a written Change Order signed by both Customer and OpTerra ES. The Change Order shall state the change and/or modification to the Scope of Work, any additional compensation to be paid, or extension of Time, if needed, to OpTerra ES to perform such change and/or modification. OpTerra ES may, at its election, suspend performance of that portion of the Work affected by any proposed Change Order until an agreement has been reached with the Customer regarding the Change Order. OpTerra ES will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved. In addition, if Customer requests a proposal from OpTerra ES for a change to the Scope of Work and Customer subsequently elects to not proceed with such change, Customer agrees that a Change Order shall be issued to reimburse OpTerra ES for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by the Customer.
- (b) Change Orders Requiring Additional Compensation. If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work, there are Excusable Delays, and/or there are Material Changed Conditions, as defined in Article 1 above, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes and OpTerra ES shall be entitled to additional compensation for the following reasons, that include, but are not limited to: (1) Customer

requests changes and/or modifications to the Project Scope of Work during the construction phase of the Project; (2) Customer caused delays during OpTerra ES' construction work; (3) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (4) discovery of Hazardous Substances at or impacting the Project Location; (5) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any governmental authority having jurisdiction over the project; (6) damage to any equipment or other Work installed by OpTerra ES caused by the act or omission of Customer, its agents or employees; (7) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (8) any other condition that would not reasonably have been anticipated by OpTerra ES that modifies and/or changes the Scope of Work agreed upon in the Scope of Work that increases the agreed upon Contract Amount identified in the Scope of Work.

- (c) **Change Orders Requiring Additional Time / Excusable Delays.** If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work, there are Excusable Delays, and/or there are Material Changed Conditions, as defined in Article 1 above, the parties agree that a reasonable extension of Time to the Project Schedule may be necessary to perform such modifications and/or changes. In addition, if OpTerra ES is delayed at any time in the progress of the Work for any reason beyond its control, including, but not limited to, any of the following (each defined as an "Excusable Delay"): (1) by an act or failure to act of, or other delay caused by, Customer or its agents or employees; (2) by failures of any governmental authorities to make timely inspection of the Work or by unanticipated efforts necessary to secure governmental approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) delays caused by changes and/or modifications to the Scope of Work as required by any governmental authority having jurisdiction over the project; (5) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (6) by adverse weather conditions not reasonably anticipated; (7) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (8) by unavoidable casualties or other causes beyond OpTerra ES' control; (9) by delays caused by processing Change Orders requested by or agreed to by Customer, or resulting from the implementation of any Change Order; or (10) by delay caused by pending litigation, then the targeted milestone dates set forth in the Project Schedule shall be reasonably extended by a Change Order, executed by both Customer and OpTerra ES. Prior to the extension of such milestone dates, OpTerra ES will use reasonable efforts to make up such delays, including authorizing overtime payments (provided that Customer has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith).
- (d) **Material Changed Conditions/ Conditions Beyond OpTerra ES' Control.** OpTerra ES will provide written notice to Customer of any Material Changed Condition and or any Force Majeure event, as such terms are defined in Article 1 above, within ten (10) business days of OpTerra ES' first discovery of such Material Changed Condition. In the event that OpTerra ES' notice concerns unanticipated subsurface conditions, including soil conditions, or Hazardous Substances, OpTerra ES will not disturb the condition until said notice has been given to Customer, and Customer has had a reasonable opportunity to investigate the condition. If there is a disagreement between Customer and OpTerra ES as to whether a Change Order should be issued and executed because of the Material Changed Condition and/or condition beyond OpTerra ES' control, those disputes shall be resolved in accordance with the provisions of Section 15, "Dispute Resolution", of Attachment A of the Contract. Pending the resolution of any dispute between OpTerra ES and Customer concerning a Material Changed Condition and/or change beyond OpTerra ES' control, OpTerra ES reserves the right to suspend Work pending the resolution of the dispute.

5. **Minor Changes to Scope of Work.** OpTerra ES shall have authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the final Construction Documents, as amended by Change Order, without prior notice to Customer. OpTerra ES will either promptly inform Customer, in writing, of any minor changes made during the implementation of the Project, or make available to Customer at the site a set of as-built drawings that will be kept current to show those minor changes.
6. **Hazardous Substances.** OpTerra ES will promptly provide written notice to Customer if OpTerra ES observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. OpTerra ES shall have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of any work unless otherwise specified in the Scope of Work. Customer shall be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Customer shall be responsible for complying with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection shall execute all generator manifests with respect thereto. OpTerra ES shall comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, Customer shall provide OpTerra ES, within ten (10) business days of the execution of this Contract, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Work area, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, no conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are no unsafe working conditions at the Facilities.

Customer shall indemnify, defend, and hold OpTerra ES harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs, costs associated with delay or work stoppage, and third party claims (hereinafter "Liability"), that in any way result from or arise under from such Customer owned or generated hazardous materials and substances, except for liabilities due to OpTerra ES', or its subcontractors, agents representatives, and employees', negligent or willful misconduct in handling, disturbance, or release of Hazardous Materials or Substances. This indemnification shall survive any termination of this Contract.

7. **Pre-Existing Conditions.** Certain pre-existing conditions may be present within the Customer's facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of OpTerra ES' Work, (iii) may cause OpTerra ES' completed Work to be non-compliant with applicable codes, (iv) may prevent the Customer from realizing the full benefits of OpTerra ES' Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of OpTerra ES' Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, OpTerra ES shall not be responsible for repairing such pre-existing conditions unless such is expressly provided for in the Scope of Work or an approved change thereto. OpTerra ES, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by

agreeing to execute a change order with the Customer for additional compensation and, if appropriate, an extension of time. Examples of pre-existing conditions include, but are not limited to, the following:

- With respect to OpTerra ES projects with new equipment connecting to the facility's existing electrical distribution system, OpTerra ES shall not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The Customer is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and Guidelines.
- OpTerra ES is not responsible for repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew.
- OpTerra ES shall not be responsible for existing damaged pipes, valves, and related parts and components due to a lack of water treatment.
- Existing pneumatic control systems that remain in place shall be properly maintained (use of air dryer, clean filter, etc.) by the Customer such that oil or moisture does not reach the control and operating devices.
- Unless specifically included in the Scope of Work, existing valves, dampers, linkages, and piping specialties to which new controls/building automation system are being connected are to be in proper functioning condition. If existing device is found to be improperly functioning, Customer may repair or compensate OpTerra ES for repair / replacement of the device.

ARTICLE 5. PROJECT COMPLETION.

1. **Substantial Completion / Reduction of Retention:** At the time the Work is Substantially Complete in conformance with the Scope of Work and Construction Documents, OpTerra ES will supply to Customer a written Certificate of Substantial Completion. Customer shall within ten (10) business days of receipt of the Certificate of Substantial Completion, review the Work for the sole purpose of determining that it is substantially complete and in substantial conformance with the Scope of Work, final Construction Documents and any Change Orders, and sign and return the Certificate of Substantial Completion to OpTerra ES acknowledging and agreeing: (1) that the Work is substantially complete in accordance with the Contract Documents so Customer can occupy or utilize the Work for its intended use; (2) the date of such Substantial Completion; (3) that from the date of Substantial Completion Customer will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work. Customer agrees that approval of the Certificate of Substantial Completion shall not be unreasonably withheld. Title to any and all of the materials and equipment installed shall pass from OpTerra ES to Customer upon the date of Substantial Completion. At such time, the retention withheld by Customer shall be reduced to two percent (2%).
2. **Final Completion:** When OpTerra ES considers the Work to be fully complete in accordance with the Scope of Work, OpTerra ES will notify the Customer that the Work is fully complete and ready for final inspection. The Customer shall inspect the Work to verify the status of Final Completion within ten (10) business days after its receipt of OpTerra ES' certification that the Work is Complete. If Customer does not verify the Final Completion of the Work with this period, the Work shall be deemed fully completed. If Customer determines that any Work is incomplete and/or defective, the Customer shall promptly notify OpTerra ES in writing of such incomplete and/or defective work, itemizing and describing such remaining items with reasonable particularity. OpTerra ES will, in a reasonable amount of time, complete any incomplete items or remedy defective items after which OpTerra ES shall provide written notice to the Customer that the Work is fully complete. Customer shall re-inspect all work completed or remedied by OpTerra ES within ten (10) business days of OpTerra ES' notice of completion from OpTerra ES that the Work is complete. If the Customer does not re-inspect the Work within the ten (10) business day period, the Work shall be deemed fully complete. When the Customer agrees that the Work is fully completed in accordance with the Scope of Work and Contract Documents, Customer shall give OpTerra ES written notice of acceptance of the Work and Final Completion and will issue a Final Completion Certificate to OpTerra ES. At that time, Customer shall pay OpTerra ES any remaining Contract Amount due and any outstanding retainage being withheld by the Customer.

ATTACHMENT C
CUSTOMER'S FACILITIES

The following Facilities are included under the Scope of Work as listed below:

Facility	Street Address	City	Square Feet
Yuba County Animal Care Services	5245 Feather River Boulevard	Olivehurst	N/A

ATTACHMENT D SCOPE OF WORK

Energy Conservation Measures to Be Implemented

ECM #	Description
1	1,645 kW DC Photovoltaic Solar System

General Conditions Scope of Work to be Provided by OpTerra ES:

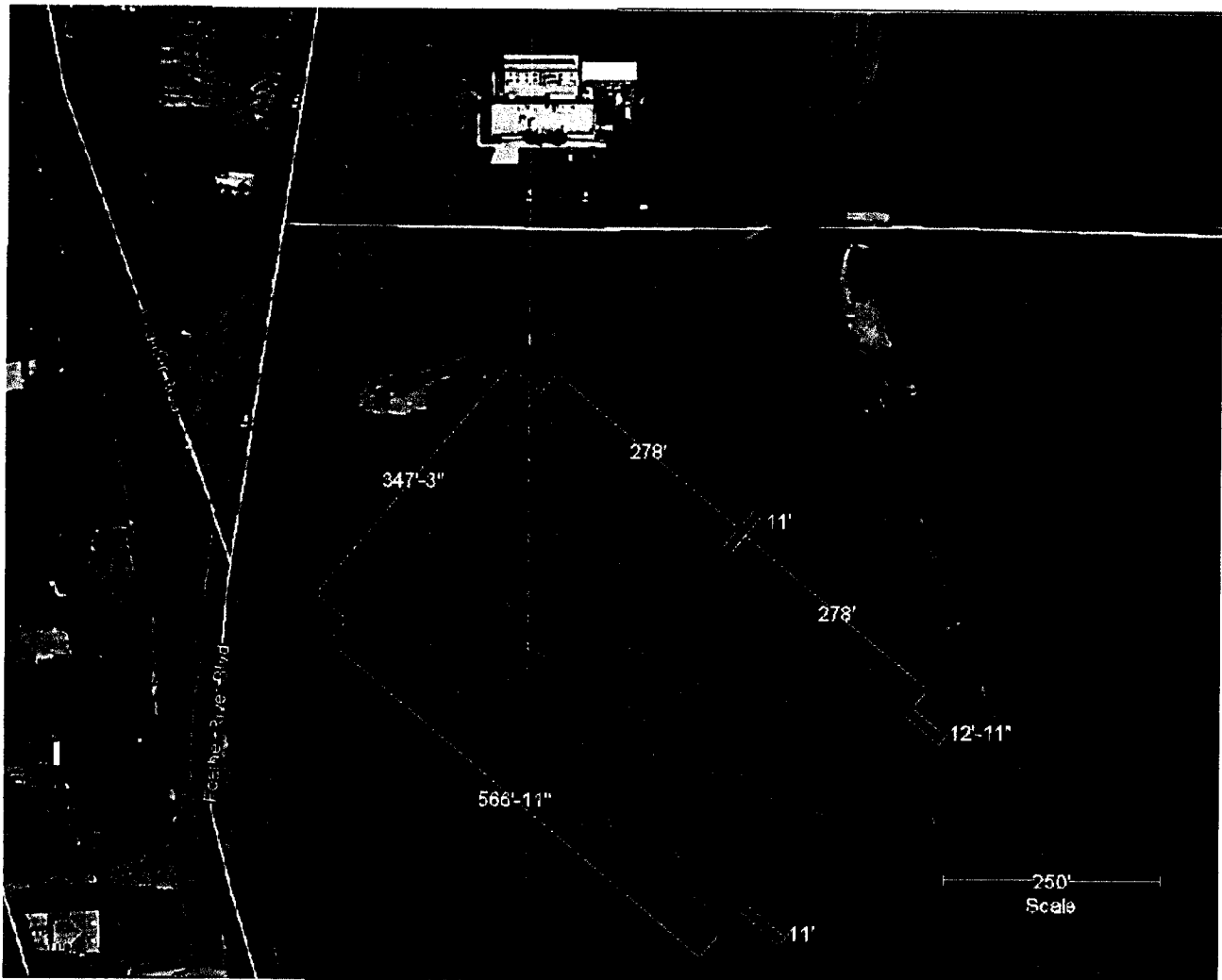
1. All design and engineering for the Work, to the extent specifically specified below.
2. Project management, to the extent specifically specified below.
3. Construction management: An OpTerra ES construction manager will be assigned to the project and will monitor on-site construction and safety.
4. Construction of the project, to the extent specifically specified below.
5. Customer shall provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for OpTerra ES and OpTerra ES subcontractor vehicles in parking lots at the Facilities.
6. Provide trash dumpsters as needed as well as cleanup and disposal of refuse generated by the Work.
7. Provide temporary fencing as required for access control in the areas of, and for the duration of, the project.
8. Provide all cranes, lifts and rigging necessary for the Work.
9. Upon Customer's request, provide mutually agreed upon training to Customer's designated staff regarding the proper operation, maintenance, and monitoring of the project, including O&M manuals.
10. Safety program and training of all OpTerra ES' employees, subcontractors, and agents while they are performing any portion of the Work.
11. With respect to OpTerra ES projects with new equipment connecting to the facility's existing electrical distribution system, OpTerra ES will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The Customer is responsible for providing and maintaining the Facility's electrical distribution system that meets the latest National Electric Code requirements.
12. Provide startup, acceptance testing, commissioning, training and O&M manuals on all systems provided under this Contract, to the extent specifically specified below.
13. Customary as-built documentation (electronic).

ECM 1 – 1.645 MW DC Solar Photovoltaic Energy System

OpTerra ES will engineer, procure, and construct a fully integrated and operational solar photovoltaic (PV) system. The PV system will be ground mounted at the Yuba County Airport and attached to the Yuba County Animal Care Services meter. The system size is approximate and may be adjusted during final engineering. The system will be installed to conform to all Applicable Laws. A layout of the solar system is provided below:

The following Scope of Work will be performed at the Airport:

1. Purchase and installation of PV modules selected by OpTerra ES.
2. Purchase and installation of supporting racking structure selected by OpTerra ES.
3. Supply and installation of inverters selected by OpTerra ES.
4. Supply and installation of a step-down transformer between PG&E service and existing building switchgear, as selected by OpTerra ES.
5. DC and AC disconnects as required by code.
6. All connectors and wire required for the scope.
7. Design, provide and set concrete pads required for the scope.
8. Trenching/boring for electrical installation; patch surfaces to match existing, as required.
9. Commissioning of the PV system.
10. In order to accommodate the new PV system, PG&E will require certain upgrades to the existing electrical service for the Yuba County Animal Care Services ("Upgrades"). OpTerra ES will provide and coordinate with PG&E for the Upgrades. If, after hearing from PG&E, the anticipated cost of the Upgrades exceeds the amount OpTerra ES has budgeted for the Upgrades, i.e., three hundred thousand dollars (\$300,000) ("Budgeted Amount"), OpTerra ES shall provide notice to Customer. Within ten (10) days of receiving that notice, Customer shall either (i) advise OpTerra ES in writing that Customer will pay to OpTerra ES the actual cost of the Upgrades, or (ii) terminate this Contract under Section 18.2 of Attachment A, above.
11. Engineered drawings for Customer review.
12. Layout drawings for Fire Department review.
13. Provide single line electrical drawings and assist in the application and inspection for utility interconnection agreement with PG&E.
14. Installation and commissioning of OpTerra ES' data acquisition system that will monitor and log system performance on a real-time 15 minute interval data.



Estimated PV Layout – please note that this is not the final layout; dimensions may change during final engineering.

Overall Project Scope Exclusions/Customer Responsibilities:

1. Except where specifically stated, OpTerra ES has not included removal of hazardous or contaminated materials or equipment, removal of which is required to complete construction work, or is required for safe operation of equipment. Construction labor required if hazardous materials or concealed conditions are encountered in the course of completing construction work, or required due to delays caused by hazardous materials cleanup, is specifically excluded.
2. All scope of work not shown on final approved drawings and not specifically mentioned in this Attachment D.
3. Any emergency generator or special equipment required to maintain facility electrical needs.
4. Water hose bibs for washing the panels are not included.
5. Any work associated with fire alarm system.
6. Temporary lighting or power for a facility.
7. Provision of assistance with equipment shutdowns and startups required for implementation of this Scope of Work, including stopping and restarting existing equipment by Customer.
8. Provision of assistance with escorts in sensitive building areas, identified as needed by the Customer, while work is being performed.
9. Provision of access to the facilities, laydown areas at the work sites, and a reasonable number of parking spaces for OpTerra ES and OpTerra ES' subcontractor vehicles in parking lots at the respective facilities.
10. The Customer shall provide no-cost building permits.
11. OpTerra ES has excluded any upgrade to any building electrical system to local, state or federal building or safety codes. Scope of Work excludes replacing conductors, conduit, and grounding system.
12. Repair or replace housekeeping pads, concrete pads, or base repair of existing walkway lighting.
13. Painting, unless specified.

Overall Project Scope Clarifications:

1. OpTerra ES has assumed project construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.

2. This scope assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. OpTerra ES shall not be responsible for repairs or upgrades to existing systems, other than those specifically identified herein. No allowances have been made to bring existing systems up to code. All newly installed systems will be code compliant.
3. No allowance has been made for structural upgrades to existing structures.
4. All Work will be performed during normal work hours; no overtime hours are included in this proposal unless otherwise stated.
5. OpTerra ES is not responsible for delays to Work by the utility or the Customer.
6. OpTerra ES has included the sales tax associated with the Work in the Contract Amount.

Criteria for Achieving Beneficial Use:

Beneficial Use starts on the date a Permission to Operate (PTO) letter is issued from the electrical utility company.

ATTACHMENT E

Not Used

ATTACHMENT F PROGRESS PAYMENT SCHEDULE

1. Contract Amount. The Contract Amount consists of the following itemized amounts:

Energy Audit Fee	\$20,000
Design, Engineering, and Mobilization Fee	\$1,026,910
Remaining Implementation Cost	\$4,187,641
Contract Amount	\$5,234,551

2. Schedule of Values. OpTerra ES shall provide Customer with a Schedule of Values within 15 business days after the Contract Effective Date. The Schedule of Values shall include a breakout of the Contract Amount by each ECM as detailed in Attachment D, Scope of Work.
3. Estimated Payment Schedule. The following table provides an estimated amount for monthly progress payments to be made by the Customer to OpTerra ES. Other than for Month 0, which is the Energy Audit Fee and the Design, Engineering, and Mobilization Fee payment, all remaining payments will be based on actual construction progress. The months stated in the table commence on the Contract Effective Date.

Estimated Payment Schedule		
Month	Milestone	Invoice Amount
0	Energy Audit and Design, Engineering, & Mobilization Fee	\$1,046,910
1	Progress Payment	\$261,728
2	Progress Payment	\$261,728
3	Progress Payment	\$392,591
4	Progress Payment	\$392,591
5	Progress Payment	\$392,591
6	Progress Payment	\$392,591
7	Progress Payment	\$392,591
8	Progress Payment	\$392,591
9	Progress Payment	\$392,591
10	Progress Payment	\$392,591
11	Substantial Completion	\$261,728
12	Final Completion	\$261,728

4. Preventive Maintenance Payment Schedule. The following table sets forth a schedule and amounts for payment of the on-going services OpTerra ES will be performing.

Year	Annual Maintenance Fee
1	\$13,948
2	\$14,358
3	\$14,780
4	\$15,215
5	\$15,662

ATTACHMENT G MONITORING REQUIREMENTS

Overview of DAS Network Installation and Equipment Requirements

OpTerra ES shall provide a revenue-grade billing, data acquisition system (DAS). The DAS will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

OpTerra ES DAS Monitoring Installation:

1. Supply and install hardware specific to the DAS system.
2. Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s), in accordance with OpTerra ES provided specifications.
3. Test and verify Customer/Facility network connectivity. TCP/IP internal addressing and verification
4. Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
5. Connect the data portion of digital NEM(s) to their respective DPOC(s).
6. Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
7. Perform the installation, labeling, and testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
8. Provide basic system training to designated Customer/Facility maintenance staff.

Customer/Facility Responsibilities:

1. Provide four (4) external static IP addresses, subnet mask default gateway, and DNS-information to allow remote access to DAS panel(s).
2. Provide network connectivity to each DAS panel location.
3. Provide OpTerra ES five (5) days prior notification of any IP addressing scheme changes or changes made to restrict network access to ensure maximum uptime is maintained.

ATTACHMENT H PREVENTIVE MAINTENANCE SERVICES

EQUIPMENT AND FACILITIES COVERED UNDER THIS CONTRACT

OpTerra ES shall perform Services as defined in this attachment with respect to Generating Facilities being constructed on Customer's property at the following addresses:

5245 Feather River Blvd., Olivehurst, CA 95961

I. Term of Agreement

OpTerra ES will provide the Preventive Maintenance (PM) Services, as described herein, starting with the M&V Commencement Date and for a period of five (5) years on an annualized basis. At the end of this term, the Customer may:

- a. Renew the term of the agreement
- b. Enter into an agreement with another approved service provider
- c. Self-perform PM

II. Cost of Services

Years 1 – 5: OpTerra ES will provide Services to the Customer for years 1 – 5, starting with the M&V Commencement Date, for annual amounts given in Attachment F.

Years 6 – 10: The Year 6 cost will be determined by escalating the Year 5 cost by an escalation factor equal to the ratio of the Year 6 Producer Price Index for Building Related Engineering Services (Series ID PCU5413305413301) published by the Bureau of Labor Statistics, divided by the Year 5 Index value. Subsequent years' fee will be calculated in the same manner.

III. Reporting

Upon completion of any maintenance or repair work, OpTerra ES will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to the Customer.

If OpTerra ES is no longer the PM provider, the Customer's new PM provider will maintain similar service logs.

IV. Preventive Maintenance Services Provided

OpTerra ES will provide the following PM Services, starting with the M&V Commencement Date:

- a. OpTerra ES Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis for the term of the agreement.
- b. Monitoring: OpTerra ES will monitor system performance on a daily basis for 5 years.
- c. Cleaning:
 - i. Removal of dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis for the term of the agreement.

V. Repair Services

- a. Covered Equipment: Components of the Generating Facilities installed under this Agreement including:
 1. Inverters
 2. Photovoltaic Panels
 3. Combiner Boxes
 4. Disconnect Switches
 5. Wire
 6. Meters
 7. Data Acquisition System
- b. Exclusions:
 1. Array structure
 2. Lighting
 3. Roofing
 4. Paint or finish
 5. Concrete
 6. Asphalt
 7. Bollards
 8. Conduit

- c. Notwithstanding repairs and scope that may be required during the warranty period, in the event that OpTerra ES determines repair or replacement services are necessary, during the period starting with the M&V Commencement Date through the next 10 years, OpTerra ES will provide for those repairs and replacements at no charge to the Customer. In such event, OpTerra ES will, except in the event of an emergency or in the event that OpTerra ES otherwise believes that a failure of the Generating Facilities is imminent, provide advance notice to the Customer, of the scope, schedule and reasons for the repair.
- d. If a Generating Facility is damaged due to a Force Majeure Event, Customer's negligence, or any other event beyond the control of OpTerra ES, OpTerra ES shall provide repairs as required to restore the Generating Facilities to normal operating parameters or to replace deteriorated, damaged, parts and equipment. The Customer or its insurance company shall compensate OpTerra ES for such repairs/replacement on a time and material basis, with OpTerra ES providing back-up cost detail for actual, reasonable costs including reimbursable expenses, multiplied by 1.15.
- d. "Repairs" will include any of the following as necessary: Procuring parts or materials, removing damaged or out-of-specifications parts or materials, installing repaired or replacement parts or materials, and testing.

VI. SERVICES AND EQUIPMENT TO BE COVERED BY CUSTOMER

OpTerra ES' obligations under this attachment are expressly conditioned upon Customer's providing and being responsible for the following, without cost to OpTerra ES:

- a. The Generating Facilities described herein shall be made available to OpTerra ES as of the Effective Date of the Contract.
- b. The Customer shall be responsible for washing of the PV modules and removal of accumulated dust and debris with pressure hose on an as needed basis for the term of the agreement.
- c. Operate and maintain security systems associated with Generating Facilities.
- d. The Customer shall be responsible for maintenance of all landscaping in and around Photovoltaic facilities including tree trimming.
- e. Allowing OpTerra ES and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Services, including reasonable work, parking, and equipment staging areas.
- f. Allowing OpTerra ES and its personnel to access reasonable quantities of water, electrical power, and other utilities then existing at the Generating Facilities as necessary for OpTerra ES to satisfy its obligations under this contract, all free of charge to OpTerra ES.
- g. Customer shall be responsible pursuant to applicable law for the remediation of any known Hazardous Substances encountered by OpTerra ES during the performance of the Services which Hazardous Substances were not deposited by OpTerra ES, including any backfill with clean soil as may be reasonably required.
- h. Customer shall insure the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

OpTerra ES shall have no obligation to provide the Services, to the extent such provision of Services is materially adversely affected by Customer's failure to satisfy the conditions set forth in this Attachment H.



*A project of the
Rural-Urban Connections Strategy
(RUCS)*

SACRAMENTO REGIONAL AGRICULTURAL INFRASTRUCTURE PROJECT

Prepared by:

**Sacramento Area Council of
Governments**

In partnership with:

**Applied Development Economics, Inc.
Foodpro International, Inc.
The Hatamiya Group
DH Consulting**



Yuba County Case Study

November 2014

INTRODUCTION

Agriculture is a way of life in Yuba County and continues to be the cornerstone of the local economy. As stated in the County's 2030 General Plan, "agriculture represents the single most important economic activity and most prevalent land use in Yuba County."¹ Next Economy, the regional economic development strategy, also highlights the importance of agriculture to economic resiliency, vitality and opportunity, with agriculture and food as one of the strategy's core business clusters. Even when compared to other farming regions agriculture's contribution to the local economy stands out: over 11.5 percent of gross regional product in the Yuba Metropolitan Statistical Area² comes from the direct value of farm output alone (not including agriculture's substantial multiplier effect), a rate significantly higher than the rest of the Sacramento Valley. Indeed, the relative contribution of agriculture to gross regional product in the Yuba area is 50 percent higher than in the Fresno or Bakersfield MSAs, the state's largest agricultural regions by output.³

Despite agriculture's centrality to both the local economy and way of life, working landscapes in Yuba County are undergoing major changes as market forces, policy and environmental conditions shift. As a result, agricultural lands often face pressure from competing uses, in particular urban land development. Like other growing areas, Yuba County aims to balance agriculture and other land uses to accommodate long-term population growth, preserve quality of life and foster economic development.

This case study on current and possible future agriculture production in Yuba County provides information, data and economic modeling results that may help the County in assessing land use planning and economic development strategies. The study applies the tools developed as part of SACOG's Agricultural Infrastructure project to Yuba County. In addition to an updated crop modeling platform these tools include refined local consumption and production estimates, fiscal results of various land use scenarios, and financial feasibility tools to respond to market opportunity. While the County is the primary audience for the study, we anticipate these tools will have relevance to local growers and investors as well and transferability to other counties or regions.

The first section of the case study identifies existing conditions in Yuba County's agriculture cluster and how possible changes in market and natural resource conditions may affect cropping patterns and agricultural viability. The study also highlights specialty crop production for the local market and associated agriculture infrastructure as a burgeoning economic opportunity while also discussing critical infrastructure for the county's mainstay commodity crop production. The second section of the case study assesses the emergence of a local market scenario compared to other possible future cropping patterns reflecting changes in market demand and management objectives. This second section also showcases the economic and fiscal value of recent agricultural conservation as a result of Yuba County direction and policy. The modeling results provide the County data and comparison across numerous fiscal and economic metrics for land use and economic development strategies. Finally, the case study concludes with a section showcasing opportunities to leverage agriculture as a form of economic development in Yuba County.

¹ Yuba County 2030 General Plan, Chapter 7 Natural Resources Element-16.

² The Yuba MSA includes both Yuba and Sutter counties.

³ Bureau of Economic Analysis, Gross Domestic Product by Metropolitan Area. For year 2011 in current dollars. <http://www.bea.gov/regional/index.htm>

KEY FINDINGS

Market Scan

- The last two years have provided record levels of agricultural production in Yuba County, helping fuel economic recovery from the recent recession.
- Yuba County's water supply and soil quality can support a broad array of crops, granting growers flexibility to respond to new market signals. The county appears to be well positioned to capitalize on a range of market opportunities. Currently major export commodity production dominates the county's agriculture sector. Between 2008 and 2012 growers added more acres of walnuts than any other crop in Yuba County.
- Specialty crop production geared to local consumption represents a growing and largely untapped market opportunity in Yuba County and the greater Sacramento region, yet barriers inhibit growth in this market segment.
- Local agriculture infrastructure such as a food hub can help overcome these barriers and capitalize on the burgeoning local food system. The case study shows a conceptual food hub (aggregation, processing, storage, and distribution) in Yuba County is a financially feasible business endeavor, generating a positive annual cash flow of nearly \$2 million and over 11 percent return on investment by the tenth year of operation. Likewise, the case study provides the specifications of an alternative hub model geared to process walnuts, Yuba County's top crop by value; the study shows this infrastructure serving existing production also appears to be economically viable in the county.

Scenario Analysis: Possible Agriculture Futures

- A regional-serving food hub would require around 530 acres of dedicated specialty crop production, depending on the facility's crop mix and number of processing lines; the county's existing crop acreage could easily support this total, even within currently fallow agricultural land. Growers supplying specialty crops to the single facility in aggregate would also earn estimated profits of \$2.4 million. The hub could meet the full fruit and vegetable consumption of 13,165 people, or a smaller proportion of that consumption to a larger number of people (e.g., a quarter of annual fruit and vegetable consumption of 52,600 people).
- A variety of future cropping patterns illuminate the full economic potential of the county's agriculture sector as market, natural resource and social factors fluctuate. A shift to high value crops within the existing cropping pattern (e.g., orchard lands stay in orchards, but switch to highest value orchard crop) could increase the sector's gross farm gate value by two-thirds, from about \$350 million based on the study's estimates to reach \$591 million a year.
- Further economic objectives include maximizing return on investment (ROI) to farmers. A study scenario that tested crops that have the highest return shows a cropping pattern that produces a 43% ROI on average for farmers. This cropping pattern, however, has a more limited market and may not have the same economic impact on the entire agriculture industry since it supports less diversity in processing and other related businesses.

- In comparison, the scenario that tested extensive specialty crop production generated the highest value by far, as well as a high return on investment. Compared to the base, the specialty crop scenario quadruples overall value, increases average ROI and actually decreases agricultural water consumption by 78,000 acre-feet. A greater diversity of economic activity could occur in this scenario since processing and other related activities could generate a greater multiplier effect throughout the county. To reach these economic levels, however, the scenario results in significant additional labor demand.
- Environmental considerations are equally as important as economic ones when analyzing crop production. A scenario that tested crops with low water demand cuts water consumption by half, but also reduces agricultural value \$73 million from today's base conditions. Likewise, agriculture labor hours in the county fall by nearly 50 percent in the low water scenario compared to the base. This analysis highlights the positive correlation between agricultural value, water consumption and labor demand (i.e., they tend to move in the same direction). Generally, higher agricultural values and returns require more water and labor supply.
- Finally, the project's analysis illuminates economic and fiscal results of agricultural land conservation in Yuba County. Recent Yuba County policy—per its 2030 General Plan—establishes long-term agriculture use in the valley floor. The case study estimates this agriculture conservation effort preserves approximately 10,000 agriculture acres from converting to urban use over the course of the plan, protecting \$31 million in agricultural value—using today's cropping pattern—while saving an estimated \$40 million in future Operations and Maintenance (O&M) annual expenditures.

Opportunities to Leverage Agriculture to Expand Economic Development in Yuba County

- **Growers**
 - Yuba County is well positioned to grow a diversity of crops for a range of markets. Expanding national and international demand for commodity agricultural products presents continued opportunity for growers in the county, given that commensurate water and labor supply is available.
 - The local market represents an emerging opportunity, yet the success of this system is predicated on a sufficient supply of local specialty crop production. Growers in Yuba County have noted that they need to see a strong market signal to decide to produce specialty crops for the local market.
 - The regional Agricultural Infrastructure project being conducted by SACOG provides detailed evidence of the burgeoning local market opportunity, including untapped local demand and price points for local specialty crops. The financial pro forma shows farmers in aggregate will be profitable growing at estimated prices offered by a prototypical food hub facility. This work helps document the competitiveness of specialty crop production.
- **Yuba County**
 - Yuba County's 2030 General Plan articulates the need to preserve the county's agricultural heritage and economic base. The plan re-designates almost 5,000 acres of farmland (including grazing) from future urban development to agriculture. Likewise, the plan calls for future

development to be focused within the Valley Growth Boundary, in turn conserving long-term agriculture use in the valley. If this policy holds, using the development trends of the past 20 years, the county could ultimately realize 10,000 acres of agricultural land conservation over the life of the general plan. Together, this direction helps confirm the importance of agriculture in the county and provides a clear signal to growers of the long-term stability of the sector.

- Farmers don't have to shoulder the entire risk of building up the local food system. Yuba County can continue to support initiatives such as the grower-institution matchmaking of the Yuba-Sutter Economic Development Corporation, as well as work to update policy to support local food production such as allowing more uses on agriculturally zoned parcels. The impediments report, which is part of the larger agriculture infrastructure study, highlights other incentives the County could employ to support specialty crop production and a food hub.

➤ **Investors**

- The Agricultural Infrastructure project provides a suite of business tools that help inform investment decisions. In addition to that project's detailed pro forma and business plan, this case study reports the financial feasibility of an alternative conceptual food aggregation facility customized to Yuba County.
- The RUCS modeling platform estimates grower revenue and costs by various future conditions such as drought, establishment, or changing market price. These data can also be of use to help steer investment to specialty crop production.
- A prototypical food hub serving the Sacramento Valley requires a cash investment of \$3.5 million and becomes cash positive by the end of the fourth year, rising to a nearly \$2 million positive annual net cash flow by the tenth year of operation. Over the course of the pro forma, the facility gives a nearly 25 percent Internal Rate of Return.

YUBA COUNTY'S AGRICULTURE SECTOR

MARKET SCAN

During the recent recession agriculture was one of the few bright spots in the regional economy and has helped to fuel economic recovery—in Yuba County the last two years have provided record levels of agricultural production, showcasing the strength of the local agricultural sector.⁴ Yuba's neighboring counties in the

The region's \$2 billion agriculture sector has emerged from the recession well positioned to capitalize on favorable market trends.

Sacramento Valley also evince a similar trend of record agricultural value, illustrating the vitality of the agricultural cluster identified in Next Economy's regional prosperity plan. For example, Yolo County's gross value of agriculture production in 2012 was at an all-time high and an increase of 17.5 percent from the previous year.⁵ In 2011 Sacramento County witnessed its highest ever level of crop production value, a level that was surpassed the following year.⁶ Indeed, agriculture in the six county region produced nearly \$2 billion of value from farmgate production alone in 2012, the highest level recorded.⁷ This total does not include the additional contribution of processing, transport or other value-added activities tied to the agricultural sector, nor the increasing value of ecosystem services provided by working landscapes. In short, the region's agricultural sector has emerged from the recession well positioned to capitalize on growing demand and higher international market prices for commodities.

CURRENT CONDITIONS- COMMODITY PRODUCTION IN YUBA COUNTY

As with other parts of the region, export commodity production currently dominates Yuba County's agriculture industry. SACOG's Agriculture Infrastructure project estimates that 98 percent of the county's estimated \$350 million agriculture output⁸ is exported, including commodities destined for national and overseas markets.⁹ To analyze this current cropping pattern SACOG created a field-level crop map for Yuba County with the most recent 2012 data from the Pesticide Use Report from the California Department of Pesticide Regulation supplemented by satellite imagery. This map is the "base case" scenario against which future scenarios are compared as described below. Of the 281,093 agriculture acres in the county, timber encompasses 72,519 and rangeland/pasture another 114,232, with 94,342 acres of crop production. The map on the following page shows the location of major crop production in the county: half of crop coverage in the county comes from rice, but specialty crops round out the next most prevalent, with walnuts, prunes, peaches, almonds and pears the next largest crops by acreage.

⁴ Yuba County Department of Agriculture, "2012 Crop Report."

⁵ Yolo County Department of Agriculture and Weights & Measures, "Yolo County 2012 Agricultural Crop Report."

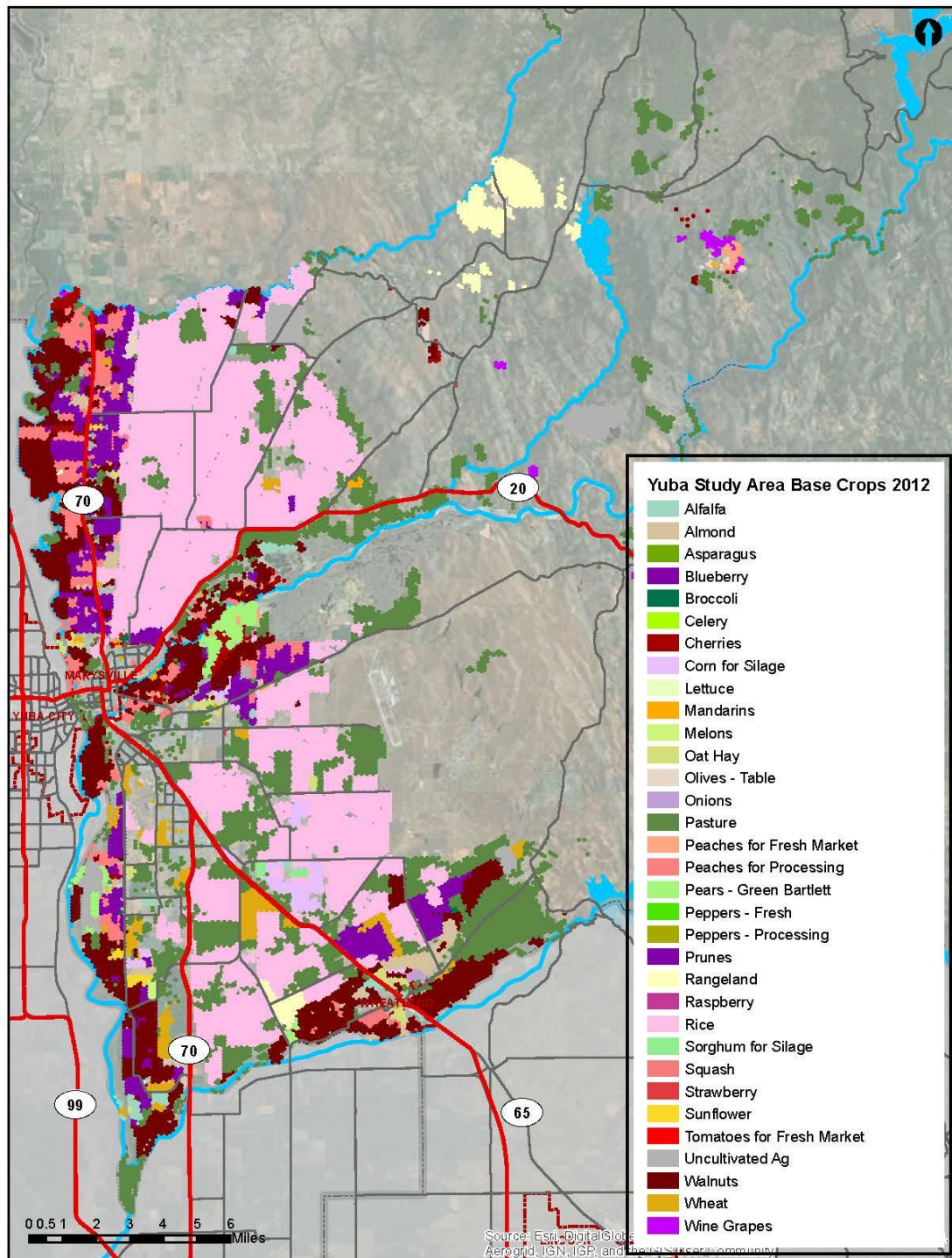
⁶ Sacramento County Department of Agriculture, "Sacramento County 2012 Crop & Livestock Report."

⁷ SACOG analysis of 2012 County Crop Reports.

⁸ This level is based on SACOG's 2012 Crop Map and may differ from other published sources.

⁹ SACOG Regional Agricultural Infrastructure Project, "Policy Brief: Food Hub Trends and Characteristics." 2014.

2012 Field-Level Yuba Crop Map



The tables below compare the 2012 top crops in the county by value to their inflation-adjusted 2008 levels, and note the harvested acreage change for these crops in the same period. The review found that largest change between periods came from walnut planting, as this crop has exhibited marked increases in market value recently.

2012 Top Yuba County Crops by Value compared to 2008 Inflation-Adjusted Levels

Crop	2008 Value (in \$2012)*	2012 Value	Percent Change 2008 to 2012
Walnuts	\$18.6 million	\$59.5 million	220%
Rice	\$87 million	\$57 million	-34%
Prunes	\$22.1 million	\$25.7 million	16%
Peaches	\$12.5 million	\$16.5 million	32%
Kiwifruit	\$3.5 million	\$4.5 million	28%
Pasture	\$4.32 million	\$4.3 million	-0.5%
Almonds	\$1.4 million	\$2.8 million	100%
<i>*2008 values adjusted into 2012 dollars to account for inflation. Adjustment based on Bureau of Labor Statistics Inflation Calculator</i>			
<i>Totals exclude milk, cattle and timber. Source: Yuba County 2008 and 2012 Crop Report</i>			

2012 Top Yuba County Crops by Acreage compared to 2008 Levels

Crop	2008 Harvested Acres	2012 Harvested Acres	Percent Change 2008 to 2012
Pasture	199,600	198,300	-1%
Rice	35,294	37,600	7%
Walnuts	9,006	11,560	28%
Prunes	8,650	7,367	-15%
Peaches	2,854	3,632	27%
Almonds	973	860	-12%
Kiwifruit	285	319	12%
<i>Source: 2008 and 2012 Yuba County Crop Report</i>			

NATURAL ASSETS SUPPORTING COUNTY AGRICULTURE

Yuba County's abundant agricultural output benefits from physical attributes such as good soils, mild climate, water availability and transportation connectivity. A look at Yuba County's soil quality and water supply in particular—two of the most important physical factors determining agriculture production in California— provides a measure of what forms of production are feasible in the county. This review shows an environment capable of supporting varied crop production, giving local growers a wide range of production modes and crop mix, and flexibility to respond to changing market signals.

WATER

Relative to other portions of California, Yuba County is water-rich.¹⁰ Data provided by the Yuba County Water Agency (YCWA) show the vast majority of crops in the county are irrigated, either through surface water, ground water, or a mixture of the two.¹¹ Reclamation District 10, one of the county's most productive agricultural areas, is one of the few major agricultural areas in the county still dependent primarily on groundwater.¹² Yet overall, Yuba County agriculture relies primarily on surface water, and YCWA delivers 310,000 acre-feet of water a year to eight local irrigation districts in the county covering 79,590 acres.¹³ According to YCWA's most recent budget, the base rate for wholesale water transfer to member units is \$1.93 per acre-foot, plus an additional \$2 for supplemental transfer.¹⁴ Each individual irrigation district charges its own rate to the end agricultural user, and while costs can vary significantly even between districts within the Sacramento Valley¹⁵, these low wholesale rates can translate to low water costs for agriculture in Yuba County. For example, the current 2014 cost of delivered water in the Browns Valley Irrigation District—one of those wholesaled by YCWA—stands at \$16.20 per acre-foot of water for the approximately 1,300 agricultural users in the district.¹⁶ In comparison, a snapshot of recent data from the University of California show much higher water costs for specialty crop production in other major agriculture areas of the state: \$170 per acre-foot for production in Ventura County, \$260 in the central coast, and \$129 in the

¹⁰ Yuba Local Agency Formation Commission, "Municipal Service Review Findings." July 24, 2008.

¹¹ State of California Department of Water Resources, "Metadata for the Yuba County Land Use Survey Data." Division of Planning and Local Assistance, May 20, 2013.

¹² SACOG analysis of DWR data and the 2012 crop map.

¹³ Yuba County Water Agency website; Yuba Local Agency Formation Commission, "Municipal Service Review Findings." July 24, 2008 and Yuba County Water Agency, "Agricultural Water Management Plan." December 2012.

¹⁴ Yuba County Water Agency, "Agricultural Water Management Plan." December 2012.

¹⁵ Christopher A. Greet et al., "2012 Sample Costs to Produce Rice: Sacramento Valley." University of California Cooperative Extension, 2012, p4.

¹⁶ Browns Valley Irrigation District 2014 Budget. Approved February 27, 2014; GEI Consulting, "Yuba County Integrated Regional Water Management Plan." Submitted to Yuba County IRWMP Water Management Group.

southern San Joaquin Valley.¹⁷ In interviews conducted for the project, growers noted that the water prices in the state have spiked relative to the above 2011 costs, especially given the recent drought.

An abundant water supply relative to other agriculture areas also provides stability, which is especially beneficial for high-value yet water-intensive crops. The recently constructed Yuba-Wheatland Canal expands surface water irrigation to a segment of the county previously reliant on groundwater, mitigating groundwater overdraft in the southern portion of the county and helping preserve groundwater aquifers for dry years. The canal improves the reliability of water supply, carrying up to 205 cubic feet per second of surface water to service local growers.¹⁸ On a county-wide level, the recently established Lower Yuba River Accord provides consensus and stability for water diversions moving forward. This accord balances uses on the river, increasing higher minimum instream flows on the lower Yuba River for fish and wildlife purposes while providing steady water supply for irrigation and power generation. Importantly, the accord overcame several decades of litigation to reach consensus on flows on the lower Yuba River.¹⁹

SOIL

In addition to a relatively enviable water supply, agriculture in Yuba County also benefits from good soil quality that supports major crop production. The project team obtained detailed county soil quality data and information from USDA's Natural Resources Conservation Service. This source covers over 95 percent of the United States and represents the single authoritative source of soil survey information. According to this data source, almost all of the valley floor consists of loam soil with no or slight slopes. The best soils for widespread crop production—based on USDA's Official Soil Definition Series soil quality definitions—come from the multiple river loams in the county. In addition, the project's soil review found that soil on the valley floor farther away from the rivers can also support a wide variety of crop production.²⁰ For example, with over 57,500 acres in agriculture production (and another 19,000 developed by urban use), San Joaquin loam soil is the most widespread soil in the county. Currently about half of this soil type in the county is in rice production, followed by pastureland, prunes, wheat, walnuts, peaches, almonds and corn, with smaller acreage in olive, citrus, pears, mixed vegetables, strawberries, pecans, persimmons, pumpkins, alfalfa and clover production.²¹ This diversity of crop type illustrates growers' ability to produce a wide variety of crops—including specialty crops—on the county's most widespread soil.

¹⁷ Etaferahu Takele et al., "Costs and Profitability Analysis for Bell Pepper Production in the Oxnard Plain, Ventura County, 2012-12." University of California Agriculture and Natural Resources. Mark P. Bolda et al., "Sample Costs to Produce Second Year Strawberries: Central Coast Region." University of California Cooperative Extension, 2011. Neil V. O'Connell et al., "2011 Sample Costs to Establish a Citrus Orchard and Produce Mandarins: San Joaquin Valley- South." University of California Cooperative Extension.

¹⁸ Yuba County Water Agency, "Yuba-Wheatland Canal Project Summary."

¹⁹ Water Education Foundation, "The Lower Yuba River Accord: From Controversy to Consensus." 2009.

²⁰ The three most widespread soils in the valley floor are San Joaquin, Conejo and Kimball loams. Other prominent soils include Columbia, Hollenbeck, Holillipah, Kilaga and Shanghai loams. See USDA's Official Soil Definition Series for a full classification of these and every soil in the county. <https://soilseries.sc.egov.usda.gov/>

²¹ 2012 SACOG crop map.

Overall, SACOG's recently completed crop map combined with grower interviews show there are over 60 different crops grown at various scales in Yuba County.²²

Local grower and agriculture stakeholder sentiment captured as part of the case study substantiate how soil capacity is not viewed as the major constraint in Yuba County's valley floor. In interviews, local growers related their capacity to grow almost any crop they wished due to favorable climate, soil and water supply.²³ And while it is harder and more expensive to grow specialty crops on heavier soils, growers could make production work if they saw the end reward of a high market price.²⁴ In short, growers' production choices on the valley floor have not been dictated primarily by physical constraints but instead by market signals.

In the foothills, soil type and slopes become more of a limiting factor for commodity production, but can still support smaller-scale niche agriculture. The map below shows the ten largest soil types by acreage in the county. Generally, the soils in the foothills starting with the Auburn complex do not support full-fledged agriculture. The work of the North Yuba Grown group however illustrates how smaller-scale agriculture can be successfully conducted throughout the county. The cluster of specialty crop producers near Oregon House, for example, evidence the ability to grow in a variety of conditions: USDA's soil data show this production to occur on gravelly soil with slopes between eight and 15 percent.²⁵ Farmers who are part of the North Yuba Grown group listed crops in production, including heirloom tomatoes, lettuce, kale, arugula, lavender, mixed vegetables and olives.²⁶

In short, the study's review of natural assets supporting agriculture in Yuba County found a physical environment capable of supporting a wide range of crop production. These inherent assets provide growers flexibility to respond to changing demand, a key advantage in today's global marketplace. Documenting Yuba County's physical attributes also stresses the importance of maintaining and perhaps expanding the critical infrastructure that helps tap into these fundamental assets. The next section on the report delves into the market case for one such form of agriculture infrastructure, a food hub that captures more of the food system value chain within Yuba County.

²² SACOG Crop Map and local grower interviews. While many crops are grown on a smaller scale, overall the county is dominated by a few large crops. The three largest by coverage—rice, walnuts, and prunes—account for 80 percent of all crop acres in the county (excluding pasture and timber acres).

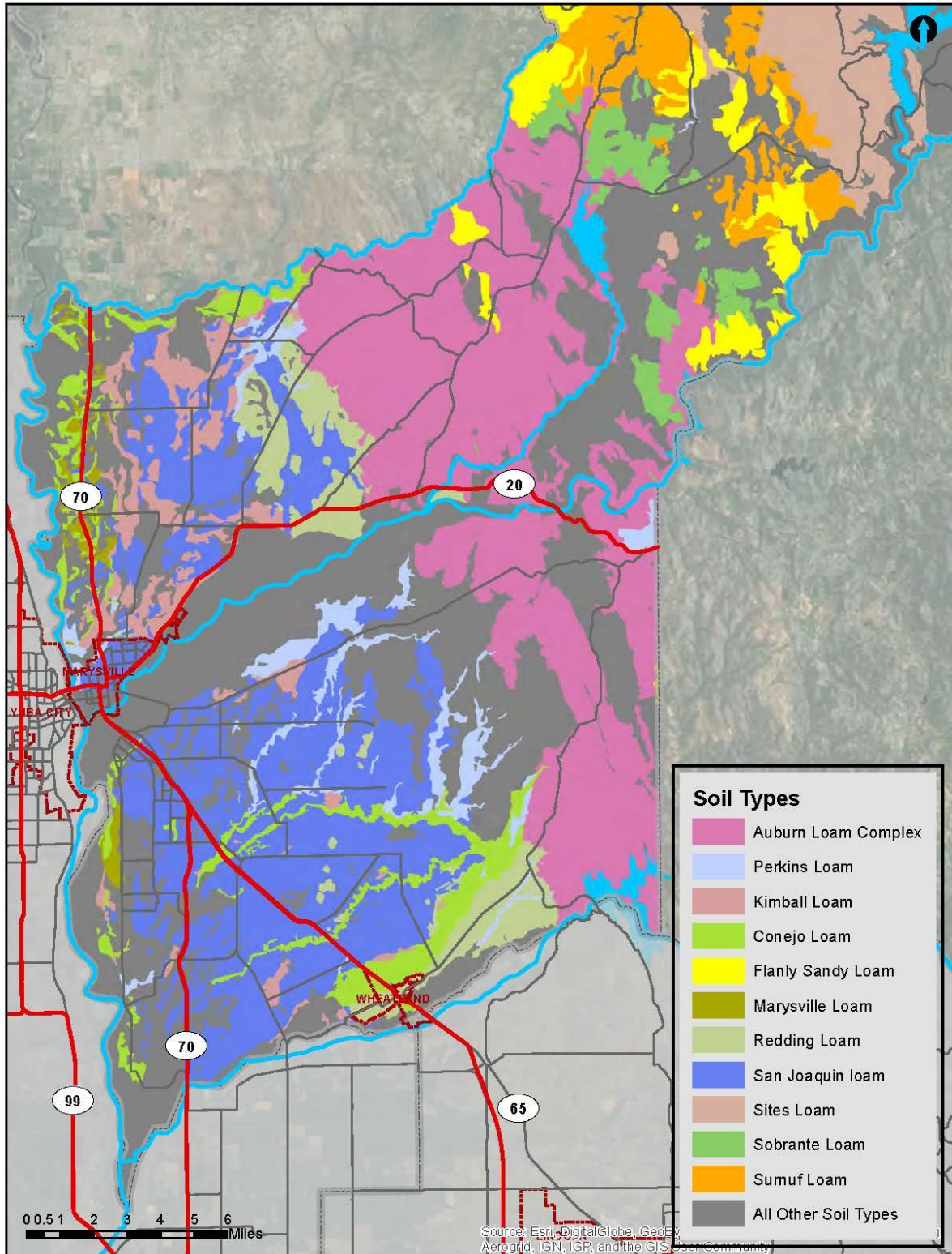
²³ SACOG Regional Agricultural Infrastructure Project, "Interview List." Prepared by Applied Development Economics, Inc. in partnership with Foodpro International, Inc., The Hatamiya Group and DH Consulting, 2014.

²⁴ SACOG interview with Mark Lundy, Area Agronomy Advisor, University of California Cooperative Extension: Colusa-Sutter-Yuba Counties, July 15, 2014.

²⁵ USDA Natural Resources Conservation Service and 2012 SACOG crop map.

²⁶ SACOG interview with North Yuba Grown, March 5, 2014.

Largest Soil Categories in Yuba County



Source: USDA Natural Resources Conservation Service

AGRICULTURAL INFRASTRUCTURE: FOOD HUB FOR THE LOCAL MARKET

Large-scale commodity production is the dominant form of agriculture in Yuba County. While commodity production for external markets will likely continue to serve as a mainstay of the county's agricultural cluster, growers increasingly can also look to capitalize on the burgeoning local market as a new economic market outlet and means to diversify, and do so on a relatively small amount of land. This section first provides a market analysis around local demand, as it is not as well understood as national and international commodity markets, and then documents a potential food hub facility that can help address a critical infrastructure gap.

EVIDENCING LOCAL DEMAND

Currently the greater Sacramento region consumes over 1.8 million tons of food each year, with nearly 60,000 tons of this in Yuba County. Yet despite being one of the nation's leading agricultural areas, SACOG estimates that only about two percent of food consumed in the region is grown in the region, with the remaining 98 percent imported from elsewhere. As farm-to-fork and similar trends continue to spread, local agriculture stakeholders have stressed the substantial market potential of meeting more local food demand through local production and distribution. The vast majority of this demand is for fresh fruit and vegetable specialty crops.

Several recent studies document the market demand for local product. The National Restaurant Association's 2014 Culinary Forecast identified local sourcing as the top trend in the restaurant industry this year.²⁷ Yet this development is not limited just to restaurants. A 2012 National Grocers Association survey for example found that over 85 percent of U.S. consumers partly base their grocery store selection on whether it carries local products while a 2014 report found that 70 percent of survey respondents will pay a premium for locally grown produce and prefer retailers that carry more locally produced items.²⁸ Moreover, according to a Produce Marketing Association survey by the Hartman Group in 2011, U.S. consumers increased their tendency to buy locally grown fresh fruits and vegetables by 30 percent over the previous year.²⁹ SACOG's interviews as part of the Agricultural Infrastructure project with over 100 growers, distributors and stakeholders in the region echo these findings: local sourcing is a major market trend in the region.

²⁷ Farm Futures, "Local Food Projected to be Hot Trend in 2014," Dec 9, 2013, <http://farmfutures.com/story-local-food-projected-hot-trend-2014-0-105820>

²⁸ A.T. Kearney, "2014 Ripe for Grocers: the Local Food Movement Survey." Riemendschneider, Pamela, "Survey: Consumers want local, willing to pay premium," *The Packers*, May 6, 2014.

²⁹ PMA, "Consumer Survey Reveal Growing Importance of Fresh, Local and Safe Produce," January 2011, <http://www.pma.com/resources/research-center/consumer-trends/consumer-survey-article>

Yuba and Sacramento Region Annual Food Consumption

Food Group	Yuba County Food Consumption (tons per year)	SACOG Regional Food Consumption (tons per year)
Fruits	11,888	384,828
Vegetables	20,642	668,204
Meat	6,972	225,678
Nuts	184	5,959
Eggs	1,488	48,178
Grains	3,549	114,877
Fats/Oils	1,030	33,357
Dairy	9,633	311,833
Sugars	3,150	101,978
Total Consumption	58,536	1,894,892
For primary food weight. Source: SACOG Food Consumption Calculator, 2014		

As the above table illustrates, fruits and vegetable specialty crops account for the majority of total food consumption by primary weight each year in the region. For these specialty crops in particular the region experiences a marked supply/demand imbalance between local production and consumption. The table below estimates the number of acres in Yuba County devoted to several specific specialty crops compared to how many acres would be needed to meet current demand in both Yuba County and the entire six-county region. This analysis shows opportunities to expand local specialty crops to meet demand in the county, but tellingly, also areas to tap into greater regional demand. Local growers and stakeholders interviewed as part of this case study often equated the local market to Yuba and Sutter Counties, but not the other counties of the Sacramento region. This local market conception excludes the nearby consumption centers and thus major market opportunities. SACOG's Agricultural Infrastructure project found that because of its great diversity of crops, favorable climate and other assets, the market shed for a producer to be deemed 'local' in Yuba County is at least 100 miles, and can even extend to neighboring regions such as the Bay Area. As such, the final column in the below table illustrates the significant market opportunity in growing specialty crop for the greater Sacramento region, and the need to increase market channels to tap into this existing demand.

While definitions vary, market channels for Yuba's 'local' specialty crop production extend at least to the contiguous six counties of the region and can even reach the population centers of the Bay Area.

Examples of Local Market Supply/Demand Specialty Crop Imbalance

Crop	Acres in production in Yuba County	Acres needed to match Yuba County consumption	Acres needed to match regional consumption
Apples	19	251	8,129
Asparagus	0	53	1,721
Bell Peppers	1	10	323
Blueberries	2	18	570
Broccoli	3	46	1,497
Carrots	0	29	940
Kale	1	9	307
Lettuce	7	85	2,755
Lima Bean	0	29	940
Onions	4	32	1,028
Spinach	0	16	522
Squash	3	22	729
Sweet potatoes/Yams	1	24	770

Source: 2012 Agriculture Census, USDA NASS 8 year average yields, SACOG food calculator and County Agriculture Commissioner

BARRIERS GROWING FOR THE LOCAL MARKET

Despite the potential referenced above, farmers growing specialty crops for the local market face serious challenges compared to conventional commodity production. A related report included in SACOG's Agriculture Infrastructure study, "Impediments to Supplying Locally Grown Specialty Crops," discusses these barriers at length. The below section summarizes four of those challenges—**policy, market access, operating infrastructure** and **farmer reluctance**—most pertinent to Yuba County.

Policy

The rapid expansion in local market demand—epitomized by the region's branding as the nation's Farm-to-Fork capital—represents a relatively recent change that raises new grower needs and support. Stakeholders in Yuba County have made significant strides responding to this new market development. The Yuba-Sutter Economic Development Corporation for example is assisting the North Yuba Grown group with a local Agriculture Tourism project while the Yuba-Sutter Farm Bureau convenes young farmers with an eye towards niche markets.³⁰

Even with these steps, current and potential growers in Yuba County expressed that more could be done from a policy standpoint to foster a vibrant local market. In particular, interviewees pointed to current zoning as a possible barrier that could inhibit small local operations from expansion. Examples include growers wishing to

Zoning changes supporting flexible mixed use on rural agriculture parcels that allow light processing and agri-tourism uses can help fully capitalize on Yuba County's growing market opportunity.

convert a barn on the property into a farm store, but finding sales on rural agriculture parcels prohibited, or the desire to approve farm stays so agri-tourists coming to the county would have places to stay. As the County updates its agricultural zoning, changes supporting flexible mixed use on rural agriculture parcels to allow light processing and agri-tourism uses can help fully capitalize on the growing market opportunity. An estimated 200,000 people a year come to Yuba County for recreation activities; supportive zoning can help channel this recurring demand to the county's nascent local food system. Butte County's agricultural overlay land use and zoning designation allows visitor-serving commercial uses, farm stays, education and specialty produce retail in agricultural areas and serves as one possible model of how a nearby county has supported its local food system.³¹

Market Access

Unlike in contract agriculture, specialty crop growers focused on local markets are seldom provided the security of a guaranteed outlet for their product. While growers expressed concern that some common market outlets—chiefly farmers markets and Community Supported Agriculture (CSAs)—may already be saturated at the regional level, these same channels may be underdeveloped specifically in Yuba County. Furthermore, growers have found it difficult to navigate procurement policies at local institutions.

Operating Infrastructure and Costs

Large-scale commodity production still dominates Yuba County's agriculture sector and the region's current agriculture infrastructure reflects this export orientation. Through interviews, growers identified the shortage of

³⁰ SACOG interview with Brenda Stranix, Yuba-Sutter Economic Development Corporation, and SACOG interview with Megan Foster, Yuba-Sutter Farm Bureau and Yuba County Supervisor Roger Abe, February 21, 2014.

³¹ Butte County General Plan, Element 7- Agriculture.

agriculture and food infrastructure tailored to regional aggregation, handling, processing and distribution as a primary constraint in meeting demand for more locally grown specialty crop. In particular, growers expressed the lack of mid-scale produce handling and processing capacity as a major constraint— growers will not produce for the local market if they do not see a viable supply chain infrastructure that enables their product to efficiently reach consumers. The subsequent section of the study focuses on the financial feasibility and structure of a food hub to provide needed local agriculture infrastructure.

In addition to off-farm infrastructure challenges, growers shifting production to new crops incur substantial costs on the farm. Costs of crop conversion include capital establishment expenses as well as the time needed to get the new crop to mature yield levels. These costs do not apply solely to new farmers; even established growers need to make capital investments when switching crops.

The recent increase in walnut production provides valuable insight into the challenges expanding specialty crops in the county. SACOG conducted an in-depth exploration of the economics of walnut production, which is included in this case study as a technical appendix, *Exploring Long-Term Viability of Walnut Growers*. In summary, the review highlighted the implications of converting to crops with high establishment costs and long establishment periods, such as walnuts but also other orchard or vine crops like peaches, kiwis and grapes.

For example, a typical grower must spend around \$7,000 an acre the first year converting to a new walnut crop, to prepare the land and purchase and plant tree starts. Yearly costs decrease after the first year but the orchard still must be tended with irrigation, fertilizer and pesticide. The new walnut starts do not produce any harvest until the fourth year, and don't reach full maturity until eight years after planting. In consequence, the grower incurs significant upfront costs with a delayed return. Indeed, the analysis suggests that the average grower does not make back his initial investment in walnut production until the 11th year of operation. And if walnut prices decrease by a third, the analysis indicates the grower would still not have repaid establishment costs by year 25, when he would likely need to re-establish the crop. Overall, the analysis shows that a shift to these types of specialty crops can be financially rewarding in the long-run, but also pose risk to the grower due to high capital investment, long period to maturity and the potential for a decrease in market price. Importantly, given the uptake in walnut planting in the county, the review also shows how growers are willing to take such a risk when they see a long-term market reward. It is worth noting that even specialty crops that produce immediately—such as leafy greens, brassicas, etc.—still have significant establishment costs in terms of the capital investment needed to start or change a farm operation.

Grower Reluctance

Because of the challenges of growing local and the strength of the existing commodity system, many farmers expressed reluctance about increasing the supply of product geared to the local market. Commodity production provides stability through guaranteed contracts and over time farmers have developed strategies and knowhow to deal with this regulatory system. Given this, they have capitalized their operations to grow commodities and would have to make expensive purchases to retool for other crops. With international commodity prices high, growers need to see a strong market case for increasing local production. The various components of the regional Agricultural Infrastructure Project provide metrics and data to help growers gauge local market opportunities. Furthermore, a food hub will rely on a guaranteed steady supply of the products and volumes needed to successfully operate the facility, thus providing one of farmers' biggest incentives, a contract for product.

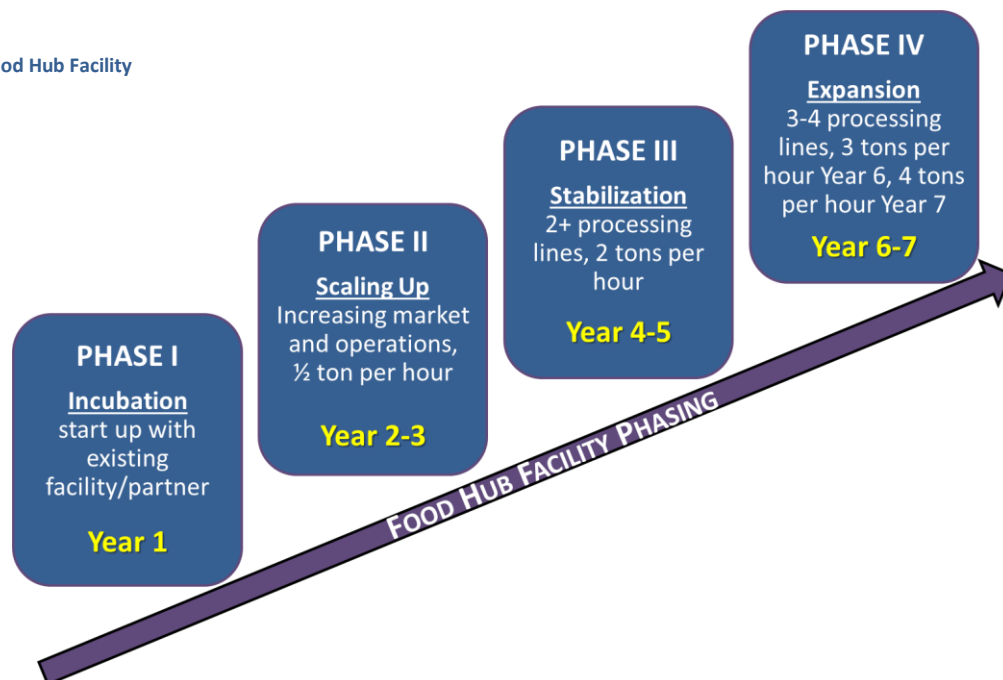
FOOD HUB: CAPITALIZING ON LOCAL MARKET OPPORTUNITY

Over the past several years, SACOG's RUCS program has engaged local growers and agricultural stakeholders to better understand the extent of the local market opportunity. This process identified the need for expanded agricultural infrastructure for the regional food system as a key way to overcome the above barriers to producing for the local market. In particular, a food hub to aggregate, pack, process, market and distribute local specialty crops would provide a vital piece of infrastructure to help actualize the local market opportunity, especially by offering contracts for locally-grown specialty crops.

SACOG's Agricultural Infrastructure project delves into the market case for developing a food hub in the Sacramento Valley. The project provides an overview of market drivers and trends pointing towards more local consumption, as well as how a food hub facility can help complement existing agricultural infrastructure by filling a key distribution gap. Furthermore, the project describes a detailed conceptual design, cost estimate, and operational and financial plan for the facility with value-adding processing capacity.

Financial analysis conducted by the project team shows this food hub facility and model to be a feasible business operation in the region. The project's pro forma analysis provides costs and revenue of the operation through time. Initially, the facility requires a cash investment of \$3.5 million and runs at a financial loss in the first years of operation as the facility establishes market share (graphic below), highlighting the risk involved in the startup. The project's phasing not only helps to spread risk, but also to build market relationships and supplier networks slowly through time. Once the food hub expands from an incubation stage to reach adequate scale, it becomes cash positive by the end of the fourth year, rising to a nearly \$2 million positive annual net cash flow by the tenth year of operation. Over the course of the pro forma, the facility gives a nearly 25 percent Internal Rate of Return (IRR).³²

Phasing of Food Hub Facility



³² Applied Development Economics, Foodpro Inc., The Hatamiya Group and DH Consulting, "Comprehensive Food Hub Pro Forma," July 25, 2014 edition.

The case study's review of Yuba County's agriculture sector highlights numerous assets that would support and enhance the competitiveness of a potential local food hub. First, agriculture in the county benefits from an enviable water supply and productive soils needed for the high value but water intensive specialty crops that supply the facility. As drought conditions continue to extend throughout the state, the county's relative edge in water cost and stability in particular will likely serve as a further competitive advantage for the type of agricultural production serving a local food hub facility. Recent direction by the County and other stakeholders—such as convening young farmers interested in niche markets, updating agricultural zoning codes, and advancing policy preserving long-term agriculture—can also help showcase to potential agriculture infrastructure investors a stable and supportive environment for long-term capital appreciation.

Finally, farmers in Yuba County can likely respond more smoothly to the food hub's proposed business model. Based on an extensive review of existing capacity in the region, the overall Agricultural Infrastructure project recommends the food hub's initial focus to create a supply channel for large-scale buyers primarily, including existing fresh produce distributors and wholesalers, and institutions such as schools and hospitals. This model both fills a major gap in the existing distribution system and performs well on financial feasibility testing, but also operates on wholesale prices. As the Agricultural Infrastructure project team notes, this price point thus relies on the participation of large growers to provide the product volumes necessary to achieve economies of scale. Overall this business model fits well in Yuba County's agriculture sector, where large-scale growers can dedicate a portion of their existing production to a food hub at cost-competitive pricing and where smaller growers already targeting local markets can have another market channel. Growers that can efficiently capitalize to new crops can also use the hub as a diversified market outlet. And as the food hub reaches scale it also includes service to help smaller growers increase their capacity to grow for the regional market. As such, the food hub business model offers opportunities for large scale exporters to diversify production and tap into a new market, while also serving as a possible outlet for efforts such as the North Yuba Grown group.

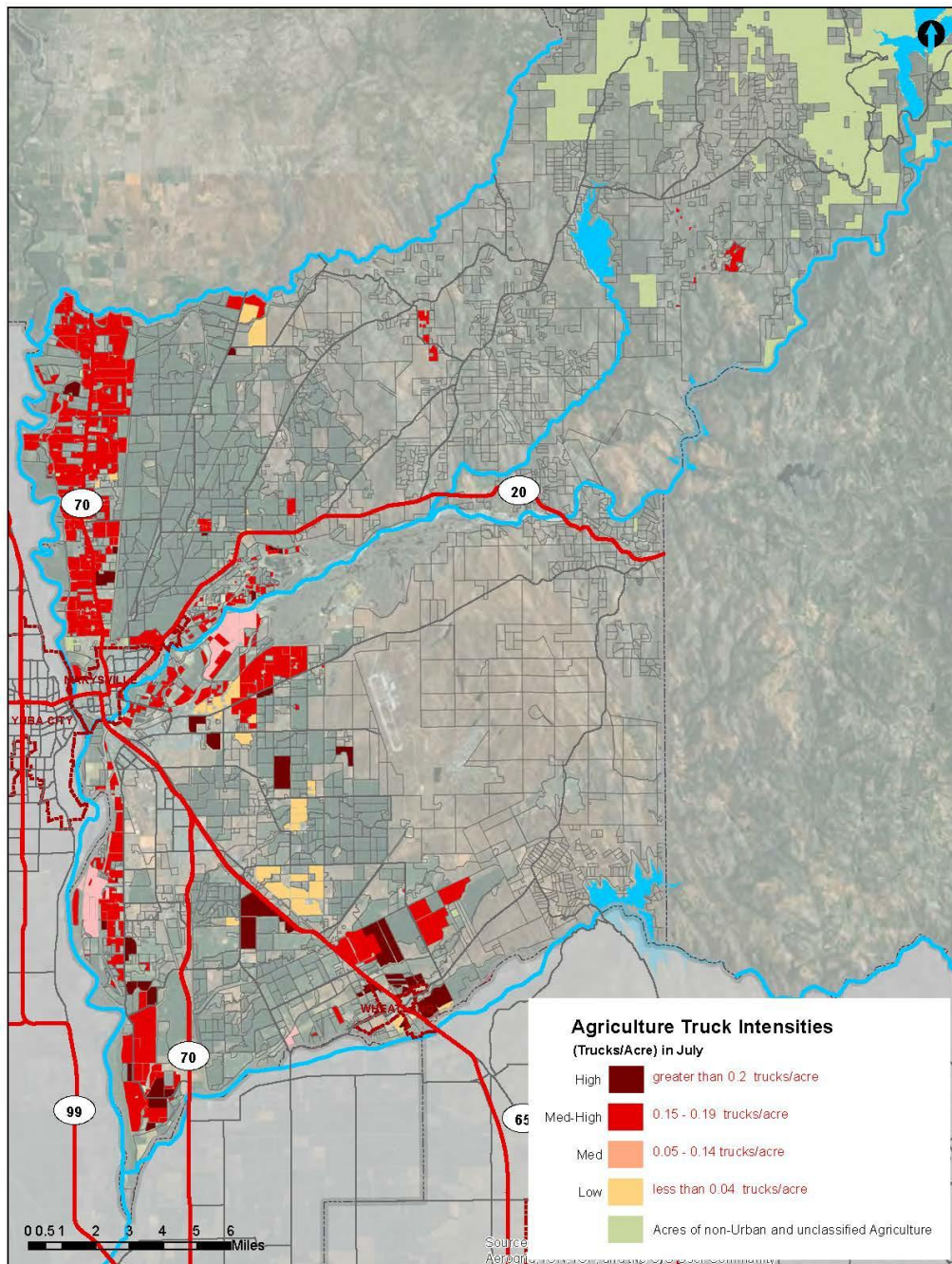
INFRASTRUCTURE SUPPORTING COMMODITY AGRICULTURE

In addition to the above food hub model targeting the local market, the project team also delved into agricultural infrastructure serving the county's mainstay commodity production. First, the team customized a possible food hub model in the county that both supplies fresh specialty crops to the local market but also employs a glazing processing line that adds value to walnuts, the county's top commodity crop by value. This processing function could capture more of the total food system value chain within Yuba County, resulting in additional local economic output and jobs. Overall, this alternative food hub model in Yuba County appears to be financially feasible, as described in this case study's technical appendix *Yuba County Alternative Food Hub Model*.

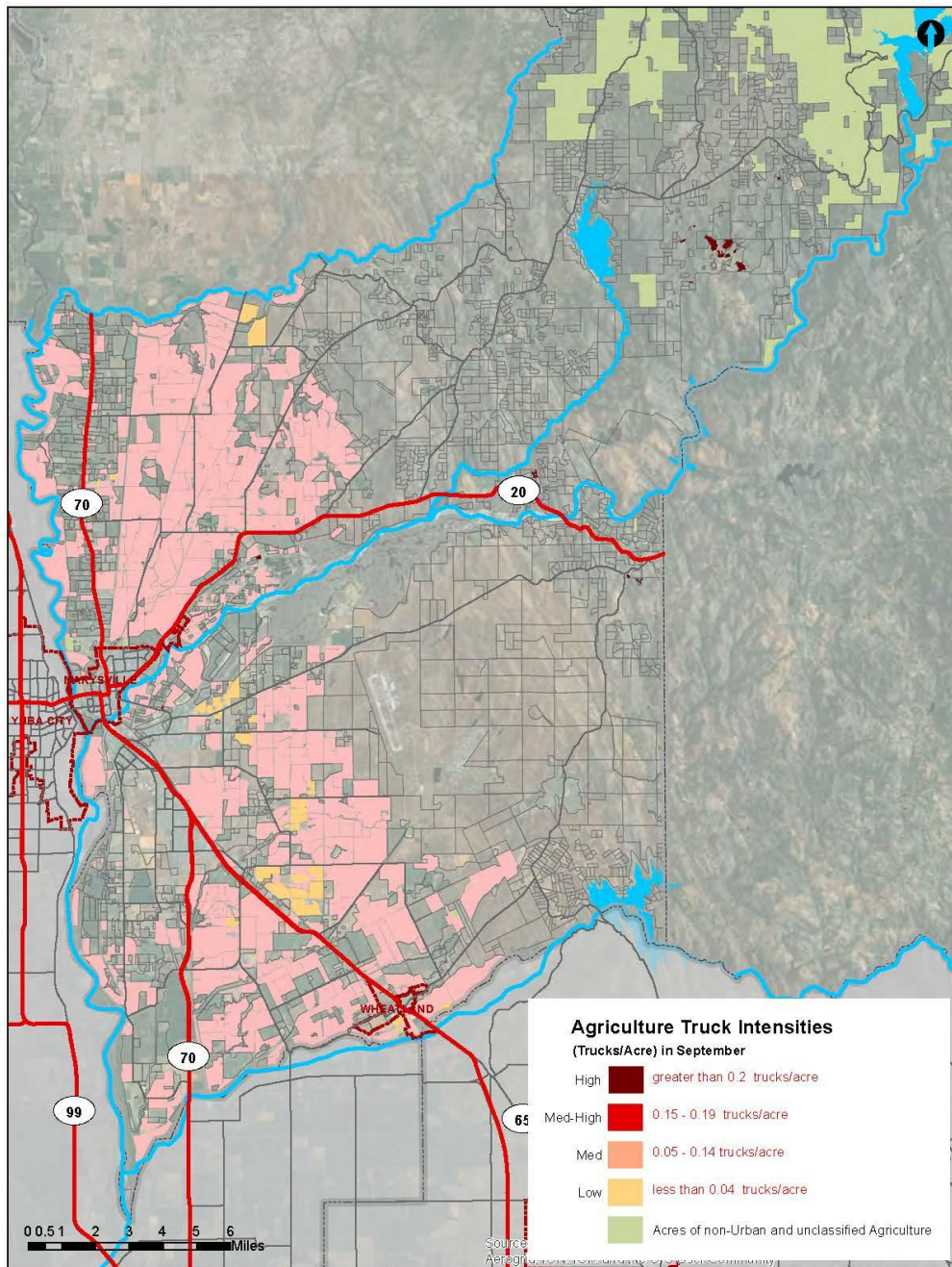
The project's infrastructure review also drew on recent RUCS work highlighting the importance of rural transportation infrastructure maintenance and operating efficiencies. The nearly \$2 billion worth of direct farmgate value produced in the region travels over rural roads to packing, shipping or consumption points. Yet without an adequate rural transportation system this phenomenal agriculture output can't reach consumption markets. One relevant and important example is rice harvested in Yuba County must be trucked to the Port of West Sacramento to be shipped to markets abroad.

Maintaining the transportation system can be a major burden in rural areas which account for 48 percent of the road miles in the region, but only 13 percent of the population. In many instances, rural roads near or between residential neighborhoods and employment centers become ad hoc commuter routes creating a need for more intense maintenance in areas where resources are already limited. Heavy truck traffic can also take a serious toll on the surface conditions of rural roads that serve as connectors between fields, processing centers and markets.

Typical Agriculture Truck Intensities in July



Typical Agriculture Truck Intensities in September



The above maps show the average number of truck trips generated by acres of agriculture production at two different times in the year as different crops are harvested and sent to market. Maintaining the capacity of rural farm to market infrastructure is critical to the success of the agriculture sector, yet rural areas can face challenges balancing commuter, goods movement and heavy truck traffic on nearly half of the region's total lane miles.

AGRICULTURE SCENARIOS

The first section of this report described the current state of agriculture in Yuba County, including the role of commodity production and the emerging local market potential. Yet as market forces, policy direction and environmental conditions continue to shift, so too will agriculture in the county to remain a strong element of the county's economy. Using a recently updated RUCS crop modeling platform and fiscal impacts model, this section provides economic and fiscal metrics of various future cropping patterns that reflect changes in market demand, cost of production and management objectives for working lands.

The range of agricultural scenarios include cropping patterns that serve a potential food hub, as well as patterns that reflect other market dynamics that may impact cropping patterns. The scenarios are compared on metrics such as revenue, return on investment, water consumption and labor use. The scenarios evaluate potential changes in comparison to existing cropping patterns.

Each of these agriculture scenarios is also evaluated in the context of urbanization. Changing land use in the county will influence not only the acres available to agricultural production—and thus the economic output of the county's agriculture sector—but also the County's fiscal costs of servicing various forms of development. The fiscal component of the scenario analysis compares additional infrastructure cost and operations and maintenance to current County finances, also set to a base year of 2012. The section first looks at the various agriculture scenarios and then turns to effects of urbanization and land use decisions.

METHODOLOGY

Agricultural scenarios were built for comparison with today's cropping pattern—the base case—in order to illustrate the range of economic and natural resource impacts. The scenarios can also be compared to each other to determine favorable (or not so favorable) futures for the county's agriculture industry. Constructing these scenarios relied on two primary data components: SACOG's field-level crop map and costs and return data for each crop.

The base case was constructed with SACOG's GIS-based crop map updated with 2012 Pesticide Use Report data from the California Department of Pesticide Regulation. California's pesticide reporting program is internationally recognized as one of the most comprehensive, thereby creating an incredibly detailed database of cropping patterns. These parcel-level crop data are underpinned with cost and return data collected and published by the University of California Cooperative Extension (UCCE), which provide costs assumed by growers to establish and produce a given crop as well as the returns gained from their sales. These cost and return data, updated to the most recent figures for this case study, are broken down to line item quantities and prices, allowing detailed analysis of factors such as water consumption and labor demand. When aggregated to the county level, the combination of these crop and economic data provides a powerful and comprehensive snapshot of the agricultural industry's contribution to Yuba County's economy and resource use.

The scenario analysis tool uses per-acre quantity and cost data for production inputs including: water, labor, chemical, fuel, irrigation, etc., as well as operating costs, overhead costs, and establishment costs. These data are multiplied by acreage of a given crop in a scenario and then summed to create county-level scenario indicators of demand for production inputs. Yield and price data are used to determine revenue from production and when compared to cost, provide net revenue and return on investment. For example, if the 4,268 of current peach

production increases to 7,000 acres, the model provides a comparison of inputs, outputs and values of today's peach production to that of the future expanded production

Several “dials” were installed in the analysis tool. These dials adjust factors such as establishment costs (modeled in phases including: newly established, producing but still repaying establishment loans, and fully established with loans repaid), land costs, water costs, labor costs, and production yield. These dials allow for analyses to show the variance in costs and returns when, for example, there is outright land ownership versus ongoing land costs, orchards or vineyards are maturity versus first established, there is readily available water versus supply shortages, etc.

SCENARIOS

Scenarios allow comparison between specialty crop production and a range of potential competing uses. Scenario comparison is a powerful tool to test thresholds or “boundary conditions”—economically, environmentally, socially, et cetera. Each scenario estimates the county-wide effects of different crop mixes. Of course, there are many factors affecting cropping patterns that were not considered in this exercise (e.g., market saturation or lack thereof affecting demand and prices). The study only tests high and low extremes for various factors, but offers a starting point from which more refined scenarios can be crafted to test conditions based on assumptions or forecasts of future market conditions. Furthermore, the work reveals general cause and effect conditions that may be helpful in building strategies that capitalize on potential agricultural economic development. The information produced by these scenarios is intended to help decision makers—growers, land owners, policy makers—understand opportunities and challenges from changes in market conditions, cropping patterns and land use decisions. The scenarios described below are not prescriptive—they do not tell what should be grown—and are just a small subset of possible scenarios that could be analyzed. Rather, these scenarios use data to define a spectrum of effects that could be expected from a variety of crop mixes.

Base Case: The base case represents the current cropping patterns as described above and is the baseline against which the specialty crop and various scenarios are compared using indicators noted earlier. Crops currently being grown are represented in the table below, grouped by crop category.

Crops by Crop Category

<u>Forage</u>	<u>Fruits</u>	<u>Fruit Trees</u>	<u>Grains</u>	<u>Orchards</u>	<u>Vegetables</u>	<u>Other</u>
Alfalfa	Blueberries	Cherries	Rice	Almonds	Asparagus	Dried Beans
Silage Corn	Melons	Mandarins	Wheat	Olives	Broccoli	Safflower
Silage Grain	Raspberries	Fresh Peaches		Walnuts	Celery	Sunflower
Oat Hay	Strawberries	Processing Peaches			Eggplant	
Pasture	Wine Grapes	Pears			Iceberg Lettuce	
Silage Sorghum		Prunes			Romaine Lettuce	
					Onions	
					Fresh Peppers	
					Processing	
					Peppers	
					Squash	
					Fresh Tomatoes	

High Revenue: This scenario represents a crop mix that returns the highest revenue to growers while maintaining a diversity of crops across general crop types (vegetables, fruits, orchards, fruit trees, grains, forage and other). Rather than assigning every field with the single highest revenue crop, the highest-return crops within each crop category were assigned to the existing acreage for that category. For example, raspberries return the highest revenue per acre of all fruit crops grown in Yuba County—including strawberries, melons, grapes and blueberries—in total covering approximately 500 acres. Those 500 acres were converted to raspberries in this scenario to test the upper limit of revenue for that crop category. While this scenario does not maximize revenue to its fullest, it provides more realistic and useful information by showing the effects of converting crops to the highest returner within a crop category.

<u>Crop Category</u>	<u>Crop</u>	<u>Gross Revenue per Acre</u>
Forage	Corn for Silage	\$1,440
Fruits	Raspberries	\$75,000
Fruit Trees	Mandarins	\$28,467
Grains	Rice	\$1,547
Orchards	Walnuts	\$7,200
Vegetables	Tomatoes for Fresh Market	\$64,200
Other	Sunflower	\$1,360

Low Revenue: Similar to the High Revenue scenario, this scenario estimates an extreme condition but at the lowest end of revenue to growers. It assigns the lowest valued crop to each crop category, again maintaining the same agricultural diversity as current conditions at the broad category level.

<u>Crop Category</u>	<u>Crop</u>	<u>Gross Revenue per Acre</u>
Forage	Oat Hay	\$375
Fruits	Wine Grapes	\$4,800
Fruit Trees	Pears	\$4,567
Grains	Wheat	\$950
Orchards	Olives	\$3,600
Vegetables	Onions	\$3,024
Other	Safflower	\$363

High Return on Investment (ROI): Slightly different from the High Revenue scenario, the Return on Investment scenario takes into account the costs of production for the crops grown as well as the revenue (revenue is exclusively the returns from selling products). Using the ratio of net returns to costs, ROI is a standard way to measure profits compared to costs. This scenario represents a crop mix with the highest ROI across the six general crop categories. In tandem with the High Revenue scenario, we can see which crops not only perform well in terms of absolute revenue, but also which will be best at keeping farmers viable, or “in the black”.

<u>Crop Category</u>	<u>Crop</u>	<u>Return on Investment</u>
Forage	Grain for Silage	62%
Fruits	Melons	165%
Fruit Trees	Mandarins	17%
Grains	Wheat	13%
Orchards	Walnuts	74%
Vegetables	Peppers – Fresh	54%
Other	Sunflower	85%

High Water Use: Current drought conditions in California make water use an important metric with which to examine cropping patterns. To evaluate water use, per acre water demand was gleaned from UC Cooperative Extension's Cost & Return studies for each crop. Some of these data were collected in regions outside of the Sacramento Valley (e.g. lettuce grown on the Central Coast of California) and will vary for crops grown in Yuba County; however, they provide a vetted basis of comparison from which to start conversations about water use. Furthermore, to be conservative with water use assumptions for crops typically grown on the cooler and damp Central Coast, water demand was increased by 10% from the base data provided in UCCE's cost and return studies. This scenario assigns all acres within a crop category to the crop with the highest per acre water demand—for example, grain acreage assigned as rice; forage acreage assigned as silage corn.

<u>Crop Category</u>	<u>Crop</u>	<u>Water Demand (Ac-Ft/Ac)</u>
Forage	Corn for Silage	4.0
Fruits	Blueberries	3.0
Fruit Trees	Peaches for Fresh Market	3.7
Grains	Rice	4.1
Orchards	Walnuts	3.5
Vegetables	Eggplant	3.3
Other	Beans – Common Dried	2.5

Low Water Use: The Low Water Use scenario frames the lower limit of water use while still maintaining the crop mix across general categories. It is not the bare minimum of water that could be used to produce crops in the county—in which case the entire county would be in dryland oat hay or rangeland—but a scenario that assigns low water crops to each crop category.

<u>Crop Category</u>	<u>Crop</u>	<u>Water Demand (Ac-Ft/Ac)</u>
Forage	Oat Hay	0
Fruits	Wine Grapes	1.5
Fruit Trees	Cherries	2.5
Grains	Wheat	1.7
Orchards	Olives	3.0
Vegetables	Lettuce – Iceberg	1.4
Other	Safflower	0.5

High Labor: The agriculture industry relies heavily on labor to work machinery, manage fields, and harvest crops; however, a survey of agriculture labor has shown shortages in the labor supply in the recent years (SACOG Agricultural Labor Study, 2014). With growers facing challenges to recruit and retain agricultural labor, labor demand is an important metric to take into consideration when comparing scenarios. This scenario represents a crop mix that maximizes labor demand, as specified in the UCCE cost and return studies, across Yuba County, again maintaining the general crop category and distribution.

<u>Crop Category</u>	<u>Crop</u>	<u>Labor (Hours per Acre)</u>
Forage	Alfalfa	6.19
Fruits	Blueberry	2,138.02
Fruit Trees	Mandarins	786.06
Grains	Rice	4.99

Orchards	Olives	27.6
Vegetables	Tomatoes for Fresh Market	4619.16
Other	Beans – Common Dried	5.76

Low Labor: In contract to the High Labor scenario, this scenario minimizes the labor hours across general crop types to find a cropping pattern that represents lower demand of labor demand.

<u>Crop Category</u>	<u>Crop</u>	<u>Labor (Hours per Acre)</u>
Forage	Oat Hay	0.92
Fruits	Wine Grapes	68.05
Fruit Trees	Pears	35.13
Grains	Wheat	1.57
Orchards	Walnuts	7.28
Vegetables	Broccoli	9.56
Other	Safflower	2.68

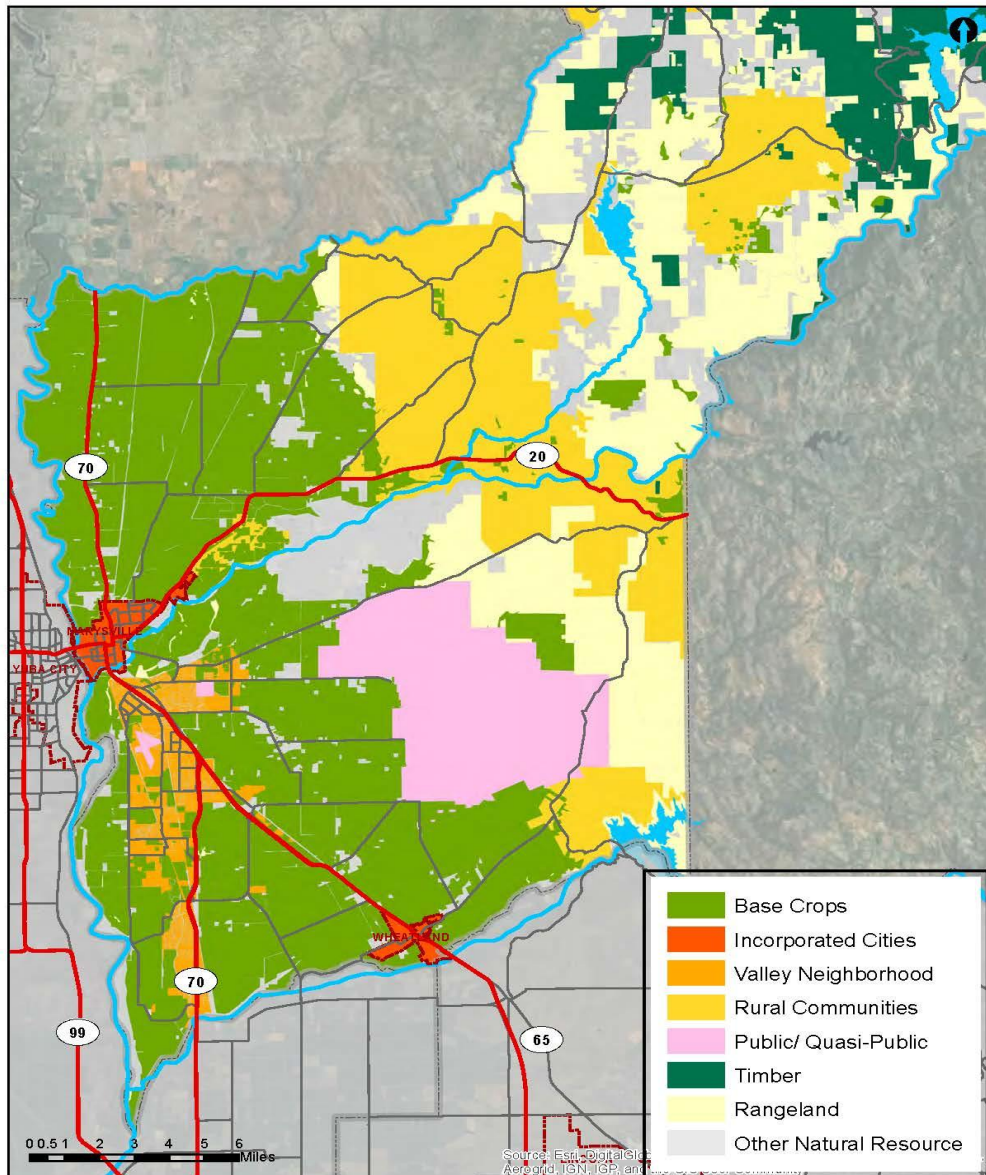
Local Consumption/Food Hub: This scenario is very similar to the Base Case but replaced 530 of its approximately 2,000 fallow acres with specialty crops that would be processed by the proposed food hub. The converted acres have access to irrigation from either surface water or ground water—easily accessed with Yuba County’s high water table—and have soil of suitable quality for growing vegetable crops. Fallow fields were assigned crop acres respective to the amount of crop that would be processed by the food hub. Crop acres were calculated using food hub demand and acres required to grow that amount of product. Fallow acres were used instead of replacing other crops to demonstrate that there is capacity within the county’s existing cropping patterns and agricultural infrastructure to grow for the food hub without compromising current operations.

Specialty Crops: This is the scenario that explored the impact of shifting entirely to specialty crops in Yuba County, rather than just enough specialty crop production to meet the demands of the food hub. Crop categories were not maintained when analyzing the potential of specialty crops in order to measure an unrestricted conversion away from commodity production, and further because two of the major crop types—grains and forage— are not specialty crops, along with animal products (e.g. meat, dairy, eggs), soybeans, crops used for oils (e.g. safflower, canola, sunflower), among others. Yuba County’s current crop acres were summed and divided among 26 specialty crops that are prominent in today’s market. Many of these specialty crops—walnuts and prunes, for example—are already grown in the county. Some of these specialty crops are grown elsewhere in the Sacramento Valley and would be viable given Yuba County’s similar climate, soil and water characteristics. Some of these specialty crops are currently grown in the Sacramento Valley but at smaller scales than large commercial operations in other regions—strawberries and lettuce on the Central Coast, for example. Acreage assigned to individual specialty crops took into account if they are or are not currently grown in Yuba County or the Sacramento Valley.

Specialty Crop Mix

Almonds	Broccoli	Iceberg Lettuce	Olives	Pears	Raspberries	Walnuts
Asparagus	Celery	Romaine Lettuce	Onions	Fresh Peppers	Squash	Wine Grapes
Dried Beans	Cherries	Mandarins	Fresh Peaches	Processing Peppers	Strawberries	
Blueberries	Eggplant	Melons	Processing Peaches	Prunes	Fresh Tomatoes	

Base Agriculture Acres



The agricultural scenarios model various cropping patterns on the same set of acres, set as the base crops in the above map.

AGRICULTURE SCENARIOS ANALYSIS

SUPPLYING THE LOCAL FOOD HUB

Modeling a local food hub scenario shows that a cropping pattern shift of 530 acres in Yuba County dedicated to specialty crop production would provide sufficient supply to serve a prototypical food hub. This scenario shows that not only would this food hub provide a positive return on investment for the hub operator, but also for growers providing the supply of specialty crop to the hub. To measure grower profitability from supplying the hub, the project team compared the estimated contract prices³³ provided by the food hub to the costs to produce the crop.³⁴ The analysis shows that overall, growers supplying a single local food hub would share in annual profits of \$2.4 million.³⁵ However, current cost of production data suggest that, at wholesale prices, local farmers would not turn a profit growing certain individual crops for a food hub, such as lettuce or squash.³⁶

In aggregate, supplying specialty crops for a single food hub would increase the direct farmgate value of Yuba County's agriculture sector by 2.5 percent compared to the base case. While a 2.5 percent gain may seem small, it derives from a change in only 0.48 percent of the base crop acres. This gain demonstrates the powerful economic potential of specialty crops.

Finally, the regional food hub facility would provide an increase of fresh and locally produced specialty crop fruits and vegetables in the local food system. The hub could feed the full fruit and vegetable consumption levels of 13,165 people; more likely however the hub would meet only a portion of consumers' total specialty crop demand. For example, the hub could provide a quarter of annual fruit and vegetable consumption to 52,600 people or ten percent of demand to 131,000 individuals.

Scenario Comparison: Local Food Hub to the Base Case

	Base Case	Local Food Hub
Annual Ag Value	\$360,174,281	\$368,495,155
% Change in Ag Value	--	2.5%
Average Ag ROI	26%	25%

³³ The estimated food hub contract prices per pound come from the SACOG's detailed pro forma analysis. The pro forma assumes the hub sells product at wholesale prices so buys for less than wholesale, thus representing a conservative take on prices. See Applied Development Economics, Foodpro Inc., The Hatamiya Group and DH Consulting, "Comprehensive Food Hub Pro Forma."

³⁴ Growers' costs to produce come from UC Cooperative Extension Cost and Return studies.

³⁵ Based on a crop throughput of blueberries, broccoli, celery, iceberg and romaine lettuce, onions, peaches, pears, peppers, raspberries, squash and strawberries. The analysis excluded tomatoes due to the discrepancy between processing and fresh market methods of production.

³⁶ The crops where production costs exceed estimated hub price are eggplant, lettuce (both iceberg and romaine) and squash. The analysis used data from the UC Cooperative Extension where some crops' cost of production were studied in different regions with different growing conditions, such as broccoli, lettuce and celery on the Central Coast. To make these data more applicable to the Sacramento Valley, yield was reduced by 10% and water use was increased by 10%. Updated cost of production data for leafy greens in the Central Valley would provide a clearer picture of the financial feasibility of these crops.

MAXIMIZING REVENUE OR RETURN

To compare specialty crop production in Yuba County to competing uses, the case study analyzed other various cropping patterns testing economic metrics such as gross revenue or return on investment. This comparison helps emphasize the economic potential of specialty crop production in the county.

The high and low-revenue scenarios help frame the economic potential of the county's existing agriculture land within its current major cropping categories. As described in the methodology section, the high-revenue scenario models a shift in production patterns to provide the largest gross revenue to the county's overall farm sector respecting the current distribution by crop type of forage, grain, vegetables, fruit, nuts, fruit orchards and other. This possible agriculture future increases the county's annual farmgate value by two-thirds over the base case value of \$350 million to an annual output of \$591 million. Conversely, the low-revenue scenario produces an annual agriculture sector value of \$213 million, a loss of forty percent of the base case crop value.

For comparison, the specialty crop scenario models a cropping pattern in Yuba County consisting entirely of specialty crops. The specialty crop scenario returns a remarkable \$1.8 billion in total agriculture output. The scenario could meet the fruit and vegetable demand of 3.5 million people and supply 200 food hub facilities, underscoring the substantial market opportunities in specialty crop production. The scenario also shows the capacity for continued growth in the overall output of the county's agricultural-based economy through a shift to specialty crop production.

Gross Agriculture Value and Return on Investment by Selected Scenarios

	Base Case	High Revenue	Low Revenue	High ROI	Specialty Crop	Low Labor
Annual Ag Value	\$360,174,281	\$591,842,338	\$213,018,538	\$516,796,080	\$1,824,343,487	\$317,222,288
% Change in Ag Value	--	64%	-41%	43%	407%	-12%
Average Ag ROI	26%	29%	8%	43%	36%	41%

In addition to measuring annual agricultural value, which gauges the gross output of the sector by cropping pattern, the return on investment (ROI) indicator provides a metric of on-farm profitability or efficiency of investment. A comparison of scenarios using this metric illuminates alternative strategies growers can take to increase on-farm profitability.

One strategy to realize the high returns is for growers to shift to high value crops such as walnuts, mandarins, and melons. As discussed in the barriers section above, these crops require significant outlays during establishment and harvest, showing how high returns can sometimes depend on sizable upfront capital investments and reliance on personal equity or the means to secure credit.

Compared to the high revenue or high return scenarios, the low-labor scenario provides an alternative method to secure a favorable grower return on investment. Unlike the above, the low-labor scenario generates favorable return by shifting to crops that minimize workforce costs. At 41 percent return, the low-labor scenario provides the second highest grower return of any modeled scenario. The tradeoff, however, is in the overall agriculture value,

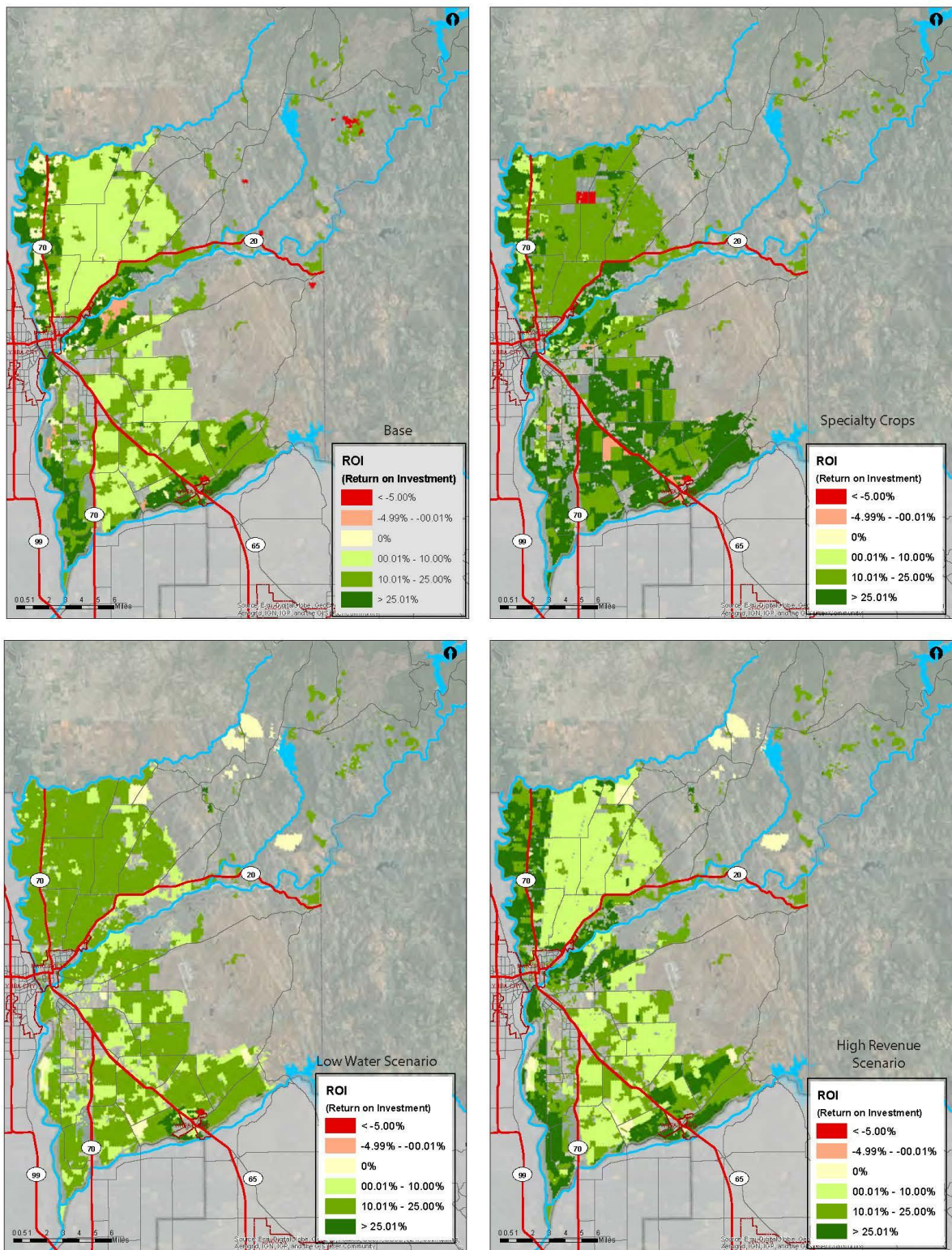
as the low-labor scenario's total output in dollars, at \$317 million, falls well short of the high return scenarios. Furthermore, this cropping pattern supports relatively little value-added processing and jobs related to agricultural production and does little to meet the increasing demand for locally grown food. This comparison demonstrates some important trade-offs to consider in determining which strategies the county and its farmers may want to pursue in the future, as well as which metrics to use in evaluating the agriculture sector: ROI and revenue must be considered in tandem to gauge both the cash flow and economic efficiency of the food system.

The maps on the following page further illustrate the link between cropping patterns and ROI. In the top left, the base case shows existing conditions in the county and serves as a point of reference for change. The specialty crop map shows a much wider dispersion of profitable crops. Indeed, the scenario overall provides a 36 percent return on average to local growers after capital investments are paid off and marketable yields achieved.

The third map—low water (see table below)—provides a more even distribution of returns compared to the base case but with a much lower overall ROI. The scenario also results in a total agriculture value less than the base case, emphasizing the link between water availability and economic vitality.

Finally, the high revenue map shows an overall return very similar to the base, with only small differences in the distribution of those returns. This suggests that strategies to enhance grower return or overall agriculture output may require much different cropping patterns than today, not just more valuable crops. The specialty crop scenario modeled above is an example of this cropping pattern shift.

Return on Investment by Cropping Pattern



ECONOMIC AND ENVIRONMENTAL TRADEOFFS: AG VALUE AND WATER CONSUMPTION

The specialty crop scenario referenced in the above section provides very significant gains in the value of agriculture in Yuba County and profitability of local growers. A look solely at economic indicators, however, masks important natural resource considerations in agriculture production. To showcase the environmental effects of different cropping patterns, the project team calculated water consumption by scenario. This variable helps illuminate an important finding of the scenario analysis, generally that higher-valued crops tend to also require greater water consumption, an important caveat particularly given the state's current drought. For example, while the high revenue scenario increases agriculture revenue over the base, it also raises water consumption by 35,128 acre-feet, an eight percent increase. To further make the point, a cropping pattern shift to low water crops cuts agriculture water use in half, but also reduces agriculture value by nearly \$73 million a year—a 20 percent drop.

A look at the high-water scenario helps illustrate the water intensity of the county's current cropping pattern. The high-water scenario only increases by about 10 percent the amount of water consumed compared to the base year.³⁷ While Yuba County is relatively water-rich compared to other agricultural areas of the state, this tradeoff can help inform future production decisions, especially if drought conditions persist.

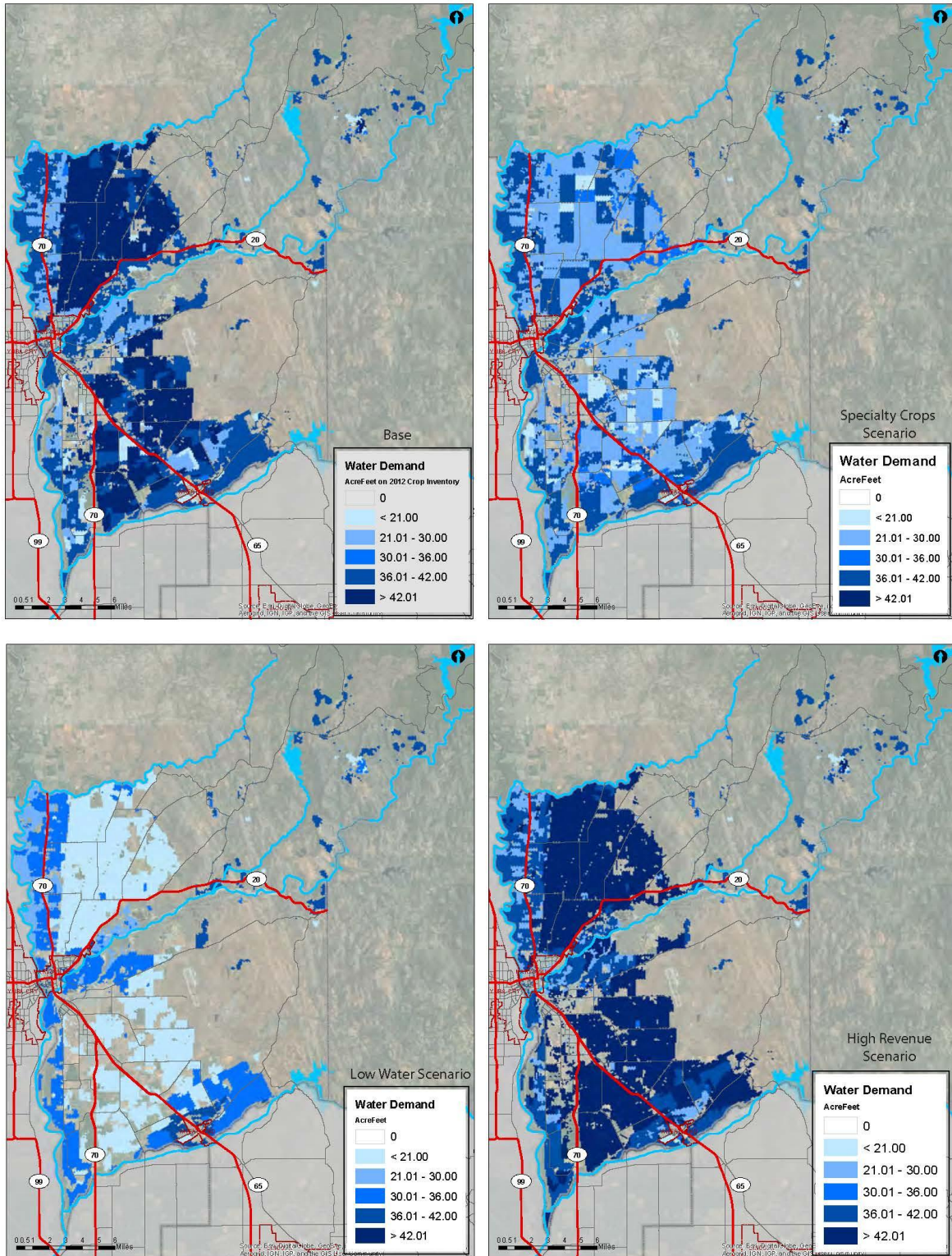
High and Low-Water Scenarios Compared to Base Case

	Base Case	Low H2O	High H2O	Specialty Crop
Annual Ag Value	\$360,174,281	\$283,246,111	\$434,938,759	\$1,824,343,487
% Change Ag Value	--	-21%	21%	407%
Average Ag ROI	26%	13%	24%	36%
Ag H2O (acre-ft)	417,671	190,866	461,272	339,940
% Change H2O	--	-54%	10%	-23%

Finally, the maps on the following page help illustrate an important advantage of specialty crop production in the county. The base scenario map shows the current high water use of the sector. Likewise, the high revenue scenario mimics a cropping pattern also demanding a high degree of water availability. In contrast, at about 340,000 acre feet, the specialty crop scenario actually uses less water than these scenarios while providing the positive economic indicators as discussed above.

³⁷ With nearly 50,000 acres, rice is the county's largest crop by acreage and is also one of the most water-intensive.

Water Demand by Cropping Pattern



LABOR DEMAND

In addition to economic indicators and agricultural water consumption, the project team estimated the annual labor demand of different cropping patterns as the Sacramento region has faced challenges recruiting and retaining agriculture labor in the last decade. The region's agriculture industry relies on workers to tend fields and harvest crops, so labor demand is an important metric on which to measure potential scenarios. Furthermore, there are significant infrastructure demands to take into consideration as the agricultural workforce grows, such as housing, transportation, education, health facilities, et cetera.

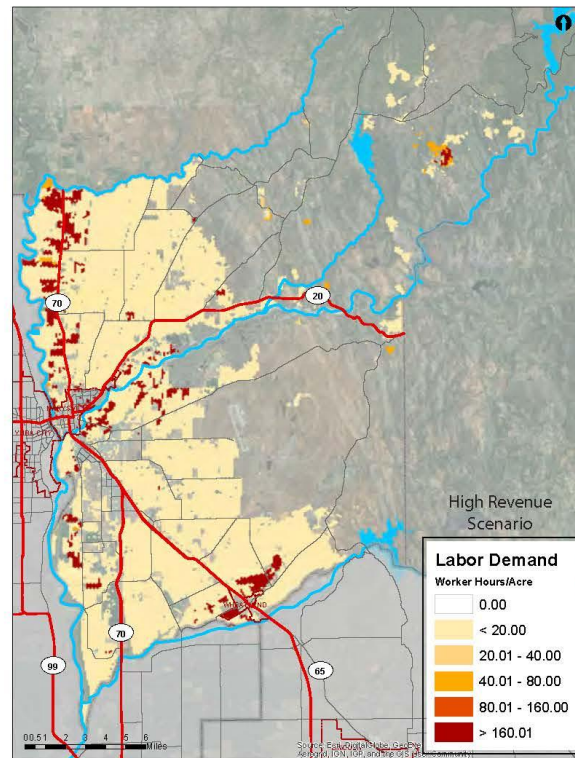
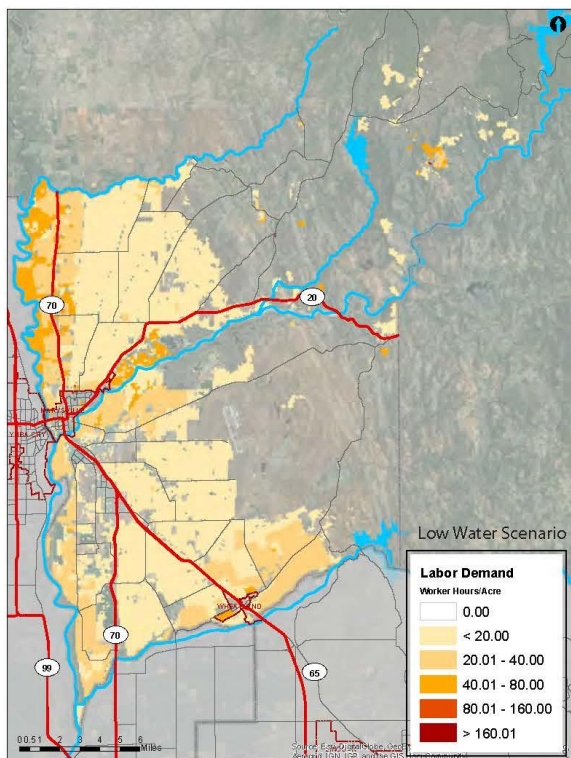
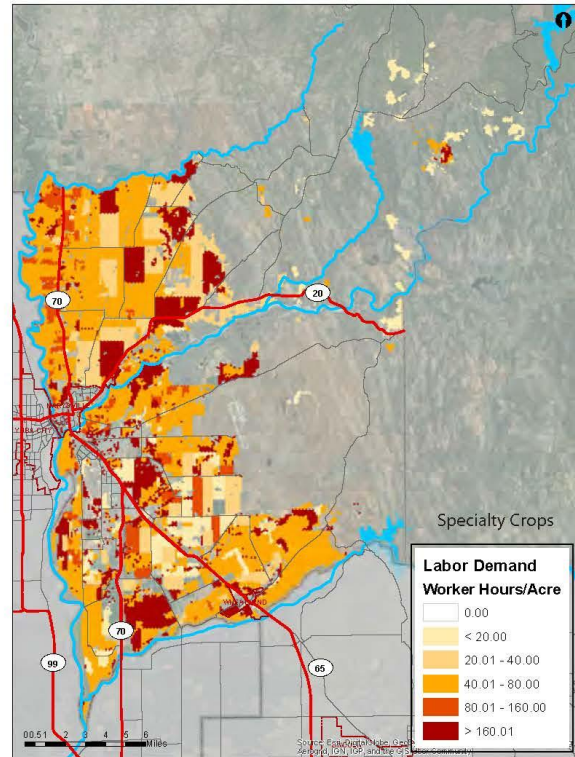
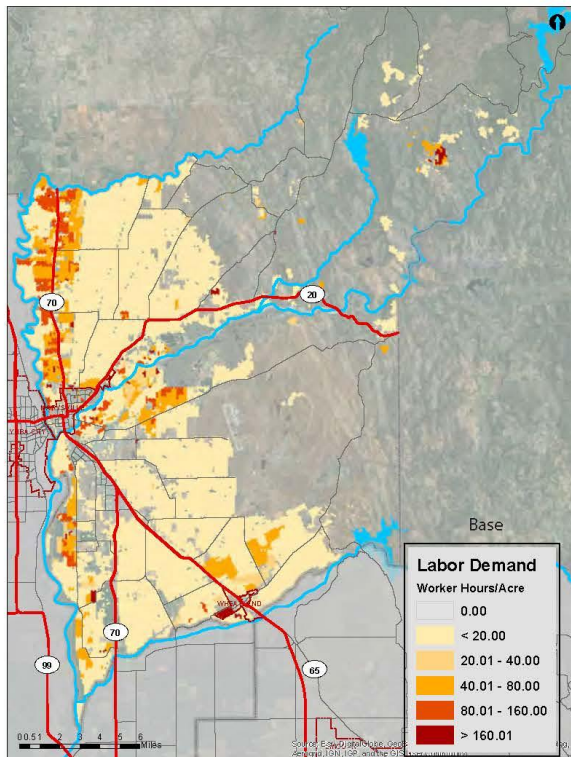
Labor Demand of Selected Scenarios

	Base Case	High Labor	Low Labor	Specialty Crop	High Revenue
Annual Ag Value	\$360,174,281	\$458,447,698	\$317,222,288	\$1,824,343,487	\$591,842,338
% Change in Ag Value	--	27%	-12%	407%	64%
Average Ag ROI	26%	11%	41%	36%	29%
Ag Labor (hrs)	2,606,789	9,845,138	595,999	32,022,547	8,253,271
% Change in Labor	--	278%	-77%	1128%	217%
Ag H2O (acre-ft)	417,671	371,247	205,757	339,940	452,799
% Change in H2O	--	-11%	-54%	-19%	8%

The high and low-labor demand scenarios show a distinct correlation between high labor demand and high revenue; in other words, crops that require more labor hours tend to be higher value crops. (As noted earlier, these higher value crops also tend to require high amounts of water.) The high labor scenario almost quadruples labor demand (378%) compared to the base case, whereas it only increases labor demand by one-fifth (20%) relative to the high revenue scenario. The high labor scenario also generates revenue almost 30% higher than the base case. However, as referenced above, cropping patterns with low labor demand may be an alternative strategy for increasing return on investment, but not revenue. Labor is often one of the most costly line items on growers' budgets and many crops with low labor demand have mechanized production practices to increase efficiency, resulting in a higher ROI.

As the maps on the following page show, specialty crops are particularly labor intensive: the ten most labor intensive crops are specialty crops and the ten least labor intensive crops are commodity crops. So while the specialty crop scenario would provide higher economic returns with lower water consumption in Yuba County, it would also have to be linked with farm labor housing and services to support and attract an adequate supply of agriculture workers.

Labor Demand by Cropping Pattern



In short, comparing possible future specialty crop production side-by-side with the base case and other possible competing use shows opportunities and trade-offs across economic, water and labor metrics. The specialty crop scenario generates the highest gross revenue by far of any scenario as well as a high return on investment. And compared to the water-intensive base, the scenario would in fact decrease agriculture water consumption in Yuba County. However, the specialty crop scenario would require a significant influx of agriculture labor. While this demand would support numerous food chain jobs, it also raises challenges in a system already facing a constricted labor supply. The matrix below captures these tradeoffs for the case study's specialty crop scenario compared to the base case and other uses.

Summary of Agriculture Scenarios

Indicators	Scenarios									
	Base Case	Local Food Hub	High ROI	High Revenue	Low Revenue	High Water	Low Water	High Labor	Low Labor	Specialty Crop
Overall Agriculture Output (In \$ millions)	360	368	516	591	213	434	283	458	317	1,824
Labor (millions of hours)	2.6	2.9	6.1	8.2	1.2	4.3	1.4	10	0.6	32
Water (thousands of acre-feet)	417	418	246	452	191	461	190	371	205	339
Return on Investment (%)	26	25	43	29	8	24	13	11	41	36

URBANIZATION SCENARIOS

In addition to changes in market demand and costs of production tested in the agricultural scenarios, local land use decisions will affect the future of agriculture in Yuba County. In the past decade, the population of Yuba County grew by over 15 percent and growth is expected to continue in the future, adding perhaps between 75,000 and 100,000 people in the unincorporated portions of the county by 2030.³⁸ The County's General Plan notes how most of the recent growth has occurred in unincorporated areas of the valley floor; indeed, today three-quarters of the county's population reside in these unincorporated areas.³⁹ Yet while the county's valley floor has been the center of most of the current and planned development in the county, the above base agricultural acreage map shows how it is also the site of existing agriculture production.

Yuba County's 2030 General Plan includes policies and actions to balance the need for development with the need to preserve the county's agricultural economic base and rural heritage. Overall, the Plan establishes long-term agricultural areas within valley portions of the unincorporated County that preserve valuable farmland, while also establishing areas for new jobs and new residents. This section first shows the gross revenue benefits to the county's agriculture sector from this policy direction and then turns to the fiscal savings of agriculture preservation.

AGRICULTURE PRESERVATION

Yuba County's 2030 General Plan re-designates nearly 5,000 acres from future development to agriculture use (including grazing) compared to the 1996 General Plan.⁴⁰ In addition to this direct conservation, the project team estimates land use policies of the County's 2030 General Plan can preserve an additional 5,000 acres by the implementation of a Valley Growth Boundary that focuses future development within its limits and minimizes growth outside it.⁴¹ This new framework changes significantly the land use trajectory of the last twenty years, in which the California Department of Conservation estimated a loss of agricultural land in Yuba County at a rate of 750 acres per year.⁴² In effect, this policy direction balances urban development with agriculture preservation, providing areas for new jobs and housing while also employing a tool to establish long-term agricultural areas in the valley floor.

³⁸ U.S. Census Bureau, for period 2002-2012. Yuba County General Plan for estimated growth rates.

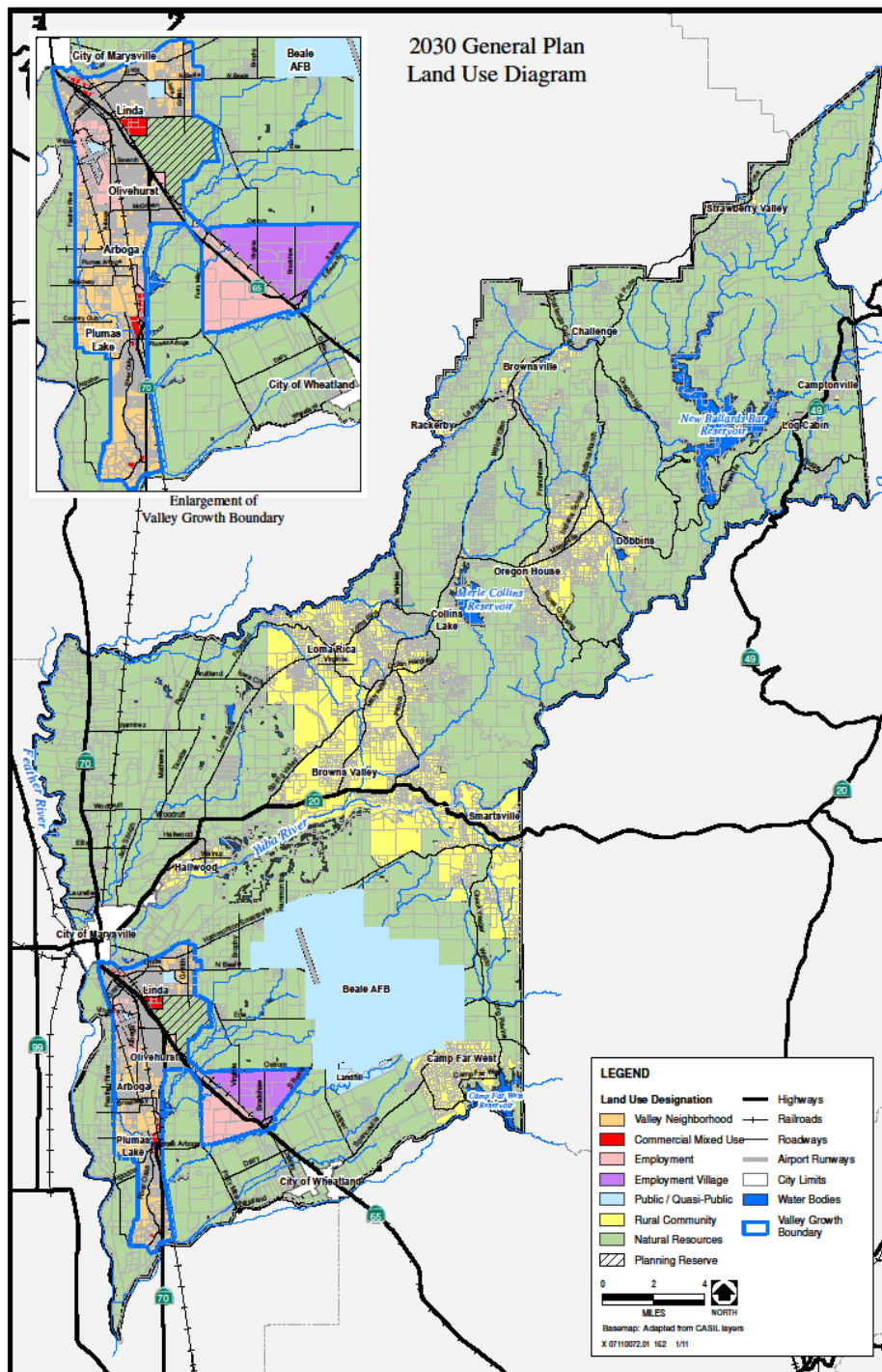
³⁹ Yuba County General Plan, Vision-2

⁴⁰ Yuba County General Plan Updated, "2030 General Plan Environmental Impact Report: Section 5- Alternative."

⁴¹ The analysis compares the converted agriculture acreage in the 2030 General Plan to an alternative scenario that maintains the agricultural conversion rate of the prior twenty years.

⁴² 2030 General Plan Environmental Impact Report Table 4.2-1.

Yuba County 2030 General Plan Land Use Designations



Source: Yuba County 2030 General Plan

This agriculture preservation saves significant value in the local agricultural sector and provides the opportunity for future cropping patterns and management strategies to further increase gross agricultural output. The study's crop modeling platform has estimated the following economic returns per acre of agriculture in Yuba County.

Yearly Per Acre Costs & Returns per Acre of Agriculture

	Annual Agricultural Revenue	Annual Agricultural Costs	Annual Farmer Net Revenue	On-Farm Jobs	Off-Farm Jobs*
Existing Crop Mix	\$3,176	\$2,526	\$651	0.01	0.01
<i>Possible Future Agricultural Uses:</i>					
Grains	\$1,097	\$938	\$159	0.002	0.002
Orchards	\$5,459	\$4,182	\$1,277	0.013	0.015
Fruits & Vegetables	\$34,528	\$26,773	\$7,755	0.494	0.563
*Off-Farm jobs calculated by an employment multiplier of 2.2. Source: University of California Agriculture and Natural Resources, 2012.					

When viewed on a 10,000-acres scale as preserved by the Valley Growth Boundary, these economic gains of agriculture preservation are significant.

Estimated Annual Agricultural Value Preserved by Yuba County 2030 General Plan

	Annual Agricultural Revenue	Annual Agricultural Costs	Annual Farmer Net Revenue	On-Farm Jobs	Off-Farm Jobs*
Existing Crop Mix	\$31,750,000	\$25,250,000	\$6,500,000	115	135
<i>Possible Future Agricultural Uses:</i>					
Grains	\$11,000,000	\$9,400,000	\$1,600,000	15	20
Orchards	\$54,600,000	\$41,900,000	\$12,700,000	135	160
Fruits & Vegetables	\$345,300,000	\$267,800,000	\$77,500,000	4,900	5,900
*Off-Farm jobs calculated by an employment multiplier of 2.2. Source: University of California Agriculture and Natural Resources, 2012.					

In addition to the economic benefit of its growth policy, the county earns fiscal benefits from agriculture preservation. A national review of the fiscal costs of land use (call out box below) found that converting agricultural land into urban development tends to lead to a net fiscal loss to local government finances. Scenario analysis by the project team found this national trend to hold in Yuba County as well. Using SACOG's fiscal impacts model, the project team estimated the capital infrastructure and ongoing operations and maintenance (O&M) costs of urbanizing agricultural land in Yuba County's valley floor. The following table shows the estimated annual costs and public sector revenue of converting valley agriculture to urban use at various scales of development. This analysis shows the costs the County may have likely encumbered to service new development on agricultural lands given the historical land use trajectory, and thus the avoided fiscal obligations as a result of concentrating new development within the growth boundary.

Yearly County Costs & Revenue from Urbanizing Valley Agriculture in Yuba County

	Public Capital Costs ⁴³	Annual O&M Costs	Total Costs	Revenue	Net Revenue
On 100 acres	\$1,101,267	\$423,469	\$1,524,736	\$346,844	-\$1,177,891
On 1,000 acres	\$5,860,526	\$4,138,052	\$9,998,578	\$3,468,440	-\$6,530,138
On 5,000 acres	\$27,125,021	\$20,529,314	\$47,654,335	\$17,342,201	-\$30,312,134
On 10,000 acres	\$53,736,606	\$41,115,481	\$94,852,087	\$34,684,401	-\$60,167,685

In short, Yuba County policy preserves a valuable asset by keeping prime farmland in agriculture and ensures future economic revenues from its agriculture industry, while minimizing costs and still providing for economic development opportunities and strong communities.

The technical appendix *Costs of Urbanizing Agriculture Land* explains the use of SACOG's fiscal model and explores in further depth the fiscal effects of varying land use decisions.

Fiscal Impacts of Land Use Decisions

To help better understand the fiscal impact of land use decisions, SACOG conducted a review of national case studies identifying infrastructure and services costs and revenues from agricultural land currently in production compared to costs and revenues related to urban residential development, documenting what local governments earn in revenue, owe in debt, and spend on services. This review of over 200 examples across the nation details the fiscal contribution of agricultural and other working lands. Key findings from this work include:

- Agriculture and working lands are fiscally positive land uses, generating more in local government revenue than they consume in services. Of the studied cases, agriculture cost only \$0.45 on average in services for every dollar generated in revenue.
- Urbanizing agricultural land requires not only significant upfront infrastructure investments, but also ongoing operations and maintenance expenditures, resulting in increased debt service levels and annual operating budgets.
- Converting rural working lands into urban land uses tends to transform a fiscal surplus into a drain on city or county finances. Land converted to residential use requires \$1.21 on average in local government expenditure per dollar of public revenue.

Sources: Matthew J Kotchen and Stacey L Schulte, "A Meta-Analysis of Cost of Community Service Studies." *International Regional Science Review*, Volume 32, Number 3. July 2009: 376-399; Farmland Information Center, "Fact Sheet: Cost of Community Service Studies." American Farmland Trust, August 2010; Smart Growth America, "Building Better Budgets: A National Examination of the Fiscal Benefits of Smart Growth." 2013; Roger Coupal, Donald McLeod and David Taylor, "The Fiscal Impacts of Rural Residential Development: An Econometric Analysis of the Costs of Community Services." *Planning and Markets*, Volume 5, Number 1, 2002.

⁴³ Capital costs amortized over 20 years. In the analysis public capital costs include major streets and street upgrades, water distribution and mains, water supply, treatment and storage, stormwater collection and detention, sewer trunk, collection and treatment, parks, and services such as police, fire, health and education. Developer costs include local streets, water laterals, stormwater laterals, and sewer laterals.

CONCLUSION: OPPORTUNITIES TO LEVERAGE AGRICULTURE AS ECONOMIC DEVELOPMENT

This case study conducted for Yuba County has shown the integral role that agriculture plays in the local economy and the potential for that role to increase. The study documents current conditions in the agricultural sector as well as the emerging economic opportunity of local food sourcing. Through scenario analysis the second section of the study compared specialty crop production with competing possible futures, noting the correlation between agricultural value, water consumption and labor demand. These various agricultural scenarios can also provide metrics for interim uses of the land as the regional housing market recovers.

Capitalizing on the emerging local market segment to bolster local economic development will require buy-in from numerous groups. This case study concludes by looking at three—growers, investors, and Yuba County—to showcase challenges and opportunities moving forward. Clear market signals for growers coupled with supportive county policies will be needed to entice the agriculture industry to move toward more specialty crop production. With this backdrop, investors may find Yuba County an attractive place to implement what SACOG’s analysis shows to be a promising food hub enterprise.

Overall the economic viability of the local market is predicated on a sufficient supply of local specialty crop production; without growers, there is no local system. Through interviews, growers in Yuba County noted their need to see a strong market in order to dedicate production to local market channels, especially given the strength of the export commodity market. The market scan provides data suggesting the local market is a viable option, documenting consumption levels, supply and demand imbalances, and price points for local specialty crops. The model analysis of a local food hub facility also shows how growing for the local market can be profitable for Yuba County growers in aggregate, but that sufficient water and labor supply is critical. A full suite of business tools helps inform food hub investment decisions including a detailed pro forma customizable by specialty crop throughput and other variables. This case study delivers a conceptual facility situated within Yuba County to address a key infrastructure gap. Together these tools can help guide investment to the local food system.

Furthermore, the study provides data and tools to evaluate scenarios and educate stakeholders about current and future agriculture and its impact on the county. The study estimates grower revenue and profit across various future conditions such as drought, establishment, or changing market prices. While the data and models and corresponding results are certainly not definitive, the work provides guidance on building strategies for agriculture and other land uses, as well as a solid foundation for building even more robust tools for future analyses.

Finally, support from Yuba County can help complement grower and investor decisions. Yuba County’s General Plan makes clear the commitment to agriculture and the County can continue to support initiatives such as the grower-institution matchmaking of the Yuba-Sutter Economic Development Corporation as well as work to update policy to support the entire local food value chain from production to processing to consumption. In addition, land use planning plays a paramount role in agricultural viability. The model results of the case study show the potential for both the loss of agriculture revenue and the fiscal impacts of development decisions.

We anticipate these findings will be of use to farmers considering local production both on a full-time or supplemental basis. Through continued stakeholder engagement SACOG’s RUCS program will continue to share these data and findings on the local specialty crop market opportunity.

APPENDIX 1. FULL MODELING RESULTS

This appendix provides the full modeling results of the case study. The below matrix reports the economic, water, labor and fiscal indicators of each agricultural scenario across every possible urbanization scenario, resulting in 60 unique scenarios and almost 450 indicators. The fiscal indicators are reported as additions to the County's existing 2012 budget; as such the fiscal indicators in the base year are left blank.

Yuba County Case Study - Scenarios			Urbanization Scenarios					
			Today	2020 - Short Term Land Use		2030 - Long Term Land Use		
	Acreage	Base Case	Non-Contiguous	Contiguous	Infill Focus	Compact Growth	Dispersed Development	
	Valley Urban	6,075	7,115	6,675	11,300	15,671	21,212	
	Crop Acres	120,942	119,902	120,401	118,319	114,773	109,815	
Range, Nat. Resources & Rural Communities		252,801	252,801	252,742	250,198	249,372	248,790	
	Public (e.g. Beale AFB)	25,084	25,084	25,084	25,084	25,084	25,084	
Agricultural Uses	Base Case	Annual Ag Value	\$360,174,281	\$358,565,127	\$359,408,080	\$354,282,154	\$348,698,538	\$342,579,195
		Average Ag ROI	26%	26%	26%	26%	26%	26%
		County Capital Cost	\$0	\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000
		Annual O&M	from budget	\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000
		Annual Co. Revenue	from budget	\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000
		Ag Labor	2,606,789	2,601,600	2,604,273	2,576,815	2,554,185	2,536,467
		Ag H2O	417,671	413,407	415,502	410,811	397,793	380,912
	High Revenue	Annual Ag Value	\$591,842,338	\$590,233,183	\$591,015,825	\$583,305,296	\$576,545,054	\$569,080,373
		Average Ag ROI	29%	29%	29%	28%	29%	29%
		County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000
		Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000
		Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000
		Ag Labor	8,253,271	8,248,082	8,250,760	8,215,268	8,198,167	8,177,478
		Ag H2O	452,799	448,535	450,609	442,992	428,786	408,648
	Low Revenue	Annual Ag Value	\$213,018,538	\$212,030,538	\$212,552,113	\$209,735,815	\$206,465,975	\$202,871,000
		Average Ag ROI	8%	8%	8%	8%	8%	8%
		County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000
		Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000
		Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000
		Ag Labor	1,196,434	1,194,801	1,195,618	1,177,877	1,167,569	1,161,045
		Ag H2O	191,575	189,842	190,812	191,575	184,350	179,320

Yuba County Case Study - Scenarios					Urbanization Scenarios				
			Today	2020 - Short Term Land Use		2030 - Long Term Land Use			
Acreage			Base Case	Non-Contiguous	Contiguous	Infill Focus	Compact Growth	Dispersed Development	
Valley Urban			6,075	7,115	6,675	11,300	15,671	21,212	
Crop Acres			120,942	119,902	120,401	118,319	114,773	109,815	
Range, Nat. Resources & Rural Communities			252,801	252,801	252,742	250,198	249,372	248,790	
Public (e.g. Beale AFB)			25,084	25,084	25,084	25,084	25,084	25,084	
Agricultural Uses	High ROI	Annual Ag Value	\$516,796,080	\$515,808,080	\$516,275,732	\$509,525,732	\$504,643,904	\$499,812,512	
		Average Ag ROI	43%	43%	43%	42%	42%	43%	
		County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000	
		Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000	
		Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000	
		Ag Labor	6,104,529	6,102,897	6,103,687	6,064,385	6,054,732	6,047,063	
		Ag H2O	246,617	244,884	245,748	241,853	235,967	228,349	
	High H2O	Annual Ag Value	\$434,938,759	\$433,329,605	\$434,112,247	\$427,537,806	\$420,959,365	\$413,494,683	
		Average Ag ROI	24%	25%	24%	24%	24%	25%	
		County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000	
		Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000	
		Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000	
		Ag Labor	4,377,966	4,372,776	4,375,454	4,325,144	4,300,821	\$4,280,132	
		Ag H2O	461,272	457,008	459,083	451,428	437,220	417,082	
	Low H2O	Annual Ag Value	\$283,246,111	\$282,258,111	\$282,779,686	\$279,684,443	\$276,414,603	\$272,819,628	
		Average Ag ROI	13%	13%	13%	13%	13%	14%	
		County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000	
		Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000	
		Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000	
		Ag Labor	1,425,672	1,424,039	1,424,856	1,406,152	1,395,843	1,389,319	
		Ag H2O	190,866	189,132	190,103	187,976	183,640	178,610	
Yuba County Case Study - Scenarios					Urbanization Scenarios				
			Today	2020 - Short Term Land Use		2030 - Long Term Land Use			
Acreage			Base Case	Non-Contiguous	Contiguous	Infill Focus	Compact Growth	Dispersed Development	
Valley Urban			6,075	7,115	6,675	11,300	15,671	21,212	
Crop Acres			120,942	119,902	120,401	118,319	114,773	109,815	
Range, Nat. Resources & Rural Communities			252,801	252,801	252,742	250,198	249,372	248,790	
Public (e.g. Beale AFB)			25,084	25,084	25,084	25,084	25,084	25,084	
Agricultural Uses	Local Consumption	Annual Ag Value	\$368,495,155	\$366,886,001	\$367,728,954	\$362,603,028	\$357,304,242	\$351,319,349	
		Average Ag ROI	25%	25%	25%	25%	25%	25%	
		County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000	
		Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000	
		Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000	
		Ag Labor	2,930,167	2,924,978	2,927,651	2,900,193	2,878,669	2,861,370	
		Ag H2O	418,883	414,619	416,714	412,024	399,018	382,314	
	Specialty Crops	Annual Ag Value	\$1,824,343,487	\$1,808,655,595	\$1,816,182,766	\$1,784,776,813	\$1,731,287,134	\$1,656,498,124	
		Average Ag ROI	36%	36%	36%	36%	36%	36%	
		County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000	
		Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000	
		Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000	
		Ag Labor	32,022,547	31,747,179	31,879,303	31,328,037	30,389,137	29,076,372	
		Ag H2O	339,940	336,109	338,419	332,567	322,600	308,665	
	High Labor	Annual Ag Value	\$458,447,698	\$456,838,543	\$457,643,745	\$452,736,056	\$447,136,574	\$440,137,733	
		Average Ag ROI	11%	11%	11%	11%	11%	11%	
		County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000	
		Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000	
		Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000	
		Ag Labor	9,845,138	9,839,948	9,842,345	9,765,596	9,733,659	\$9,706,584	
		Ag H2O	371,247	366,983	369,236	364,405	352,725	336,955	
Low Labor	Annual Ag Value	\$317,222,288	\$316,234,288	\$316,752,263	\$312,078,364	\$308,088,524	\$304,493,549		
	Average Ag ROI	41%	41%	41%	41%	41%	41%		
	County Capital Cost		\$52,000,000	\$29,000,000	\$500,000,000	\$530,000,000	\$600,000,000		
	Annual O&M		\$7,500,000	\$5,500,000	\$78,000,000	\$85,000,000	\$89,000,000		
	Annual Co. Revenue		\$5,500,000	\$6,300,000	\$102,000,000	\$95,000,000	\$80,000,000		
	Ag Labor	595,999	594,366	\$595,203	587,948	581,703	575,179		
	Ag H2O	205,757	204,024	204,994	202,609	198,173	193,143		

APPENDIX 2. EXPLORING LONG-TERM VIABILITY OF WALNUT GROWERS

Walnut production has surged in Yuba County and elsewhere in the SACOG region over the last several years as the growing international market has commanded an ever-higher price. High market prices are excellent news for the County's established walnut growers as their incomes grow, and have induced other growers to convert acres to this new cash crop. All seems well if walnut prices stay high and if these acres were to produce a harvest immediately; however, perennial crops like orchards and vineyards go through a period of "establishment", when costs are high and harvests are low to none. During establishment, growers incur costs to prepare the land, plant trees or vines and tend them (prune, sucker, et cetera). Length of establishment depends on the crop—almond orchards return their first harvest in Year 3 and produce at full capacity in Year 7; wine grapes return their first harvest in Year 3 and produce at full capacity in Year 4 (on average). Walnuts are harvested in Year 4 at only 10% of full production and harvest approximately doubles each year until Year 8, when the harvest plateaus at 6,000 pounds per acre.

Walnut Harvest, in pounds per acre per year

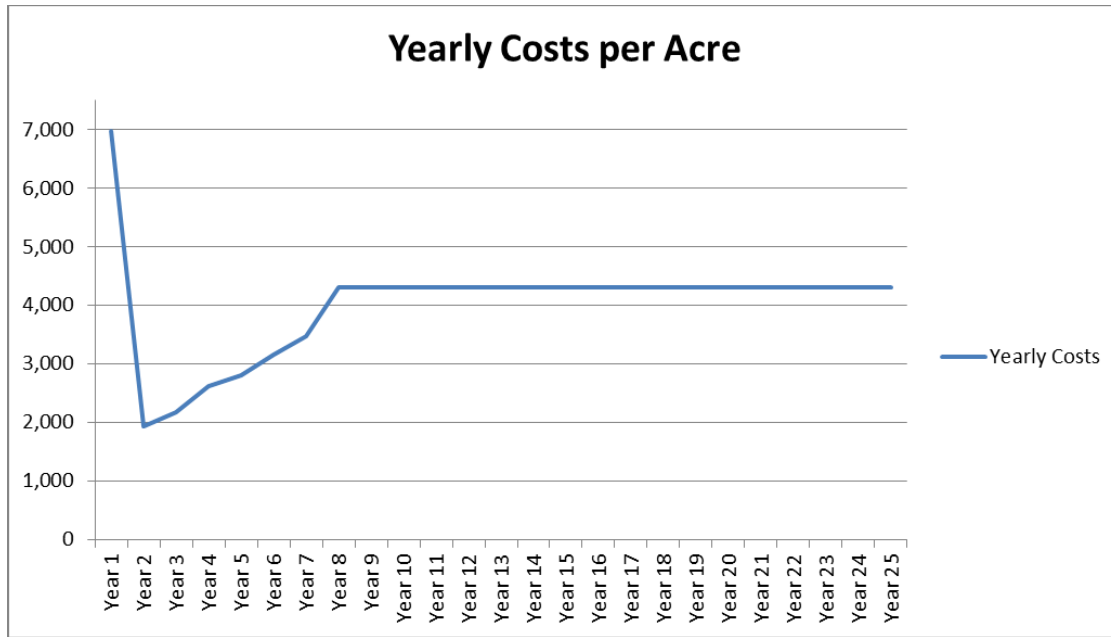
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8+
0	0	0	600	1,200	2,400	5,000	6,000

Walnuts are currently returning high prices in the marketplace and therefore many growers have converted to walnuts; however, these orchards will take up to eight years to start generating a return and even longer for the grower to come into the "black" after the large capital investment of planting. For a time, growers may be in the optimal phase of receiving a full yearly harvest and have repaid the capital loans from establishing the orchards. At approximately Year 25, the orchards' production wanes and growers often tear out old trees to replace with new trees, restarting the cycle of establishment.

The following is an exploration into the long-term financial viability of crops with a high establishment cost, using walnuts as an example. This analysis, however, is relevant for any grower that would need to recapitalize to break into new crop markets, such as the specialty crop expansion outlined in this case study.

Yearly Costs over the Long-Term

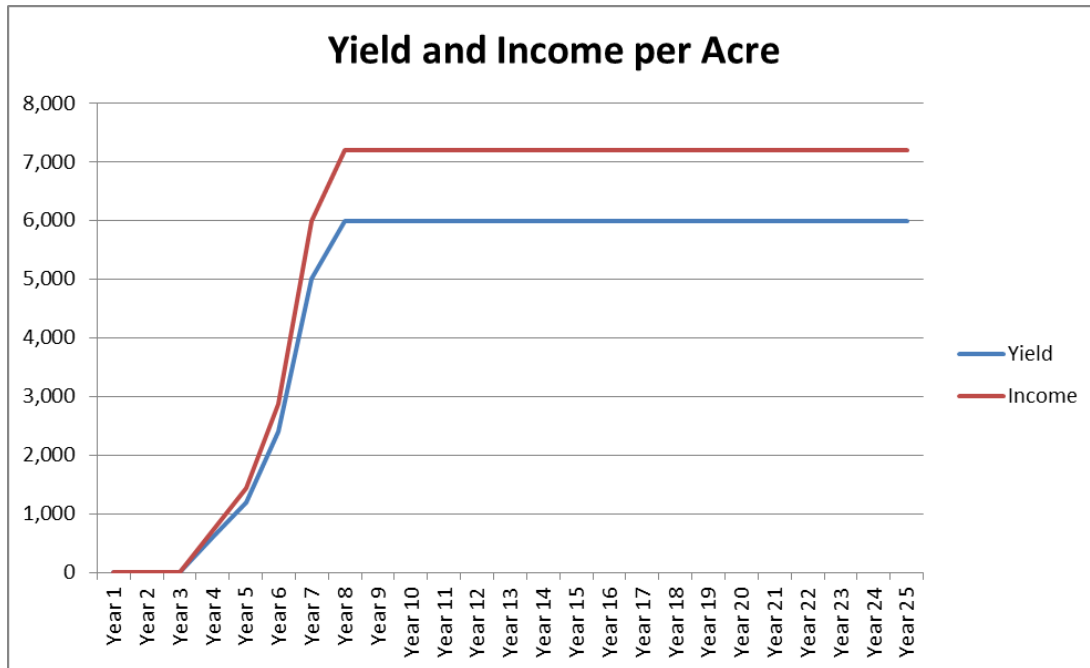
Walnut growers experience on average three phases of yearly costs over a 25-year lifecycle of an orchard (lifecycle may vary, but this analysis uses 25 years). Costs are highest in Year 1 due to preparing land, purchasing and planting tree starts and pruning. Yearly costs decrease after Year 1 as orchards mature but still must be tended with irrigation, fertilizer and pesticide, then rise in Year 4 as growers incur harvest costs. On average, an orchard reaches an average production and harvest year in Year 8, which remains steady for the remaining lifespan of the orchard. In this study, an orchard in an average production year costs the grower approximately \$4,300 per acre. These yearly costs are illustrated in the graph below.



This yearly cost analysis would look very similar for other orchard or vine crops such as peaches, kiwis and grapes. While walnuts are used as the example here, the concepts can be readily extrapolated to other specialty crops in Yuba County.

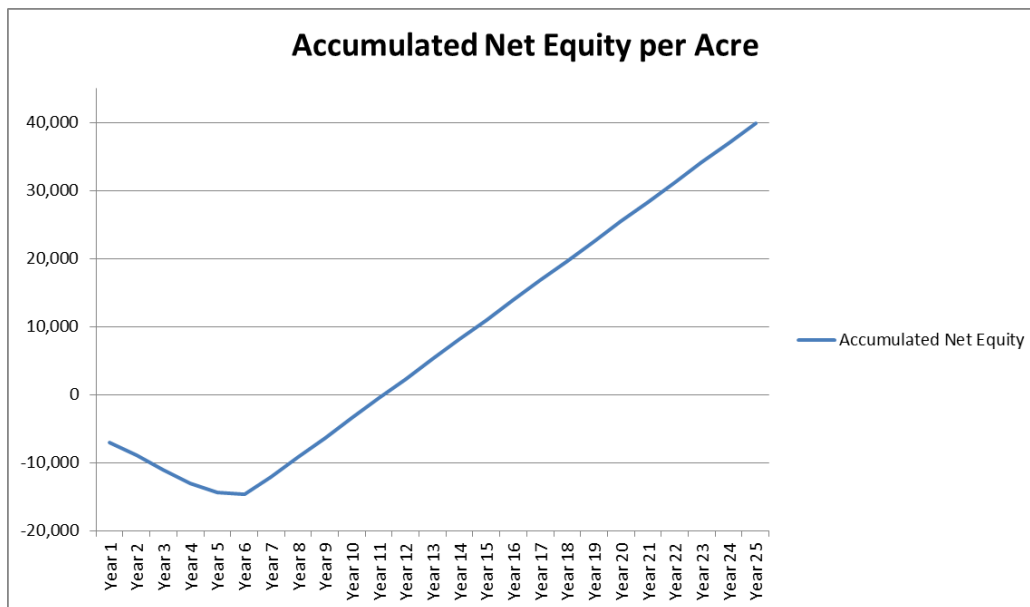
Yields and Income

Yield and the associated income fluctuates over the lifespan of the orchard, as well. In the first three years, yield and income are zero as the orchard is established and matures. With the first harvest in Year 4, income increases yearly until Year 8, when it plateaus at an average yield of 6,000 pounds per acre. At today's market price of \$1.20 per pound, this translates to \$7,200 return per acre. These yearly yields and income are illustrated in the graph below.

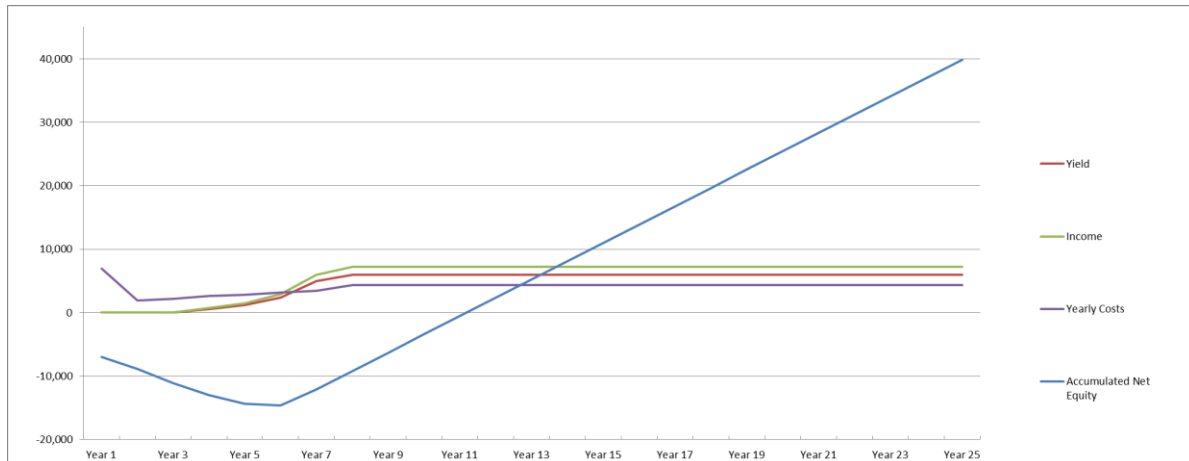


Accumulated Net Equity

Using yearly costs and income associated with establishing a walnut orchard, growers' accumulated net equity—growers' income minus debts over time—can be calculated over the lifecycle of the orchard. This calculation shows accumulated liabilities incurred over the first six years, the point at which growers start to repay these liabilities (Years 7-11), the point at which growers become solvent (repay all liabilities in Year 12), and the growth in net worth over the subsequent 14 years. The market price was held constant and the yield held at 6,000 pounds per year (average yield over the life of the orchard) for Years 8+ over the 25 years in the graph below. The graph below illustrates this cycle in net worth of a walnut production.



When these lines are overlaid, they show the comprehensive timelapse of per acre costs, yield, revenue, and accumulated net equity over the 25-year lifespan of a walnut orchard. This timelapse provides an understanding of the financial landscape of individual growers not seen in the snapshot provided by scenario modeling.

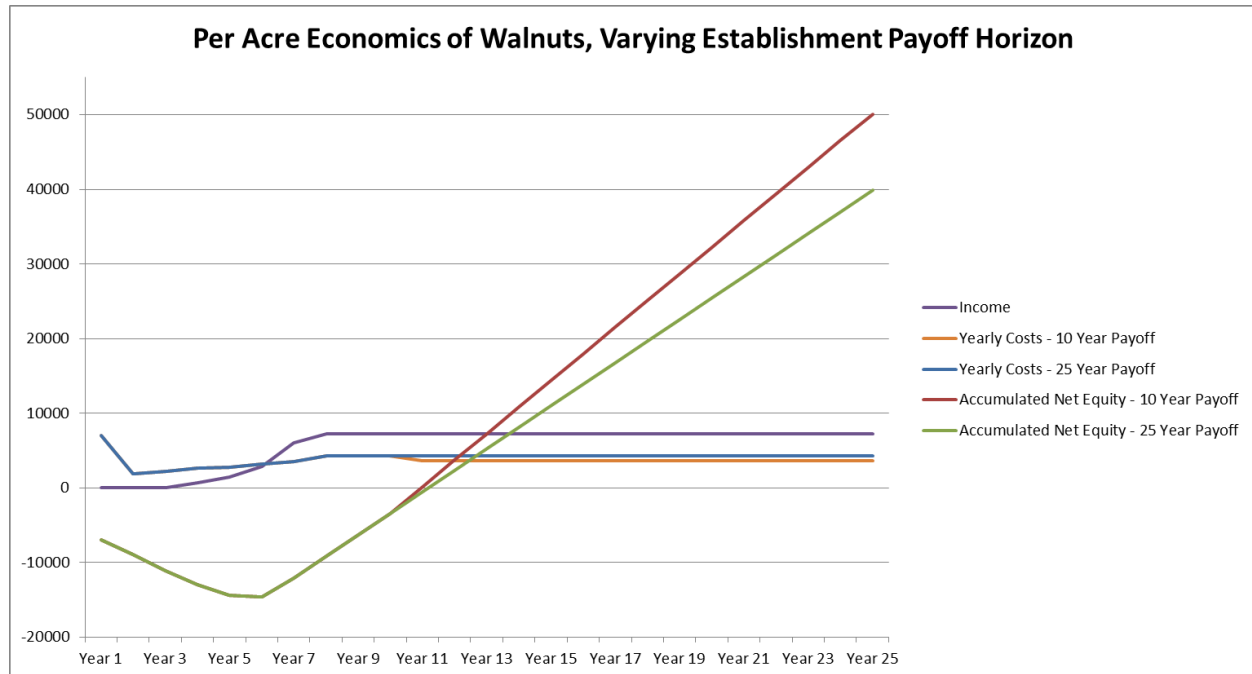


Scenarios

Using the longitudinal platform, we can explore the long-term financial effects of variables such as length of the establishment payback period, land ownership, and orchard re-establishment. These scenarios give a nuanced perspective into the potential financial scenarios of growers given various circumstances.

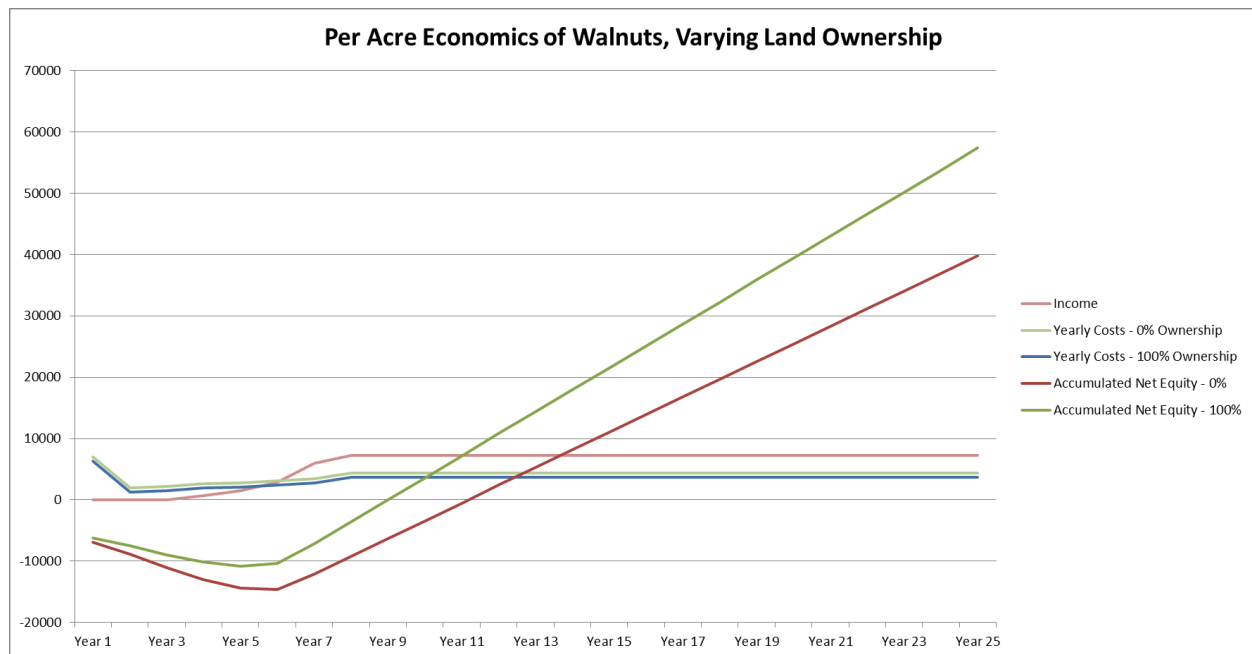
Paying Off Establishment

The graph below illustrates the difference in net equity by Year 25 when a grower repays establishment costs in full in 10 years compared to 25 years. The difference is significant—over \$10,000 greater when establishment is repaid in 10 years. A 25-year payback was used by all of UC Cooperative Extension's cost and return studies for orchard crops, in addition to being corroborated by an agricultural lending bank in the SACOG region.



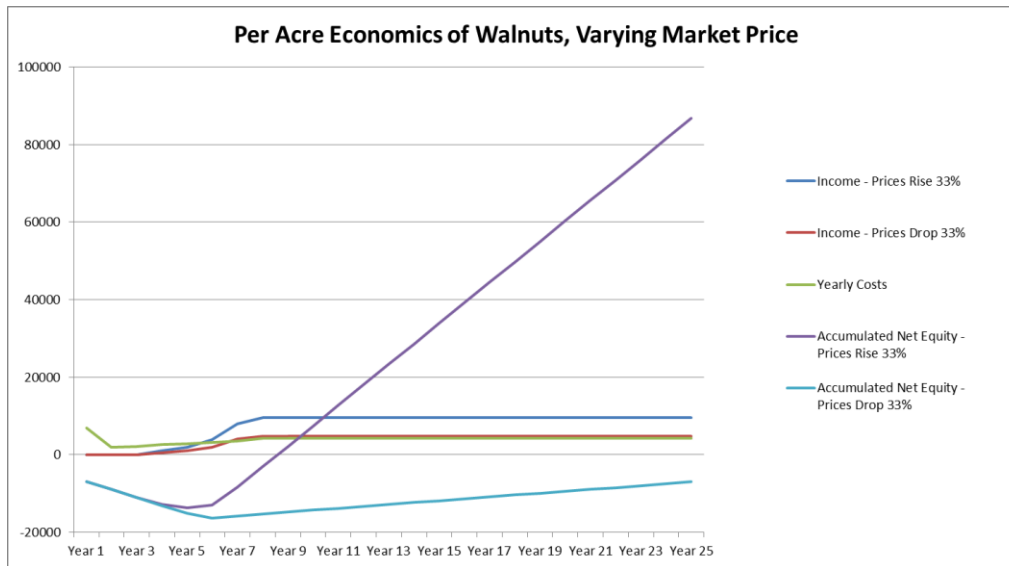
Land Ownership

Land is one of the largest line items in a grower's yearly budget; outright land ownership therefore plays a large role in the viability of certain crops. Growers that own land outright, such as family farmers with inherited land, have lower yearly costs as they are not making rent nor mortgage payments. This yearly savings realizes over \$15,000 in net equity over the walnut orchard's 25-year lifecycle.



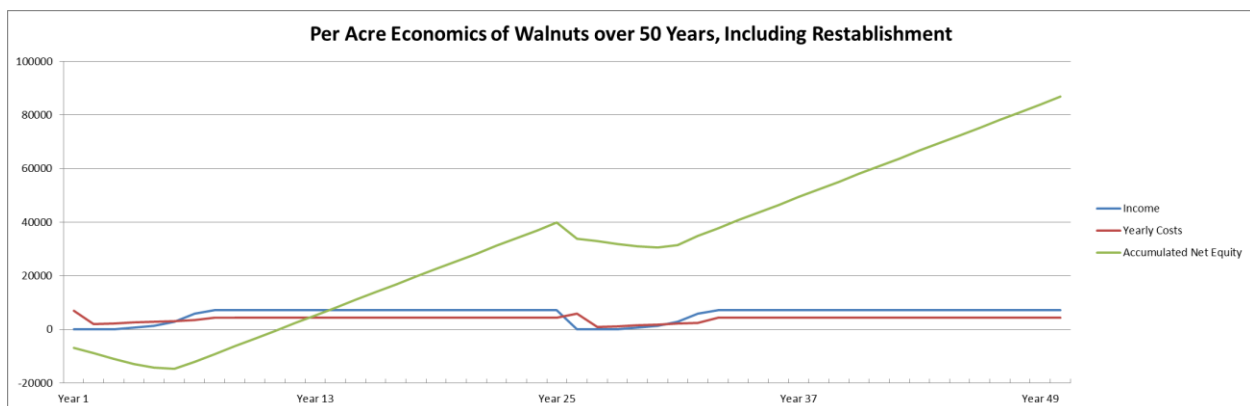
Changes in Market Price

Longitudinal analysis shows what crops will be profitable in the long term, particularly those with high costs to become established, and the market price of walnuts determines viability. As with any good sold, walnut prices fluctuate. Walnut prices have almost tripled in the last 10 years according to the region's crop reports, inducing a surge in walnut acreage. As more and more growers put equity into costly—and potentially lucrative—walnut orchards, an analysis of market prices indicates that these growers are expecting prices to hold if not continue to rise: A 33% increase in walnut prices from today's value shows an excellent return over the 25-year horizon of an orchard; however, a 33% decrease in walnut prices indicate that a grower would not be in the black before Year 25, when they would likely re-establish their walnut crop.



Orchard Re-Establishment

Looking into the second lifecycle of a walnut orchard, a grower tears out their crop at approximately Year 26 and re-establishes it. Years 26 through 30 again have zero harvests and income and costs rise to prepare the land repurchase root stock. Given constant prices, growers' finances over two lifecycles are illustrated in the graph below.



APPENDIX 3. COSTS OF URBANIZING AGRICULTURE LAND

URBANIZATION SCENARIOS METHODOLOGY

The urbanization scenarios constructed in this technical appendix provide comparable metrics and quantifiable data to help inform land use planning. To calculate the fiscal impacts of converting agriculture and open space, the case study draws on SACOG's Integrated Model for Planning and Cost Scenarios (IMPACS). IMPACS provides local governments and planners a means of estimating and evaluating the fiscal costs of providing infrastructure and service in their communities.⁴⁴ IMPACS is tailored to help jurisdictions better understand the fiscal implications of different growth patterns, particularly at the rural-urban fringe.

The first two land use scenarios compare the economic and fiscal effects of possible immediate-term development patterns in the valley floor, including a scenario that converts 1,000 acres of agriculture land located away from current urban use, and a scenario that provides the same number of jobs and housing, but located in conformance to existing communities. The three further urbanization scenarios compare possible valley land uses over the course of the next twenty years, including a Dispersed Development, a Compact Growth, and an Infill Focused scenario. These valley growth scenarios would account for approximately 84,000 of the 100,000 population increase (84%) and 66,000 of the 67,000 job increase (98%) in unincorporated Yuba County estimated over the course of the 2030 General Plan (using the high range estimates from the Plan's buildout).⁴⁵ The analysis below describes the full specifications of the urbanization scenarios in comparison to the base case.

Base Land Use Scenario

The base land use scenario is set as the existing crop production, open space and developed use within Yuba County's valley floor. This base is set from SACOG's parcel-level crop map update. As such, the urbanization scenarios only look at development within the valley floor and do not analyze changing land use in the foothills.

Short Term Comparison Scenarios

1. Non-Contiguous Development

This first of the two short term land use scenarios models the effect of urbanizing a generic 1,000 acres of current agriculture production in the valley floor. This scenario occurs away from existing valley communities in what today is full-scale agriculture production. Based on satellite imagery and SACOG's crop map, the scenario assumes these valley agriculture acres to be in rice production. Urbanizing these acres would result in around 3,300 dwelling units and 8,400 new residents to unincorporated Yuba County, as well as about 2,500 private-sector jobs.

⁴⁴ For a full explanation of IMPACS functionality see Aecom's, "IMPACS User Guide." Prepared for the Sacramento Area Council of Governments, June 2011.

⁴⁵ The remaining 16,000 in population increase and 1,000 jobs are estimated to land in the County's Rural Community designation. Due to the lack of detailed data, the case study did not analyze changing land use patterns outside of Yuba County's valley floor.

2. Contiguous Development

The other near term urbanization scenario models the impact of a project producing a similar level of jobs and housing, located instead next to the existing communities in Yuba County's valley floor. This Contiguous Development scenario encompasses 600 acres to reflect the results of a more compact site design. Compared to the first scenario which replaces full-scale agriculture, SACOG's crop map suggests the land converted in the Contiguous Development scenario to be a combination of commodity agriculture and other open space. This holds with prior RUCS work that found the percentage likelihood of fallowing to be greater at the urban-rural edge compared to farms surrounded by other agriculture use.

Long Term Comparison Scenarios

3. Dispersed Development

This scenario models the impacts of urbanizing an additional 15,000 acres in Yuba County's valley floor from today's base case. Based on SACOG's crop map, about 11,125 of these acres would be in agricultural production, with the remainder other open space. The scenario would add 85,428 new residents and 66,989 jobs in unincorporated Yuba County.

4. Compact Growth

The second of the long term land use scenarios models the effects of a more compact land use pattern, with new development located in immediate proximity to existing valley communities. The scenario urbanizes 9,596 acres to produce 85,919 residents and 66,265 jobs.

5. Infill Focused

The final land use scenario models a land use pattern based on infill development in existing communities, as new growth is allocated within the Valley Neighborhoods of Linda, Olivehurst, and the Arboga and Plumas Lake area. The scenario preserves the agricultural land outside the extent of current development plans. The scenario urbanizes 5,225 acres, resulting in 83,388 new residents and 64,462 new jobs. Note that these population and job levels are slightly lower (around three percent) than the other two long term scenarios.

Comparison of Long Term Valley Urbanization Scenarios

	Dispersed Development	Compact Growth	Infill Focused
New Residents	85,428	85,919	83,388
New Jobs	66,989	66,265	64,462
Additional Urban Acres	15,137	9,596	5,225

URBANIZATION SCENARIOS ANALYSIS

The urbanization scenarios provide a set of data point estimates that may prove helpful in assessing the link between land use and economic development strategies. The scenarios help show how fiscal and economic indicators could operate based on various future conditions. First, the different modeled development patterns to meet the valley floor population and job increases envisioned for unincorporated Yuba County have significant effects on the overall output of the agriculture sector.

For the short term scenarios, both lead to urban development on current agricultural land. As the table below shows however, the existing agricultural crop mix varies between sites.

Modeled Crop Patterns of Short Term Urbanization Scenarios

	Non-Contiguous Development	Contiguous Development
<i>Crop</i>	<i># of Acres</i>	
Rice	1,000	456
Pastureland	-	79
Corn	-	5
Olives	-	1
Open Space	-	59

In urbanizing this land, both scenarios would add housing, jobs and their associated economic output. As the two scenarios contain similar levels of new dwelling units and jobs, the economic contribution of each would be similar as well. What differs between scenarios is the current value of agricultural output replaced by urbanization: the Non-Contiguous scenario would supplant \$1.6 million of existing agriculture production, about twice the level of the Contiguous Development scenario (\$766,000). The agriculture value differential between scenarios stems from the larger footprint of the Non-Contiguous scenario (replacing more acres in production) compared to the 600 acre Contiguous Development segment, as well as the higher crop value of rice relative to pastureland and open space. Note that these values include only the farmgate value of crops produced and do not capture any multiplier effects or economic value-add further along the supply chain, nor the market value or ecosystem services.

The fiscal effects of each land use plan also differ by scenario. SACOG inputted both scenarios into IMPACS incorporating existing conditions and Yuba County-specific revenue and cost data.⁴⁶ Both scenarios operate under the same assumptions, including how much of the capital infrastructure cost of development accrues to the County and what portion is paid by the developer. Both scenarios mimic the draft technical master plan for a recent proposed development in the county⁴⁷ that assigns most capital construction cost to the developer. The developer's share of capital costs includes local street construction; water laterals, distribution and mains;

⁴⁶ In addition to the land use allocations the major local data points for the scenarios include annual County revenues and expenditures by category; utility district service areas and existing design and capacity for sewer, water and stormwater; existing valley floor infrastructure (transportation, sewer, water, stormwater); and county residents, households, household size and employees (including the portion in unincorporated Yuba County). The sources for these data, reflecting the above order, are: California State Controller's Office, "Local Government Annual Financial Reports: Counties Annual Report, Fiscal Year 2011-12"; MHM Incorporated, "Draft Technical Master Plan: Employment Village Infrastructure," July 12, 2013; Magnolia Ranch Specific Plan, 2013; Olivehurst Public Utility District and Linda County Water District websites; Yuba County 2030 General Plan; California Department of Finance E5 series, 2012; and the SACOG Employment file, 2012.

⁴⁷ MHM Incorporated, "Draft Technical Master Plan: Employment Village Infrastructure," July 12, 2013

stormwater laterals, collection and detention; and sewer laterals. The model assigns major off-site street upgrades and sewer trunk, collection and treatment as public costs, which become the prominent cost differential between scenarios. The County pays all operations and maintenance on new infrastructure and for the increase in police, fire and other local services.

Based on the above assumptions, IMPACS models a County expenditure of approximately \$50 million in capital construction costs to service the Non-Contiguous scenario compared to \$29 million for the Contiguous Development scenario. In addition to the one-time capital costs, IMPACS also provides estimates for ongoing County operations and maintenance (O&M) costs in the project compared to the new revenue generated by the new development. For the Non-Contiguous scenario the model estimates a total annual County O&M expenditure of \$7.5 million to cover infrastructure maintenance and general government, public protection, health and sanitation, public assistance, education, and cultural and recreation outlays. The model predicts the Non-Contiguous scenario would provide \$5.7 million a year in County revenues from taxes, licenses and permits, fines, forfeitures and penalties, use of money and property, intergovernmental transfers, charges for services and other revenues. For the Contiguous Development scenario IMPACS models an increase of \$6.3 million a year in County revenue with an O&M annual cost of \$5.5 million, resulting in a positive fiscal contribution to County finances.

The explanation of the different capital and O&M costs is twofold. First, the relatively compact site design of the Contiguous Development scenario reduces the capital and maintenance costs of laterals and collectors for water, stormwater and sewer infrastructure compared to the Non-Contiguous scenario. Additionally, the Contiguous Development scenario's proximity to existing infrastructure also significantly reduces costs. Notably, the Non-Contiguous scenario requires the construction of an entirely new water supply, treatment, storage and conveyance system while the Contiguous Development scenario meets the new demand by connecting to the nearby existing utility water supply and treatment system. Likewise, the Non-Contiguous scenario would need to construct several miles of new sewer infrastructure to reach the Oliverhurst Public Utility District's extent of service area at approximately McGowan Parkway and Rancho Road. In the model both scenarios build a self-contained stormwater infrastructure.

The difference in revenue by scenario stems from the assumptions of the fiscal model. IMPACS estimates the dwelling units in the Contiguous Development scenario to produce annual property taxes 18 percent higher than the dwelling units in the Non-Contiguous scenario given the higher assessed value per occupant in the mixed use designation.⁴⁸ The rest of the difference stems from varying revenue produced by job categories.

⁴⁸ AECOM "IMPACS User Guide." Prepared for the Sacramento Area Council of Governments, June 2011.

Immediate-Term Urbanization Scenarios

	Non-Contiguous Development	Contiguous Development
Dwelling Units	3,352	3,294
Jobs	2,496	2,619
Urbanized Acres	1,060	600
Value of Existing Ag Production	\$1.6 million	\$766,000
County Capital Costs of Development*	\$52 million	\$29 million
Annual County O&M Costs from Development	\$7.5 million	\$5.5 million
Annual County Revenue from Development	\$5.5 million	\$6.3 million
*County capital costs include off-site transportation and sewer infrastructure improvements. The developer pays for all other capital costs.		

The case study's long-term scenarios show a similar pattern. The dispersed development scenario converts 11,127 agriculture acres to urban use. In comparison, the compact growth scenario urbanizes 6,169 agriculture acres and only 2,623 acres are developed in the infill scenario.⁴⁹ The development of existing agricultural land reduces the agricultural sector's total output, ranging from \$5.6 million a year in the infill scenario to over \$17 million in dispersed development based on current crop production. The case study's agricultural scenarios show how the loss in agricultural value can be greater if future cropping patterns shift. For example, conversion of land in the specialty crop scenario could lead up to a loss of \$150 million in agricultural value.

Loss of Agriculture Land and Value by Urbanization Scenarios

	Infill Focused	Compact Growth	Dispersed Development
Converted Agriculture Acres	2,623	6,169	11,127
Lost Annual Agriculture Production (base scenario)	\$5.6 million	\$11.2 million	\$17.3 million
Lost Annual Agriculture Production (specialty crop scenario)	\$39.5 million	\$93 million	\$150 million

⁴⁹ In addition to agriculture acres, each land use scenario also converts current open space and undeveloped land—2,602 acres from the infill, 3,427 from compact growth, and 4,010 from the dispersed development scenarios. This brings the scenarios' total new urbanized acres to 5,225, 9,596 and 15,137 respectively.

In addition to the changing economic impacts, the project team also analyzed the fiscal results of each urbanization scenario using the IMPACS model.⁵⁰ The results produce general sketch-level estimates of capital investment and operations and maintenance (O&M) by development pattern. The model assigns most capital construction costs of new development to the developer. The developer's share of capital costs includes local street construction; water laterals, distribution and mains; stormwater laterals, collection and detention; and sewer laterals. The model assigns major off-site street upgrades and sewer trunk, collection and treatment as public costs, which become the prominent cost differential between scenarios. The County pays all operations and maintenance on new infrastructure and for the increase in police, fire and other local services.

Based on the above assumptions, IMPACS models County infrastructure costs to meet approximately 84,000 new residents and 66,000 jobs in the urban land use scenarios ranging from \$500 million in the infill focused to \$600 million in the dispersed development scenario. Servicing the new development also varies by land use scenario: IMPACS estimates annual operations and maintenance expenditures of \$78 million for the infill scenario, rising to \$85 million for the compact growth and \$89 million in a dispersed development of the valley floor. Operations and maintenance costs include infrastructure maintenance and general government, public protection, health and sanitation, public assistance, education, and cultural and recreation outlays.

Fiscal Costs of Urbanization Scenarios

County Costs	Infill Focused	Compact Growth	Dispersed Development
Capital Infrastructure Costs [^]	\$500 million	\$530 million	\$600 million
Capital Costs per Equivalent Residential Unit (ERU)*	\$5,293	\$7,174	\$11,884
Gap per ERU per year (assumes 20 year payback)	\$268	\$359	\$780
Ongoing Annual O&M	\$78 million	\$85 million	\$89 million

[^]County capital costs include off-site transportation and sewer infrastructure improvements. The model assumes the developer pays for all other capital costs.

*ERUs include residential dwelling units plus non-residential space converted to an equivalent unit at the rate of one ERU per gross 2,500 sq ft. of non-residential space.

The above analysis provides top-level financial data on the costs of various land use patterns. In addition to these fiscal indicators, each scenario carries further opportunities and constraints not reflected in the cost analysis. For example, the infill-focused scenario would have to navigate its own unique set of challenges to realize the above financial metrics. For example, development plans affecting existing communities often face community resistance that can delay, alter, or even prevent the development from moving forward. In addition, the new jobs and housing slated for existing communities in the infill scenario would alter the makeup of these neighborhoods, and in the short term also disrupt residents through construction and redevelopment. Finally, the infill scenario may not match qualitatively with the manner of development envisioned by Yuba County stakeholders. In comparison

⁵⁰ The long-term scenarios use the same inputs described in the short-term scenario section.

to the infill-focused scenario, the dispersed development scenario has its own unique challenges, with the compact scenario a balance between the two. Notably, the dispersed valley growth scenario involves the risk of substantial upfront investment that only pays off if there is a market for the new development. This case study's agricultural analysis suite can provide the county transitional land use strategies as the regional housing market rebounds.

Like other growing areas, Yuba County aims to balance agriculture and other land uses to accommodate long-term population growth, preserve quality of life and foster economic development. This case study reports agriculture data and economic modeling results that may help the County in its broader local assessment of various possible future land uses, but does not delve into the qualitative opportunities and constraints of each land use scenario such as new amenities from urban development that could help attract the modeled new residents and jobs.

APPENDIX 4. YUBA COUNTY ALTERNATIVE FOOD HUB MODEL

As part of this Yuba county case study the project team has prepared a cost estimate and financial analysis of a receiving station and processing facility within Yuba County that can serve as an interim model before construction of a full facility. This technical appendix of the case study presents a proposed conceptual layout and associated cost estimate to construct and equip the facility of approximately 16,800 sq. ft. It also contains an overall estimate for the financial viability of the enterprise. The concept was developed based on:

- An assessment of local and regional market conditions conducted by SACOG and the project team, including site visits and interviews with local government officials, local growers, the Yuba-Sutter Farm Bureau, UC Cooperative Extension, agricultural specialists including lenders and real estate agents, economic development representatives, and North Yuba Grown, a collaborative of growers and value-added producers from Yuba, Sutter and Butte counties.
- The increasing interest on the part of local government officials and agricultural stakeholders in the economic development potential of building local food system infrastructure.
- The role that such a facility could play within the context of broader development of the six-county (and beyond) regional food system infrastructure – the Sacramento Valley Food Hub –providing dedicated market channels for the aggregation, packaging, processing and distribution of fresh local produce.

The conceptual model for the Yuba County facility provides for three core functions, designed to generate revenue from different markets and across seasons as much as possible:

- 1) To serve as an enhanced receiving station to receive, grade, sort, and aggregate fresh produce for transfer to regional markets;
- 2) To serve as a local-serving hub to handle the balance of the produce with activities such as trimming and packing for distribution to the local market, especially institutions and businesses;
- 3) To provide a niche value-added processing line, using as a prototype, walnuts purchased from local sources to produce honey-glazed walnuts.

This piece of added agriculture infrastructure in Yuba County helps address some barriers to growing for the local market. The facility builds market channels for locally grown fresh produce to existing distribution companies and food operations contractors, including those serving schools, hospitals, government facilities and other institutions. In addition, the facility creates a link between growers and Yuba County restaurants, grocery stores and other businesses seeking to increase their selection of local specialty crop. Finally, the Yuba County facility also will provide a market outlet on the grower side, for efforts such as North Yuba Grown.

Overall the Yuba food hub could provide a variety of services. Shown in the table below, some of these activities could generate an additional revenue stream due to the types of services provided, as well as to assist growers in business planning and market development. Research shows that many growers who work with hubs increase the scope and profitability of their farming operations.⁵¹

⁵¹ SACOG Regional Agricultural Infrastructure Project, “Research Analysis of Food Hub Trends and Characteristics.” Conducted by Applied Development Economics, Inc. with Foodpro International Inc., The Hatamiya Group and DH Consulting. June 2014.

SERVICES AND ACTIVITIES OFFERED BY REGIONAL FOOD HUBS

Operational Services	Producer Services	Community/Environmental Services
Distribution	Actively linking producers and buyers	Increasing community awareness of “buy local” benefits
Aggregation	Transportation, on-farm pick up	Distributing to nearby “food deserts”
Brokering	Production and post-harvest handling training	Food bank donations
Branding and market promotion	Business management services and guidance	Youth and community employment opportunities
Packaging and repacking	Value-added product development	SNAP (food stamp) redemption
Light processing (trimming, cutting and freezing)	Food safety and good agricultural process (GAP) training	Health screenings, cooking demonstrations
Product storage	Liability insurance	Recycling and composting programs

Source: Regional Food Hub Resource Guide, USDA Agricultural Marketing Service, April 2012, p. 6

Initially the conceptual facility in Yuba County would provide primarily operational services—receiving, grading and aggregating fresh produce to transfer to the regional food hub and distribution to the immediate local market—as well as value-adding activities on the walnut processing line. The table below summarizes assumptions regarding the estimated levels of production and acreage required to support this alternative facility model, for both fresh produce and processing of honey-glazed walnuts.

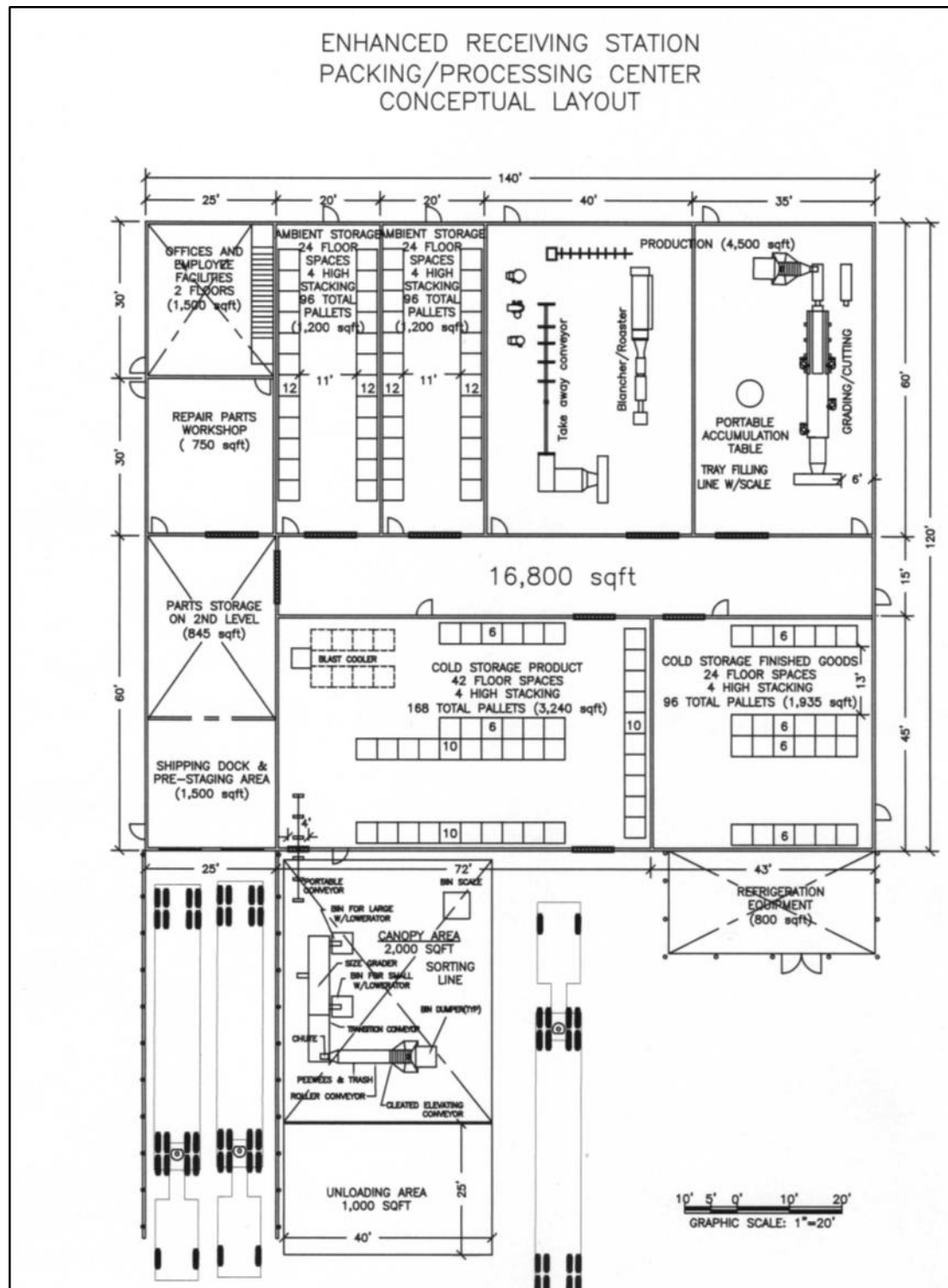
Facility Capital Costs

The graphic below provides schematic of the conceptual layout of a proposed facility to meet these functions. The main body of the facility is 16,800 s.f., with additional second level office space and mezzanine space for parts storage, and additional outside areas. The facility is designed for flexibility to accommodate diverse types of produce. The schematic illustrates areas for unloading, the shipping dock and pre-staging area, sorting line, production space for fresh pack, cold storage for raw produce and finished goods, ambient storage for supplies and walnuts, office space, and workshop (production space).

YUBA HUB FACILITY OPERATING ASSUMPTIONS
<p>Operating Times. The facility would operate 7.5 hours per day, five days a week, 50 weeks per year. It assumes that the growers would drop off their produce at the facility.</p>
<p>Production Levels for Fresh Produce. The facility will aggregate/package 1,000 pounds (lbs.) of fresh produce per hour. That adds up to 937.5 tons per year, or 18.75 tons per week (37,500 lbs. per week and 1,875,000 lbs. per year). The facility also will receive, cool and transfer 1,000 lbs. of fresh produce per hour to a larger, regional-serving hub. This adds up to another 937.5 tons per year, for a total of 1,875 tons per year for the two markets.</p>
<p>Fresh Produce Acreage Requirements. The facility's fresh produce line requires a dedicated supply of local fruit and vegetable crop. While the crop acreage needed to provide this supply will vary on the exact crop mix, the project team estimates the alternative food hub model customized to Yuba County would need between 60 and 270 acres of specialty crop production. The range would fall somewhere in between as the hub would provide for a mix of crop types. Given that there was a total of 6,480 acres of harvested acreage in Yuba County in 2012 for miscellaneous fruits and nuts (not including walnuts, almonds, cling peaches, kiwis, or prunes/dried plums) and miscellaneous field and vegetable crops (not including rice and other crops), the acreage requirements are minimal to start.</p>
<p>Processing Line for Glazed Walnuts. The facility will process 300 pounds per hour of honey-glazed walnuts. That adds up to 281 tons per year (11,250 lbs. per week and 562,500 lbs. per year).</p>
<p>Walnut Acreage Requirements. The average yield per harvested acreage of English walnuts in Yuba County in 2012 was 2.1 tons per acre, with 11,560 acres in production. The facility requirements would require production from 134 acres. While most of the County's walnut crop is exported, the project team validated the availability of locally grown crops for the proposed processing line.</p>
<p>Labor: Three employees for the start up</p>

Data Sources: Estimated tons per acre crop yields: 2012 National Agricultural Statistical Services, USDA, for California, UC Davis Cost of Production Studies, and 2012 Yuba County Agricultural Commissioner's Report; 2012 harvested acreage: 2012 Yuba County Agricultural Commissioner's Report

Conceptual Layout of Yuba Hub Facility



The table below provides a summary of the major cost categories for the Yuba Facility construction budget estimate. The facility is proposed to be new construction to best meet the needs for the hub's operational functionality, including for a processing line, as determined by the project team engineers. It is often more expensive to retrofit an existing agricultural-related facility than to build a new facility, especially to meet newer environmental and other regulatory requirements. It also must be centrally located to serve its receiving, transfer and distribution functions efficiently.

Table 3. YUBA FACILITY PROJECT INVESTMENT BUDGET BY MAJOR COST CATEGORY	
Cost Center Category	Total Cost
Building (140 x 120 sq. ft.) (includes additional mezzanine space for parts storage and second floor office space, and outdoor unloading area, sorting line and area for refrigeration equipment)	\$1,205,366
Refrigeration (includes materials and installation)	\$ 248,571
Production Equipment (fresh fruits/vegetables/greens) (includes outdoor pre-grading, packing line, walnut glazing line, production related systems and equipment, contractors services, freight	\$ 694,897
Produce Handling/Storage (includes racks in storage areas)	\$ 91,200
Fire Protection	\$ 3,300
Auxiliary Systems and Equipment (includes power service connections, product moving equipment, utilities, office and employee space equipment)	\$ 617,000
Mobilization (includes permits, testing, surveys, etc.)	\$ 46,302
Engineering and Management (includes design services and construction management)	\$ 348,796
Contingency (at 10%)	\$ 325,543
Project Value (capital required to build)	\$3,580,976

The project could be developed by a for-profit, nonprofit, or blended model enterprise. A companion document prepared for SACOG on Hub Research Findings provides examples of various hub business models. The total estimated project investment for this hub model is approximately \$3,580,976, with \$1,926,008 for the total building costs (including permits, testing, surveys – mobilization, design services, construction management, and contingency) and \$1,654,968 for production equipment, refrigeration equipment, utilities and other costs. The budget does not include costs for the site (land). It is possible that a subsidy or assistance could be provided by the jurisdiction where the facility would be located, based on the project’s economic and social benefits, or that federal or state funding could be secured to assist with project development costs. New state programs are providing resources such as rebates on manufacturing equipment and there are utility programs, which can provide incentives to increase energy efficiencies, including for food processing companies. It is assumed that the facility will be located in an area already serviced with infrastructure, and that water for fire protection will be available at appropriate pressure. The costs for hydrants and associated piping are not included. The budget also does not include produce traceability and inventory software, which would be part of operating expenses. This technical appendix ends with a detailed estimate of the construction budget by major cost category and sub-category.

Facility Operating Expenses and Revenues

In addition to the capital costs of construction, once the facility is up and running it will incur ongoing operating expenses. Major operating expense categories include the purchase of fresh produce inputs (cost of goods sold – COGS), as well as labor, utilities, packing and storage supplies (including pallets, bins, and labeling materials), maintenance supplies, transportation, advertising and promotion, insurance, and produce tracking system. The result of these ongoing operations is value-adding activity through the facility’s aggregation and light processing functions that generate revenue to the facility operator. The table below compares the conceptual facility’s estimated annual revenue to ongoing costs including amortization of the initial capital investment, including earnings before interest, taxes, depreciation and amortization (EBITDA), an indicator of potential profitability.⁵²

Yuba County Alternative Food Hub Model: Estimated Financial Feasibility
Annual Revenue - \$4,446,700 (\$2,198,700 from fresh produce and \$2,248,000 from glazed walnuts)
Estimated Expenditures - \$3,433,000 (costs of goods sold, labor, operating costs)
Net Operating Income (EBITDA) - \$1,013,700
Annual Profit - \$273,000

Source: Foodpro International, Inc.

⁵² The COGS include the cost of raw produce and the cost of packaging. As a general rule, the COGS should average about 50 percent of revenue but vary by crop. The project team’s screening criteria identified higher margin crops.

The initial financial assessment indicates that the facility would initially provide a positive although relatively small return on investment. This finding imitates the detailed pro forma the project team developed for a generic food hub in the region that realizes increasing returns by scaling up operations.⁵³ The goal would be to operate the facility eventually for at least two shifts per day, which would provide the opportunity for an even higher rate of return.

⁵³ The Pro Forma Toolkit prepared for the Sacramento Valley Food Hub provides information on how to conduct a more detailed financial analysis for a food hub facility.

Line-Item Costs of Yuba Facility

Job-Cost-Center Category	Quantity	Units	Unit-Cost	Total Cost
BUILDING* (140 x 120 SF)	16,800	S.F.	70	1,205,366
Main Floor Building	16,800	S.F.	50	840,000
Production space, fresh pack	4,500	S.F.		
Cooler, raw produce (product)	3,240	S.F.		
Cooler, finished produce (goods)	1,935	S.F.		
Shipping dock & prestaging area	1,500	S.F.		
Workshop and corridor	2,475	S.F.		
Ambient storage - supplies	1,200	S.F.		
Ambient storage - produce (walnuts)	1,200	S.F.		
1st floor offices	750	S.F.		
Cold Store Doors, Horizontal Slide, 8x10, installed	3	EA.	9,456	28,368
Rapid Rollup Door, Staging Area, 8X10	1	EA.	12,000	12,000
Electrical Single Slide Door, Ambient Spaces, 8x8	3	EA.	4,562	13,686
Rollup Door, Conditioned Production space	1	EA.	5,210	5,210
Metal Rollup Door, Repair Shop, 12x12	1	EA.	3,050	3,050
Man doors, 3x8, cold store, installed	6	EA.	1,605	9,632
Dock equipment (doors, seals, levelers)	2	EA.	12,960	25,920
Offices & Employee facilities on 2nd Level	750	S.F.	50	37,500
Mezzanine (parts storage, second level)	845	S.F.	50	42,250
Depressed truck dock	1,850	S.F.	35	64,750
Slabs on grade w/canopy, outdoor refrigeration	2,800	S.F.	35	98,000
Unloading area	1,000	S.F.	25	25,000
<i>* Includes structures & general MEP (mechanical, engineering, plumbing)</i>				
REFRIGERATION*	25.71	TR	9,667	248,571
Pre-cooler unit, portable	1.00	EA.	30,000	30,000
Raw produce storage, 385 SF/TR	-	TR	8,500	71,532
Finished produce storage, 385 SF/TR	-	TR	8,500	42,721
Staging area & dock, 200 SF/TR	-	TR	8,500	63,750
Process area at 50 dF, 440 SF/TR	4.77	TR	8,500	40,568
<i>* includes materials and installation</i>				
PRODUCTION EQUIPMENT (FRESH PRODUCE AND VALUE ADDED)				694,897
OUTDOOR PRE-GRADING, 10 TONS/HR				107,044
Bin Dumper, used	1	EA.	2,000	2,000
Receiving hopper w/take-away conveyor	1	EA.	15,000	15,000
Transition conveyor	1	EA.	10,000	10,000
Size grader (e.g. Kerian)	1	EA.	28,674	28,674
Take-away conveyors, variable speed, 6 ft, 30" w	3	EA.	3,000	9,000
Telescopic transfer conveyor, totes	1	EA.	9,000	9,000

Job-Cost-Center Category	Quantity	Units	Unit-Cost	Total Cost
Bin fill lowerator	3	EA.	10,000	30,000
Floor platform scale	1	EA.	1,620	1,620
Peeweess/trash/cull take-away conveyor	5	LF	350	1,750
PACKING LINE FOR FRUITS & VEGETABLES	2	TON/HR		141,356
Receiving hopper w/cleated take-away conveyor	1	EA	5,500	5,500
Peeweess/trash/cull take-away conveyor	10	LF	350	3,500
Brush washer	0	EA	24,000	-
Peeler	0	EA	24,000	-
Combo washer/peeler (Magnuson), 1 Ton/Hr	1	EA	36,000	36,000
Sanitation system for the washer	1	EA.	7,560	7,560
Dewatering	1	EA.	7,000	7,000
Transfer conveyor (vibratory)	2	TON/HR	8,000	16,000
Take-away conveyors, variable speed, 6 ft, 30" w	3	EA.	3,000	9,000
Sorting conveyor	25	LF	1,000	25,000
Rotary packing table, 4 ft dia.	1	EA	4,000	4,000
Roller conveyor, caster stand, 12 ft, 30" wide	2	EA	9,000	18,000
Roller conveyor, caster stand, 24 ft, 24"-30" wide	0	EA	15,000	-
Metal detector & check weigher combo, used	1	EA	6,000	6,000
Inkjet coder, industrial	0	EA	1,615	-
Inkjet coder, handheld	2	EA	350	700
Carton closer/sealer, mechanical	0	EA	2,160	-
Carton sealer, handheld	2	EA	200	400
Labeler	1	EA	1,296	1,296
Manual scales	4	EA	350	1,400
WALNUT GLAZING LINE	200	LB/HR		83,766
Belt feeder	1	EA	8,359	8,359
Conveyor	1	EA	12,636	12,636
Blancher/roaster	1	EA	15,044	15,044
Spreading conveyor	1	LF	1,296	1,296
Take-away conveyor, variable speed, 6 ft, 30" w	2	EA	3,240	6,480
Kettles (sugar solution, cooking, oil solution)	3	EA	5,130	15,390
Coating tumbler	1	EA	2,160	2,160
Tray dryer	1	EA	10,000	10,000
Bagger, semi-mechanized, used	1	EA	5,000	5,000
Manual scales	4	EA	350	1,400
Metal detector & check weigher combo, used	1	EA	6,000	6,000
PRODUCTION RELATED SYSTEMS & EQUIPMENT	200	LB/HR		19,900
Traceability hardware (computer, scale, printer, etc.)	1	SET	8,000	8,000
Drip pans	80	LF	80	6,400
QC check weighing cart	1	EA.	1,500	1,500
Metal detectors	1	EA.	4,000	4,000
Box making machine	0	EA.	34,560	-

Job-Cost-Center Category	Quantity	Units	Unit-Cost	Total Cost
CONTRACTOR SERVICES	200	LB/HR		332,866
Mechanical Installation, Process Equipment	40	percent	324,766	132,866
Electrical Installation	800	Amps	250	200,000
FREIGHT	3	percent	324,766	9,965
PRODUCE HANDLING/STORAGE				91,200
Racks, Cooler, raw produce	168	position	200	33,600
Racks, Cooler, finished produce	96	position	200	19,200
Racks, ambient storage	192	position	200	38,400
FIRE PROTECTION				3,300
Sprinkler system	-	SF	2.8	-
Fire extinguishers - allowance	11	EA	300	3,300
Fire hydrant system	0	LF	200	-
Water tank	0	EA	52,000	-
Pump house	0	EA	50,000	-
Sprinkler system	-	SF	2.8	-
AUXILIARY SYSTEMS & EQUIPMENT				617,000
Power service (PG&E), 3/480, 1000 Amps	1	cnnect	50,000	50,000
NG service (PG&E), 2000 MBTUH, allowance	1	cnnect	50,000	50,000
CIP skid	0	EA.	75,000	-
Hot water pressure washer, electric, portable	1	EA.	12,000	12,000
Forklift trucks, electric, w/misc. attachments	1	EA.	36,000	36,000
Pallet jacks, electric	1	EA.	12,000	12,000
Pallet jack, manual	2	EA.	2,000	4,000
"Big Joe" lift truck	0	EA.	15,000	-
Forklift battery charging station	1	EA.	10,000	10,000
Floor scale, for pallets	1	EA.	12,000	12,000
Truck scale	0	EA.	75,000	-
Air compressor, packaged unit	15	HP	1,200	18,000
Compressed air piping system, installed	40	CFM	650	26,000
Water well	0	LOT	50,000	-
Water treatment system allowance	0	LOT	40,000	-
Wastewater treatment allowance	1	LOT	25,000	25,000
Septic system (for black sewer)	1	EA.	40,000	40,000
Site grading incl. for retention ponds & bldg pad prep.	1	LOT	80,000	80,000
Spent process water collection system	1	LOT	100,000	100,000
Storm water retention pond	0	EA.	180,000	-
Site fencing	1200	LF	15	18,000
Pavement (roads & parking)	40000	SF	2.5	100,000
OFFICE & EMPLOYEE SPACE				24,000
Furniture (allowance)	1	LOT	6,000	6,000
Computers & other hardware (allowance)	1	LOT	6,000	6,000
Lunch room equipment, counters & cabinets	1	LOT	12,000	12,000

Job-Cost-Center Category	Quantity	Units	Unit-Cost	Total Cost
Commissary kitchen (allowance)	0	LOT		-

MOBILIZATION				46,302
Permits, 0.5% OF VALUATION	1	prjct	12,326	14,302
Testings	1	prjct	7,000	7,000
Surveys, stacking, temporary facilities, etc.	1	prjct	25,000	25,000
ENGINEERING & MANAGEMENT				348,796
Design services	7%	prjct		203,465
Construction Management	5%	prjct		145,332
CONTINGENCY	10%			325,543
PROJECT VALUE (CAPITAL TO BUILD)*				\$ 3,580,976

* Does not include traceability & inventory software

Sales Tax Rate: 8% Yuba County

The County of Yuba

(386-0815) Appro... - 1 of 28

OFFICE OF THE COUNTY ADMINISTRATOR

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



ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/MS*
RE: Yuba County Board of Supervisors Responses – 2014-2015 Grand Jury Report
DATE: August 25, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors receive and approve the Board of Supervisors' responses to the 2014-2015 Grand Jury report for County Counsel Dual Representation, Emergency Preparedness of Yuba County, Mosquito Abatement Report, Yuba County Airport Safety, Yuba County Jail, and Yuba County Juvenile Facilities.

BACKGROUND

Each year, the Yuba County Grand Jury conducts evaluations and investigations of various entities and operations that serve residents at both the municipal and county levels. At the end of each session, the Grand Jury issues a comprehensive report that provides an overview of each investigation and subsequently offers Findings and Recommendations.

DISCUSSION

Of the evaluations and investigations conducted by the 2014-2015 Grand Jury, six are required to have responses from the Yuba County Board of Supervisors (refer to above). Attached to this memo are the Yuba County Board of Supervisors responses to findings and recommendations as required by law. No action is required by your Board for the responses from appointed and elected officials.

COMMITTEE ACTION

This item is presented to the full Board and was not presented at the committee level.

FISCAL IMPACT

None



County of Yuba Board of Supervisors

(386-0815) Appro... - 2 of 28

District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Randy Fletcher

August 25, 2015

The Honorable Julia Scrogin
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: **RESPONSE TO 2014-15 GRAND JURY REPORT – “County Counsel Dual Representation”**

Dear Judge Scrogin:

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2014-15 Grand Jury Final Report – “County Counsel Dual Representation”. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. *During an interview with the Yuba County Airport management, Chief Deputy County Counsel appeared without an invitation and without any prior notice to the Grand Jury. The Chief Deputy County Counsel did not make the Grand Jury aware of his intended appearance. The Chief Deputy County Counsel was asked to leave the Grand Jury interview of the Yuba County Airport management. The Chief Deputy County Counsel immediately complied.*

The Grand Jury verified, via interviews, that during the past several years, the County Counsel has represented multiple departments regarding Grand Jury inquiries and

investigations without Grand Jury invitation. The Office of the County Counsel appears to be in violation of §934 of the California Penal Code.

California Penal Code §934(a) states, "Unless advice is requested...the County Counsel..., shall not be present during the sessions of the Grand Jury."

The Board of Supervisors agrees with this finding in part. The Chief Deputy County Counsel appeared without an invitation, there was no prior notice given to the Grand Jury, no notice was given to the Grand Jury regarding his appearance, the Chief Deputy was asked to leave the interview and the Chief Deputy complied, and the County Counsel has represented Grand Jury inquiries and investigations without Grand Jury invitation.

The Board of Supervisors disagrees with the allegation that the Office of the County Counsel violated Section 934 of the Penal Code. Upon examining the information provided in its report, the Grand Jury was not in session and actually referred to the incident occurring during an interview. While representing numerous clients, there may be an occasion that gives rise to a potential conflict. There does not appear to be a conflict in this case. The allegation of conflict is based simply on County Counsel also being the legal advisor for the subject of a Grand Jury investigation; therefore, a conflict should not be recognized.

- F2. *The County Counsel did not notify the 2013-2014 and current Grand Juries of its motion to terminate the Consent Decree of November, 1978. Such motion to terminate was filed by the County Counsel's office in 2013. The Consent Decree requires the Grand Jury to do an annual analysis of whether the jail is in compliance with the provisions of the Consent Decree and include the results in its yearly report. The 2013 motion to terminate the Consent Decree was denied April 2, 2014, by the 9th District Court of Appeals. The County Counsel filed a Notice of Appeal April 29, 2014. The current Grand Jury was not made aware of this Notice of Appeal.***

The Board of Supervisors agrees with this finding with respect to the Grand Jury not being made aware of the Notice of Appeal.

- F3. *The County Counsel's office created an apparent conflict of interest to the Grand Jury by offering unsolicited comments during its interview of the Yuba County Airport management. The Chief Deputy County Counsel volunteered comment to a Grand Jury question asked of the Yuba County Airport management, a department of the County. The question was directed to the manager of the airport. It became clear to the Grand Jury that the Chief Deputy County Counsel voluntarily appeared in the interview to represent the interest of the Yuba County Airport, even though the Grand Jury was informed his presence was to solely clear up any misunderstandings between***

the Yuba County Airport and the Grand Jury; that the County Counsel represents both the Airport and the Grand Jury.

The Board of Supervisors agrees with the finding that the County Counsel represents both the Airport and the Grand Jury. The Board of Supervisors disagrees with the apparent conflict of interest cited by the Grand Jury. As stated in Finding #1, a conflict should not be recognized.

- F4. *The Grand Jury was informed by the County Counsel that the County Counsel represents the Board of Supervisors, 28 County departments, 43 special districts, and the Grand Jury. The Office of the County Counsel appears to be in violation of the State Bar of California; Rule 3-310.***

Current Rules of the State Bar of California; Rule 3-310-Avoiding the Representation of Adverse Interests. Rule 3-310(C) provides, in part: "A member shall not, without the informed and written consent of each client: (1) Accept representation of more than one client in a manner which the interests of the clients potentially conflict; or (2) Accept or continue representation of more than one client in a manner in which the interests of the clients actually conflict..."

Explained in: Walker v. Berkeley, supra, 951F.2d 182, 184 "... (1) that an attorney for a governmental entity usually has only one client, namely, the client itself, which acts through constituent sub-entities and officials..."

The Board of Supervisors disagrees with this finding. While representing numerous clients, the Office of County Counsel in this case does not appear to be in violation of State Bar Rule 3-310. The Grand Jury may seek advice from County Counsel (or the assigned Judge of the Court or the District Attorney or the Attorney General); however, there is no evidence the Grand Jury sought advice from County Counsel on this matter involving the Airport Manager.

RECOMMENDATIONS

- R1. *The Grand Jury recommends County Counsel follow California Penal Code §934(a) and Rule 3-310. County Counsel should be directed by the Yuba County Board of Supervisors to budget from the existing County Counsel budget a retained attorney to be available to the Grand Jury and to any department of the County when a possible conflict of interest is created by following California Penal Code §936. (See F1, F3)***

California Penal Code §936. Special counsel and investigators states: "When requested to do so by the Grand Jury of any County, the Attorney General may employ special counsel and special investigators, whose duty it shall be to investigate and present the evidence in such investigation to such Grand Jury. The services of such special counsel and special investigators shall be a county charge of such County."

The recommendation has been implemented with regard to County Counsel following the above stated penal code section and the State Bar rule, as it is believed the County Counsel does follow this rule.

Regarding the second recommendation listed in R1, the recommendation to direct the County Counsel to budget a retained attorney to be available to the Grand Jury will not be implemented because it is not warranted. There are several alternatives in which the Grand Jury can request legal counsel in accordance with the law and without violating State Bar rules. As stated in the Yuba County Grand Jury's own handbook, Page 5, "You may at all times ask the advice of the Court, District Attorney and the County Counsel."

- R2. *In accordance with the Consent Decree of 1978, the County Counsel, as well as the Yuba County Sheriff, shall ensure that all current Grand Juries are made aware of the yearly requirement for the Grand Jury to perform an annual assessment of the jail's compliance with all provisions of the Consent Decree of November 1978. (See F2)***

The recommendation has not yet been implemented but will be within the next year. The Sheriff, as he has indicated in his Grand Jury response, will provide a copy of the Consent Decree to the Grand Jury. The Consent Decree states the request of the Grand Jury to conduct an annual assessment.

- R3. *The County Counsel should seek an ethics opinion from the State Bar as to potential conflicts of interests in simultaneously representing the County of Yuba, the Yuba County Sheriff, the Yuba County Jail, and the Yuba County Grand Jury. (See F3)***

The recommendation will not be implemented because it is not warranted. As indicated previously in numerous findings, it is apparent no conflict occurred.

- R4. *The County Counsel should abstain from representing the Grand Jury and other County departments if there is a potential conflict of interest. (See F4)***

Current Rules of the State Bar of California: Rule 3-310-Avoiding the Representation of Adverse Interests. Rule 3-31(C) provides, in part: "A member

shall not, without the informed and written consent of each client: (1) Accept representation of more than one client in a manner which the interests of the clients potentially conflict: or (2) Accept or continue representation of more than one client in a manner in which the interests of the clients actually conflict..."

The Board of Supervisors agrees with this recommendation and feels it has already been implemented, as there is no expectation the County Counsel will not refrain when an apparent conflict exists.

The Board of Supervisors thanks the 2014-15 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Mary Jane Griego, Chairperson
Yuba County Board of Supervisors



County of Yuba Board of Supervisors

(386-0815) Appro... - 7 of 28

District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Randy Fletcher

August 25, 2015

The Honorable Julia Scrogin
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: **RESPONSE TO 2014-15 GRAND JURY REPORT – “Emergency Preparedness of Yuba County”**

Dear Judge Scrogin:

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2014-15 Grand Jury Final Report – “Emergency Preparedness of Yuba County”. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. *In October 2014, current Grand Jury members observed a portion of the Operation Slow Rise training exercise. The Office of Emergency Services (OES) operates in a proactive, professional, and well-organized fashion. OES leads the effort in coordinating emergency responses in Yuba County whether it is flood, fire, traffic, rail, chemical, or any other like disaster. (www.co.yuba.ca.us/Departments/OES/)*

The Board of Supervisors agrees with this finding.

- F3. *The Emergency Operations Center located at the County Government Center, (915 8th Street, Marysville, CA) is convenient for training given the number of County employees that participate in the training exercises. However, its physical location is at-risk due to its close proximity to an active railroad line, inter-regional State Highway 20, and within the confines of the Marysville levee system.***

The Board of Supervisors agrees with this finding.

RECOMMENDATIONS

- R1. *The County Office of Emergency Services should continue with their proactive, professional, and well-organized approach to training and coordination of emergency service activities. (See F1)***

The recommendation has been implemented and the Board of Supervisors would like to thank the Grand Jury in recognizing the inclusive and dedicated approach to emergency services activity by our employees.

- R3. *The Yuba County OES and the Board of Supervisors give careful consideration to relocating the Emergency Operations Center to a location with less exposure to disruption impacting the ability to respond to a disastrous event, should one occur, on the adjacent railroad line, State Highway 20, or breach in the Marysville levee system. (See F3)***

The recommendation will not be implemented because it is not warranted. We very much appreciate the Grand Jury's thoughtful recommendation on behalf of our residents. Careful consideration has been given considering the priority we place on our emergency services. The Board is aware of the potential hazards associated with the location of an EOC and have determined our system design, which consists of alternate sites and plans, will serve residents and those responding to the EOC very well. Significant investments have been made in the Mobile Incident Command Vehicle, which is equipped to perform the same functions as the EOC. The new Sheriff's Facility on Yuba Street in Marysville has emergency dispatch located on the second floor, along with their Emergency Operations Center and back-up power.

The Board of Supervisors thanks the 2014-15 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Mary Jane Griego, Chairperson
Yuba County Board of Supervisors



County of Yuba Board of Supervisors

(386-0815) Appro... - 10 of 28

District One ~ Randy Vasquez
District Two ~ John Nicoletti
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August 25, 2015

The Honorable Julia Scrogin
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: **RESPONSE TO 2014-15 GRAND JURY REPORT – “The Mosquito Abatement Report”**

Dear Judge Scrogin:

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2014-15 Grand Jury Final Report – “The Mosquito Abatement Report”. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. *The Yuba County Grand Jury finds that the Sutter Yuba Mosquito and Vector Control District (SYMVCD) appears to be in compliance with their Best Management Practices manual. Genetically modified mosquitoes released into areas of concentrated West Nile Virus (WNV) cases could reduce the overall occurrences of the virus over time. Each year, the District prepares for the coming season utilizing a set of standards contained within a document called Best Management Practices Manual. The document is assembled from a number of sources including scientific literature, state and inter-agency documents, and experienced vector control professionals. Other procedures contained within this document come from District affiliates, the California*

Department of Fish and Game, and the U.S. Fish and Wildlife Service, specifically, a document titled: Environmental Effects of Mosquito Control appendix K4.

The Grand Jury relied on the SYMVCD website for this report.

(<http://www.sutteryubamvcd.org/Public%20Health%20Pesticide%20Application%20Notification.asp>)

A further example of the proactive nature of the District is that several members of the Board of Trustees and employees attend conferences held around the country sponsored by various mosquito abatement associations and districts. At its annual conference last fall the Florida Mosquito Control Association's four day meeting featured a representative from a company called Oxitec. The representative presented a lecture on the subject of genetically modified mosquitoes that could be used to reduce the number of biting female mosquitoes in an environment. Briefly, the way it works is Oxitecs workers begin by modifying a select swarm of mosquitoes that manually remove females, aiming to release only males, which feed on nectar and don't bite for blood like females. The modified males then mate with wild females whose offspring die, reducing the population. This technique is currently limited to Aedes Aegyptus mosquitoes which carry Dengue, and Chikungunya viruses. Oxitec is awaiting permission to release its modified mosquitoes this spring in Key Haven Florida, a neighborhood of more than 400 homes closely clustered on a relatively isolated peninsula at the north end of Key West. There are ongoing concerns that accompany any discussion which involves genetic modification of plants or animals. While genetic manipulation of any species of mosquitoes is still in its relative infancy, the mosquitoes responsible for transmitting WNV are just now getting attention from geneticists within the scientific community. The primary reason for low priority of concern over WNV is that compared to Malaria, West Nile Virus is not only survivable, but is much less debilitating, especially in the long term.

The District provides plenty of detailed information on all of its operations on its website. The already abundant information is soon to be updated. The public's ability to report and request assistance with problems relating to mosquito or other vector issues, or just obtain information, can be easily addressed online or by calling the District's office.

The Board of Supervisors agrees with this finding.

RECOMMENDATIONS

- R2. The Grand Jury recommends that the Sutter Yuba Mosquito and Vector Control District not only continue furthering its proactive approach to the control of mosquitoes, but explore next generation abatement techniques such as genetic modification of WNV transmitting mosquito species.***

The Board of Supervisors is very appreciative of the outstanding work done by the Sutter Yuba Mosquito and Vector Control District staff. Based upon information contained in the Grand Jury report and findings, it appears the recommendation has been implemented and the District will continue to explore techniques associated with WNV.

The Board of Supervisors thanks the 2014-15 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Mary Jane Griego, Chairperson
Yuba County Board of Supervisors



County of Yuba Board of Supervisors

(386-0815) Appro... - 13 of 28

District One ~ Randy Vasquez
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District Five ~ Randy Fletcher

August 25, 2015

The Honorable Julia Scrogin
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2014-15 GRAND JURY REPORT – “Yuba County Airport Safety”

Dear Judge Scrogin:

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2014-15 Grand Jury Final Report – “Yuba County Airport Safety”. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. *The 2013-2014 Grand Jury found that there was “no formal accident response plan for the Yuba County Airport.”*

The Yuba County Administrative Services Director and the Yuba County Airport Manager responded to the finding:

“Disagree. There is a posted ‘in an emergency’ placard in every hangar to call 911 in an emergency, and a plan filed with all emergency responders in the area (including the FAA and the Yuba County Sheriff).”

The Yuba County Board of Supervisors responded to the same finding:

“The Board of Supervisors disagrees with this finding. Plans are on file with local emergency responders, particularly fire.”

The 2014-2015 Grand Jury interviewed the Yuba County Airport primary and secondary fire responders, and the Yuba County Office of Emergency Services. All three agencies stated that there is no formal accident response plan for the Yuba County Airport.

The Board of Supervisors partially disagrees with the finding. Emergency and corrective action contacts and telephone numbers for fire responders and law enforcement have been sent in the past to these jurisdictions with the most recent being sent on June 1, 2015. Regarding emergency response plans, it is incumbent on the first responders to coordinate an incident response as they are the subject matter experts in protecting public safety and property should an incident occur.

F2. *The 2013-2014 Grand Jury found that there was “no planned Yuba County Airport related exercises with local emergency responders.”*

The Yuba County Administrative Services Director and the Yuba County Airport Manager responded

“The airport and the local jurisdictions (primarily fire) do conduct emergency response drills and exercises at the airport at various times of the year. And Administrative Services has been working with the Office of Emergency Services to schedule multi-jurisdictional emergency response exercises.”

The Yuba County Board of Supervisors responded to the same finding:

“In addition, Yuba County Emergency Services is planning an emergency response exercise for the airport during the current fiscal year.”

The 2014-2015 Grand Jury interviewed the Yuba County Airport primary and secondary fire responders, and the Yuba County Office of Emergency Services. All three agencies stated that there have been no planned airport response drills or exercises with the Yuba County Airport for the last several years. In October 2014, a multi-jurisdictional emergency Slow Rise Flood response exercise was conducted; however, it was not directed to the Yuba County Airport emergency response capability.

The Board of Supervisors agrees with this finding. It is important to note that while Airport emergency response exercises are very important, numerous emergency response preparedness activities are and have also been in the queue. Regardless, the Board will encourage representatives of agencies that are the first responders, the Yuba County Office of Emergency Services, and the Yuba County Airport to prioritize the scheduling of an exercise.

F4. *The 2013-2014 Grand Jury recommended “the ultra-lights be moved to the west side of runway 14/32 where safer operations with other aircraft at the airport would be improved.”*

The Yuba County Administrative Services Director and the Yuba County Airport Manager responded:

“This recommendation will not be implemented. This would require ultralight flyers to relocate onto actual airport property which would cause greater potential for conflict with aircraft, and would also put them in conflict with County ordinance which prohibits their use on actual airport operational land.”

The Yuba County Board of Supervisors responded to the same finding:

“This recommendation will not be implemented. This would require ultralight flyers to relocate onto actual property which would cause greater potential for conflict with aircraft, and would also put them in conflict with County ordinance which prohibits their use on actual airport operational land.”

County of Yuba Ordinance Chapter 2.110.130 AIRPORT RULES AND REGULATIONS, adopted December 16, 2008 states, “...No motorless aircraft or ultralight vehicles as defined by FAR (Federal Aviation Regulations) Part 103 (<http://www.ultralighthomepage.com/CFR.part103.html>) may land or take off at the Airport without prior permission of the Airport Manager...” (See Figure 2)

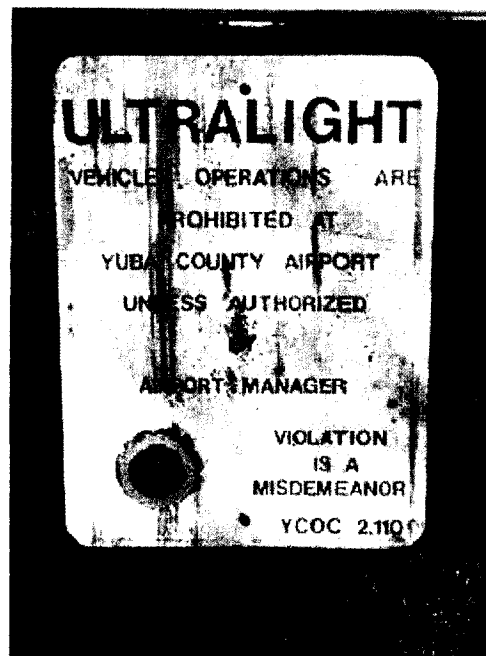


Figure 2. Sign located at main entrance at Yuba County Airport.

The Grand Jury is puzzled why the Airport Management has not exercised the authority provided in the aforementioned ordinance to relocate the ultralight operations to a safer, more suitable location.

Pilots interviewed by the Grand Jury voiced safety concerns regarding the in-flight conflicts between ultralights and other aircraft operating at the Yuba County Airport.

Pilots stated they have observed ultralights crossing over the runways and approach/departure zones. Ultralights operate at a much slower speed, have a much slower maneuvering response time, and because of their small size, are very difficult to see.

It was reported to the 2014-2015 Grand Jury that most ultra-light activity occurs along the Feather River which is west of the Yuba County Airport. The interview with an FAA representative confirmed that moving ultralight activities west of runway 14/32 would eliminate their potential runway crossings and greatly improve the safety of ultralight operations and other aircraft operating at Yuba County Airport.

The Board of Supervisors agrees with F4, that the 2013-2014 Grand Jury made a recommendation to the County to move ultralight operations to the west side of runway 14/32. A more detailed response to the Finding is contained in Section R4.

F5. *The 2013-2014 Grand Jury recommended “The Administrative Services Director revise and update the Airport Manager Job Description to reflect current duties and responsibilities.”*

The Yuba County Administrative Services Director and the Yuba County Airport Manager responded:

“This recommendation will be implemented. The Administrative Services Director will coordinate with the Director of Human Resources to review the class specification for the Airport Manager and determine if any updates are needed. This will be done within 30 days.”

The Yuba County Board of Supervisors responded to the same finding:

“This recommendation will be implemented by requesting a review of the job specifications immediately with the intent to complete the review by the end of the current fiscal year.”

The 2014-2015 Grand Jury conducted an interview with the Yuba County Administrative Services Director on March 26, 2015. The Airport Manager’s class specification review (job description) as of that date was still not complete. The Yuba County Administrative Services Director is in violation of Penal Code §933.05 (b)(2).

The Board of Supervisors disagrees with the finding(s):

- Regarding the Grand Jury’s allegation that a public official violated Penal Code, we find it is inappropriate and on its face an irresponsible accusation. The public official in this case adhered to the mandate of the Penal Code with his response according to Section 933. Even if the public official did not complete the action timely, he adhered to the letter of the Penal Code. In addition, the class

specification was updated in the 14-15 Fiscal Year as the Board indicated in its response.

RECOMMENDATIONS

- R1. *The 2014-2015 Grand Jury recommends the Yuba County Board of Supervisors immediately directs the Yuba County Office of Emergency Services (OES) develop a formal accident response plan in coordination with all local emergency responders for the Yuba County Airport. (See F1)***

The recommendation will not be implemented because it is not reasonable. The Yuba County Office of Emergency Services is not responsible for developing accident response plans. While an appropriate recommendation from the Grand Jury, it is not the responsibility nor within the scope of the Yuba County Office of Emergency Services' duties.

- R2. *The 2014-2015 Grand Jury recommends the Yuba County Board of Supervisors immediately directs local districts (primarily fire) conduct emergency response drills and exercises in coordination with Yuba County Airport management at the Yuba County Airport. The Grand Jury recommends the Yuba County Board of Supervisors immediately directs the Yuba County OES include the Yuba County Airport in all multi-jurisdictional emergency response exercises. (See F2)***

There are two recommendations included within R2:

The 2014-2015 Grand Jury recommends the Yuba County Board of Supervisors immediately directs local districts (primarily fire) conduct emergency response drills and exercises in coordination with Yuba County Airport management at the Yuba County Airport.

The recommendation has not yet been implemented but will be implemented within the current fiscal year. It should be noted that the local districts referred to do not fall under the jurisdiction of the Board of Supervisors; however, contact with these agencies regarding the recommendation will be initiated.

The Grand Jury recommends the Yuba County Board of Supervisors immediately directs the Yuba County OES include the Yuba County Airport in all multi-jurisdictional emergency response exercises. (See F2)

The recommendation will not be implemented because it is not warranted. The Board of Supervisors recognizes the importance and validity of the Grand Jury's recommendation to the County to be inclusive in emergency response exercises. At the same time, we strive to be efficient with the resources we have. Certain emergency exercises do not necessitate including Airport management. We feel the County's emergency preparedness actions lead the way in innovation and collaboration with all appropriate

agencies. The department head for the Airport is included in emergency response exercises, in a critical role.

R4. *The 2014-2015 Grand Jury recommends the Yuba County Board of Supervisors direct Airport management to immediately move the ultralight operations to an area west of runway 14/32, to a safer and more suitable location. (See F4)*

This recommendation will not be implemented because it is not reasonable. Moving the operation to the west side of the Airport and Runway 14/32 could provide a safer environment. However, the properties to the southwest are an active industrial park with many businesses. That leaves the property to the northwest. Just outside the airport western boundary is a 30-acre vacant county industrial park. There is no access to the property other than one railroad overpass road to get to the Yuba County Animal Control Facility, where just beyond that property, the road access dead ends to the Airport perimeter fence. In addition, during the past year, a new County solar array project is being considered in a portion of that area.

Although the Grand Jury did comment that when speaking with the FAA that moving the operations to the west side could improve safety, it appears they are only looking at the airport properties map. It doesn't appear any consideration is given to the fact that there is no access for the public or individuals to the industrial park area.

Regarding what is or what is not authorized regarding ultralights;

Federal Aviation Administration Regulations, Part 103:

- An ultralight vehicle can be used for manned operation in the air by a single occupant.
- An ultralight vehicle can be used for recreation or sports purposes.
- Operators of ultralight vehicles are not required to meet any aeronautical knowledge, age, or experience requirements to operate those vehicles or to have airman or medical certifications.

Ultralights used for manned operation in the air can fly in and out of the Yuba County Airport and in other airports using standard flight procedures for that airport. That is authorized and they are considered like any other aircraft operating at the airport.

The activity at the Yuba County Airport related to use of property adjoining the airport are individuals that are not pilots, have no aviation experience, and are operating their ultralight vehicle for recreation or sports purposes. These individuals drive into the airport with their units (ultralight vehicle) in the back of a pickup or other truck, drive out to the field to get their equipment in place, and proceed to fly. The sign referenced by the Grand Jury is an attempt to advise those wanting to operate that they cannot just pick a location and fly. Allowing Blue Skies Powered Paragliding to operate in the designated area has provided more control as to whom and how individuals fly their machines. Blue Skies provides a training program to give operators an understanding of the proper rules; however, as students they are learning and do make mistakes.

In addition, the Yuba County Airport has an ultralight flight instructor that works with those students that want to operate their vehicle for manned operation in the air, have proper markings and registration of their vehicle, and are equipped with aircraft radios. These individuals are operating under standard flight rules for the Airport just like any other aircraft operating on the field, properly utilizing the runways and taxiways of the Airport and monitoring flight activity in the air.

- R5. *The Grand Jury recommends the Yuba County Board of Supervisors directs the Yuba County Administrative Services Director to ensure the Yuba County Airport Manager's job specification review (job description) is complete, as represented, by the end of the 2014-2015 fiscal year. (See F5)***

The recommendation has been implemented and a copy is available on Yuba County's website.

The Board of Supervisors thanks the 2014-15 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Mary Jane Griego, Chairman
Yuba County Board of Supervisors



County of Yuba Board of Supervisors

(386-0815) Appro... - 20 of 28

District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Randy Fletcher

August 25, 2015

The Honorable Julia Scrogin
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: **RESPONSE TO 2014-15 GRAND JURY REPORT – “Yuba County Jail”**

Dear Judge Scrogin:

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2014-15 Grand Jury Final Report – “Yuba County Jail”. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. *Longer periods of incarceration, due to the Realignment transfer of state prisoners to local facilities (Pulic Safety Realignment, 2013: <http://www.washingtonpost.com/blogs/wonkblog/wp/2014/11/9/your-complete-guide-to-obamas-immigration-order/#economy>), have increased the medical and mental health needs of inmates. The Mental Health Professional (psychiatrist), although available by phone, is on site only one day per week mainly to evaluate incoming inmates and update prescriptions. There are no non-emergency or ongoing mental health services available to the inmates. Inmates diagnosed as needing treatment at a state mental hospital wait for months to transfer. Suicidal inmates can stay in padded cells, with little or no comforts, for weeks. The California Department of Corrections and Rehabilitation advised;*

“Where there are options, however, it is recommended that there be a limit to the length of time an inmate can be housed in a safety cell. Title 15 requires medical and mental health checks and regular review by a watch commander for retention in a safety cell. Additionally, several large counties have established internal policies in this regard, saying that after 24 hours, the person may be removed either through a 5150 process or by placement somewhere else in the jail. Of course, extensive housing in a safety cell or sobering cell should be avoided to the greatest extent possible for mentally ill inmates as well as for all others.” (Jails and Mentally Ill: Issues and analysis, a briefing paper developed by the California Corrections standards Authority (CSA), pg. 26.

http://www.cdcr.ca.gov/CO%3cOP/docs/MENTALLY_ILL_IN_JAILS_PAPER.pdf

Additionally a Human Rights Watch Report states:

Yet most independent psychiatric experts, and even correctional mental health staff, believe that prolonged confinement in conditions of social isolation, idleness, and reduced mental stimulation is psychologically destructive. How destructive depends on each prisoner’s prior psychological strengths and weaknesses, the extent of the social isolation imposed, the absence of activities and stimulation, and the duration of confinement.” (Human Rights Watch report –III Equipped: U.S. Prisons and Offenders with Mental Illness, §VII paragraph <http://www.bjs.gov/content/pub/pdf/mhppji.pdf>)

Female inmates have a higher rate of mental health problems than the males: 75% of female inmates v. 63% of male inmates (Mental Health Problems of Prison and Jail Inmates, Highlights, U.S. Department of Justice, Bureau of Justice Statistics Special Report, from: <http://www.bjs.gov?content/pub/pdf/mhppi.pdf>).

The Board of Supervisors partially disagrees with several findings listed in F1. The County Administrator has been working with the Sheriff’s Department through the budget process to add mental health resources for the jail. Through collaborative efforts with Yuba-Sutter Mental Health, Sheriff’s Department and Community Corrections Partnership, mental health needs are being addressed. In addition, based on comments from the Sheriff’s Department, we find no basis for the finding that inmates are held in padded cells for weeks at a time.

The Board of Supervisors agrees with the finding related to transferring of inmates to a state mental hospital.

- F3. *The Consent Decree (Consent Decree, 1978: Derril Hedrick, et al. v James Grant, et al., US District Court for the Eastern District of California, CIVII, S-76-162 TJM) mandates a licensed Registered Nurse (RN) on site at least 15 hours per week; however, there is not a RN currently on staff. This is a violation of the Consent Decree §V A1, pg. 11. The need for a RN is even more vital with the extended stays caused by Realignment (Realignment – The Bottom Line by Board of State and Community Corrections, 2013, http://www.bscc.ca.gov/s_california_publicsafetyrealignment.php) as well as the change in housing the Immigration and Customs Enforcement (ICE) detainees (Your Complete Guide to Obama’s Immigration Executive Action, <http://www.washingtonpost.com/blogs/wonkblog/wp/2014/11/19/your-complete-guide-to-obamas-immigration-order/#economy>).***

The Executive Assistant in medical services advised that YCJ are considering several persons that have Physician Assistant (PA) credentials which will more than meet the requirement. However, a PA may not necessarily have nursing experience (A Patients Guide to the Physician Assistant, http://www.pg2pa.org/PA_NP.html); therefore, unless the PA also has RN certification, the PA will not satisfy the mandate listed in the Consent Decree for a RN. YCJ is also considering hiring a Nurse Practitioner, which would more than meet the requirements of the Consent Decree.

The Board of Supervisors partially disagrees with this finding that there is no RN currently on staff; however, the Sheriff’s Department is recruiting for a Physician’s Assistant.

- F7. *A copy of the Consent Decree has not been provided to the Grand Jury for an undetermined number of years, and was not provided to this year’s Grand Jury until the Grand Jury discovered the omission through a news report. This is in violation of the Consent Decree, §XV, Paragraph 4, pg. 49.***

The Consent Decree §XV (1978) holds the Law Enforcement Committee of each Grand Jury as responsible for monitoring jail compliance of the Consent Decree. There has been a failure of the parties to the Consent Decree to provide the Grand Jury with a copy of the Consent Decree as mandated by the Consent Decree.

The Grand Jury was unable to find a recent record of prior Grand Juries having been informed of the Consent Decree.

“The members of the Yuba County Grand Jury who serve on the Court and Law Enforcement Committee shall be provided each year with a copy of the Consent Decree so that they will know the minimum legal standards for conditions of

confinement in the Jail. The Grand Jury shall be requested to do an analysis of whether the Jail is in conformity with all provisions of the Consent Decree and include that analysis in its yearly report.” (Consent Decree, 1978, Derril Hedrick, et al. v. James Grant, et al., US District Court for the Eastern District of California, CIVIL, S-76-162 TJM §XV, paragraph 4, pg. 49)

The Board of Supervisors agrees with this finding.

- F9. *As observed during the Grand Jury’s tours of the jail, the physical layout of the jail raises safety issues for the staff and the inmates, most notably the section built in 1962 known by staff and inmates as the “dungeon”.***

The Board of Supervisors disagrees with this finding. Numerous inspections are conducted annually or bi-annually and none to our recollection has deemed the physical layout as raising safety issues for the staff and inmates.

RECOMMENDATIONS

- R1. *The Yuba County Jail Commander request and the Board of Supervisors approve a budget for a full-time licensed mental health counselor within the next budget cycle. (See F1)***

The recommendation has been implemented. Funding was identified prior to the release of the Grand Jury report and approved through the County budget process.

- R3. *Hire a full-time Registered Nurse or a full-time Nurse Practitioner for the medical unit to be on the job no later than October 15, 2015. This will bring the jail into compliance with the Consent Decree (1978). (See F3)***

The recommendation has not yet been implemented but will be in the future. The recruitment for a position to assist with medical needs is underway.

- R7. *The Yuba County Board of Supervisors, the County Counsel, and the Sheriff shall determine and name which agency will be responsible for delivering the Consent Decree to the Foreperson of the Grand Jury in the future. The Consent Decree will be provided to the new Grand Jury, along with a report as to how the Jail is complying with the conditions listed in the Consent Decree (1978). The Consent Decree and the report of compliance will be provided by July 30th of each year to the Grand Jury Foreperson. (See F7)***

The recommendation has been implemented and the Board of Supervisors agrees with the Sheriff that he should provide a copy of the Consent Decree to the Grand Jury.

- R9. *It is recommended that the Sheriff and the Board of Supervisors explore all available federal, state, county, and grant funding sources to build a new facility or upgrade the 1962 portion of the facility utilizing optimum architectural design for the safety and well-being of staff and inmates. This will assist the Correctional Officers in managing inmates and to meet the needs of the growing inmate population. (See F9)***

The recommendation has been implemented. The Sheriff has been working with the County Administrator to explore options related to all funding sources to determine if they are applicable to an expansion or new construction. After several planning discussions, the County is moving forward with a state grant opportunity.

The Board of Supervisors thanks the 2014-15 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Mary Jane Griego, Chairperson
Yuba County Board of Supervisors



County of Yuba Board of Supervisors

(386-0815) Appro... - 25 of 28

District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Randy Fletcher

August 25, 2015

The Honorable Julia Scrogin
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2014-15 GRAND JURY REPORT – “Yuba County Juvenile Facilities”

Dear Judge Scrogin:

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2014-15 Grand Jury Final Report – “Yuba County Juvenile Facilities”. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. *The surveillance system is inadequate to handle the security for Juvenile Hall. The 2010-2011 Grand Jury Report stated:*

“Members of the Grand Jury were told by Juvenile Hall’s Interim Superintendent that the surveillance system was “inadequate”. The current system has no recording capability, and there is a need for additional cameras to cover several high security/high liability areas of the property.”
(<http://www.yubacourts.org/sites/default/files/pdfs/GrandJury/GJR2010.pdf>)

The 2011-2012, 2012-2013, and 2013-2014 Grand Juries also found the surveillance system to be inadequate. The Probation Office and the Yuba County Board of Supervisors agreed with these findings.

*(<http://www.yubacourts.org/sites/default/files/pdfs/GrandJury/GJR2012.PDF>;
<http://www.yubacourts.org/sites/default/files/pdfs/GrandJury/GJR2013Resp.pdf>;
<http://www.yubacourts.org/sites/default/files/pdfs/GrandJury/GJR2014Resp.pdf>)*

All three Grand Jury reports recommended that the system be updated. Two responses advised that the cost was being examined and the third response advised that it was not cost effective at this time. As of this date the surveillance system has been 'inadequate' for more than five years and this security deficiency is not expected to be corrected for another three years, minimum. This security surveillance system does not have recording capability and too few cameras to cover several high security and high liability areas.

The Board of Supervisors agrees with this finding.

- F2.** *Staffing levels remain low which can create problems in the supervision of the juveniles when staff members take time off due to vacation or illness, however extra help employees are available to reduce overtime. The recommendation of the 2013-2014 Grand Jury has not been met.*

The Board of Supervisors agrees with this finding.

- F3.** *The 2014-2015 Grand Jury found insulation on a wall in the indoor recreation area continues to be in disrepair. No action has been taken to remedy this same finding from previous Grand Jury Reports.*

The 2011-2012 Grand Jury found:

“Members of the Grand Jury noted that there was damage to the exposed insulation within the indoor recreation area of the Camp Singer building. This building also houses classrooms, laundry facilities, as well as woodworking and construction classes.” (<http://www.yubacourts.org/sites/default/files/pdfs/GrandJury/GJR2012Resp.pdf>)

The 2012-2013 Grand Jury found that the facility was deteriorating due to inadequate funding and recommended that funding be allocated for maintenance. The Program Manager agreed and advised that there are many costly repairs and maintenance for

the facility and that they were looking into possible State funding.
(<http://www.yubacourts.org/suites/default/filespdfs/GrandJury/GJR2013Resp.pdf>)

The Board of Supervisors disagrees partially with this finding. The Grand Jury stated in Paragraph 1 of their response, “No action has been taken to remedy this same finding from previous Grand Jury Reports.” This is incorrect and a general inquiry about this topic would have indicated action we have taken. The County has spent a lot of effort and a fair amount of money looking at options for the gym and the wall insulation, including a test section of mesh netting to cover and protect the insulation.

RECOMMENDATIONS

- R1. *The Yuba County Board of Supervisors approves funds to upgrade the presently inadequate surveillance cameras to provide broader security. Although funding has been allocated for a new facility, it is not expected to be occupied for a minimum of three years. From the safety of the juvenile inmates, this deficiency must be corrected immediately. Further recommend that the Chief Probation Officer immediately, upon approval of funding by the Board of Supervisors, should direct installation of needed cameras. (See F1)***

The recommendation has not yet been implemented, but will be implemented in the future. It is anticipated that direction will be provided in July/August 2015 to the Chief Probation Officer, Chief Information Officer, and the Administrative Services Director to examine costs and procure a solution to the surveillance cameras. It is the intent of the Board of Supervisors to have draft solution(s) presented for our consideration and potentially funded during the 2015-2016 Fiscal Year.

- R2. *The Chief Probation Officer and the Facility Director immediately hire additional staff.***

The recommendation has been implemented and job offers have been made. The process for hiring a person to work in the institution is lengthy and changes to some of the requirements have recently been made, thus elongating the process.

- R3. *Repair the insulation in the indoor recreation area. (See F3)***

The recommendation has not yet been implemented, but will be implemented in the future. It is anticipated that direction will be provided in July/August 2015 to the Chief Probation Officer and Administrative Services Director to examine costs and procure a solution to the insulation. It is the intent of the Board of Supervisors to have draft

solution(s) presented for our consideration and potentially funded during the 2015-2016 Fiscal Year.

The Board of Supervisors thanks the 2014-15 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Mary Jane Griego, Chairperson
Yuba County Board of Supervisors



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

(387-0815) Adopt... - 1 of 116

DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

Date: September 15, 2015

To: Board of Supervisors

From: Scott Bryan
Emergency Operations Manager

Re: Adoption of Operational Area Emergency Operations Plan (EOP)

Recommendation:

It is recommended the Board of Supervisors adopt this revised County of Yuba Operational Area Emergency Operations Plan (EOP) as submitted.

Background:

The County of Yuba Operational Area EOP is a reference document. It is designed and developed to outline the roles and responsibilities that various agencies and organizations hold during an emergency that exceeds the capabilities of any one agency. The EOP is not designed to provide specific step by step instruction to individual agencies on how to conduct their respective operations. Rather, the EOP is designed as a framework to support multi-agency operations and response with and all hazards approach. Specific operational policy and procedures are identified in "Standard Operating Procedures" (SOP's) that are referenced and annexed in the EOP.

Your Board initially adopted this EOP in 1998 and approved an update to the EOP in 2008. This is a revision to the 2008 EOP which reflects current emergency management procedures and has had the necessary modifications needed for compliance.

Discussion:

All public agencies receiving federal preparedness funds (Homeland Security Grant, Emergency Management Performance Grant, Buffer Zone Protection Grant, etc.) are required to maintain compliance with NIMS. A NIMS compliant EOP will continue to serve the County in this effort.

Committee Action:

This item was approved by the Yuba County Operational Area Council (Disaster Council) on July 21, 2015.

Fiscal Impact:

There is no fiscal impact to the County in approving this EOP.

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

IN REFERENCE TO:

RESOLUTION NO.

RESOLUTION ADOPTING THE)
COUNTY OF YUBA OPERATIONAL)
AREA EMERGENCY OPERATIONS)
PLAN (EOP))

WHEREAS, the County of Yuba is committed to ensuring the health, safety and protection of its citizens; and

WHEREAS, the County of Yuba utilizes the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) to manage significant incidents; and

WHEREAS, the County of Yuba Operational Area has developed and updated an Emergency Operations Plan (EOP) to be used in preparing for, responding to and recovering from any emergency and/or disaster.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba accepts and adopts the updated County of Yuba Operational Area EOP.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the regular meeting thereof on the _____, day of _____ 2015, by the following vote:

AYES:


NOES:

ABSENT:

Chairman

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL

COUNTY OF YUBA



EMERGENCY OPERATIONS PLAN

ALL-HAZARDS

*Prepared by County of Yuba:
Office of Emergency Services*

*Originally Adopted and Published: 1997
Adopted: August 2015*



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Record of Review and/or Revision

Date Reviewed	Date Approved	Remarks
1997	1997	EOP developed and adopted
2004	Not applicable	Bi-annual review with minor changes
2008	2008	Reviewed and approved by Disaster Council / BOS
July 2010	Not applicable	Bi-annual review with minor changes
August 2012	Not applicable	Bi-annual review with minor changes
July 2015	7/21/15	Reviewed and approved by Yuba County Emergency Services Disaster Council
August 2015		Approved by BOS through resolution

2015 revision included a reformatting of the EOP for the sole purpose of ease of use. The position specific checklists have been removed from the basic plan and developed into a functional annex of the basic plan, identified as *Annex P: Operational Area Emergency Operations Center Position Checklists*.

Letter of Promulgation

COUNTY OF YUBA

EMERGENCY OPERATIONS PLAN

FOREWORD

This version of the Yuba County Operational Area Emergency Operations Plan (EOP) is both an update and revision to three previous plans developed for the County in 1997, 2004 and 2008. This plan shall be used as a functional guide and strategic planning resource for both the County and the incorporated cities therein. It is meant to reflect the most recent advances in emergency operations at the local, state and federal levels. The most significant change to date has been the incorporation of those citizens with disabilities and or access and functional needs, as well as a “Whole Community Approach” to the development and updating of Emergency Operations Plans per CPG 101v.2. This plan has been updated accordingly. This EOP is exercised and updated per feedback of an after action review process. After the plan has been updated accordingly it is vetted through the County Disaster Council.

There are four parts to the County of Yuba Emergency Operations Plan:

Part One is the basic plan. It describes the County’s emergency management organization, the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), roles, responsibilities, and administrative practices. It also provides a brief overview of the hazards faced in Yuba County. The basic plan is intended to be general in its application and provide for flexibility during response and recovery.

Part Two consists of an overview of the emergency management organization and how it functions during response and recovery operations. It provides a functional framework to implement SEMS and NIMS during response and recovery. Operational checklists can be found in *Annex P* of this document. It also provides an overview of public assistance programs.

Part Three contains a glossary of acronyms and definitions used in this plan.

Part Four is a compilation of County plans and hazard specific annexes that are sited as references to the Emergency Operations Plan and standard operating procedures (SOPs).

This plan is operational in design and should be used in conjunction with the State Emergency Operations Plan. It may also be cross referenced with the County of Yuba Multi-Hazard Mitigation Plan. The standard operating procedures listed in Part Four should be utilized as necessary. Departments within the County of Yuba and local governments who have roles and responsibilities identified in this plan are encouraged to develop emergency operations plans, detailed SOPs and emergency response checklists based on the provisions of this plan.

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COUNTY OF YUBA EMERGENCY OPERATIONS PLAN

PART I - BASIC PLAN

Purpose

The Emergency Operations Plan addresses the County's planned response to emergencies associated with natural, man-made and technological disasters. It provides an overview of operational concepts and identifies components of the County's emergency management organization within the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). It further describes the overall responsibilities of the local, state and federal entities for protecting life and property and assuring the overall well-being of the population.

Scope

The Emergency Operations Plan applies to all elements of the County of Yuba's emergency management structure during all phases of emergency management. The primary audience is intended to be emergency managers, department heads at the County level, emergency operations center staff and shall include officials from the incorporated cities, state and federal agencies. This Plan will provide those individuals general policy guidance for emergency management activities and interagency cooperation. The EOP should be used in conjunction with and support Standard Operating Procedures developed for the County and participating jurisdictions within the Operational Area.

Situation and Assumptions

The County of Yuba is located in the north eastern section of California's Central Valley. The County is included in the Governor's Office of Emergency Services Inland Region, Mutual Aid Region III. Fifty-seven miles in length and twenty-two miles at the widest point, the county's terrain is diverse. It includes forested mountains and watersheds that stretch to the valley floor below, rich in agricultural farmland. Beginning at thirty-five feet above sea level and rising to an elevation of 4820 feet, Yuba County encompasses 640 square miles and is bordered by Butte County, Sierra County, Plumas County, Nevada County, Placer County and Sutter County. The County of Yuba is comprised of three distinct physiographic areas; the mountain area with heavy snowfall, landslides, wildland fires and severe weather conditions; the foothill area which is subject to flash and localized flooding as well as wildland fires; and the valley area which is subject to localized flooding and levee failure.

The County has a total population of approximately 73,000 residents. There are two incorporated cities within Yuba County; Marysville and Wheatland. The City of Marysville serves as the county seat and is located at the confluence of the Feather and Yuba Rivers. The City of Wheatland is located approximately 12 miles to the southeast of the City of Marysville. The population of Marysville is approximately 12,000 and Wheatland is approximately 3,900 with rapid growth expected in the next few years. There is substantial population in the

unincorporated areas of the county with the largest communities known as Linda, Olivehurst, Beale Air Force Base, Loma Rica, Camptonville, Challenge, Dobbins, Oregon House, Smartsville, District 10, Strawberry Valley, Hallwood, Arboga and Brownsville.

There are three significant rivers running through the community; the Feather River, the Yuba River and the Bear River. Eighty nine miles of levee system are in place along the river banks to safeguard lives and the abundant agriculture lands. The Feather River is a 130 mile route that follows State Highway 70 and divides the Sierra Nevada and Cascade Mountain Ranges. The Yuba River originates at the crest of the Sierra Nevada, threading its way down hundreds of miles of canyons to join the Feather River at a confluence that stands only sixty-seven feet above sea level. It drains 1,357 square miles of watershed that reaches nearly thirty-five miles in width. The Bear River flows westerly along the southern most boundary of Yuba County.

There are three broad categories of hazards which threaten the County of Yuba: natural, technological and domestic security threats.

Natural Hazards

- Floods and levee failures
- Wildland fires
- Extreme weather
- Landslides
- Earthquakes

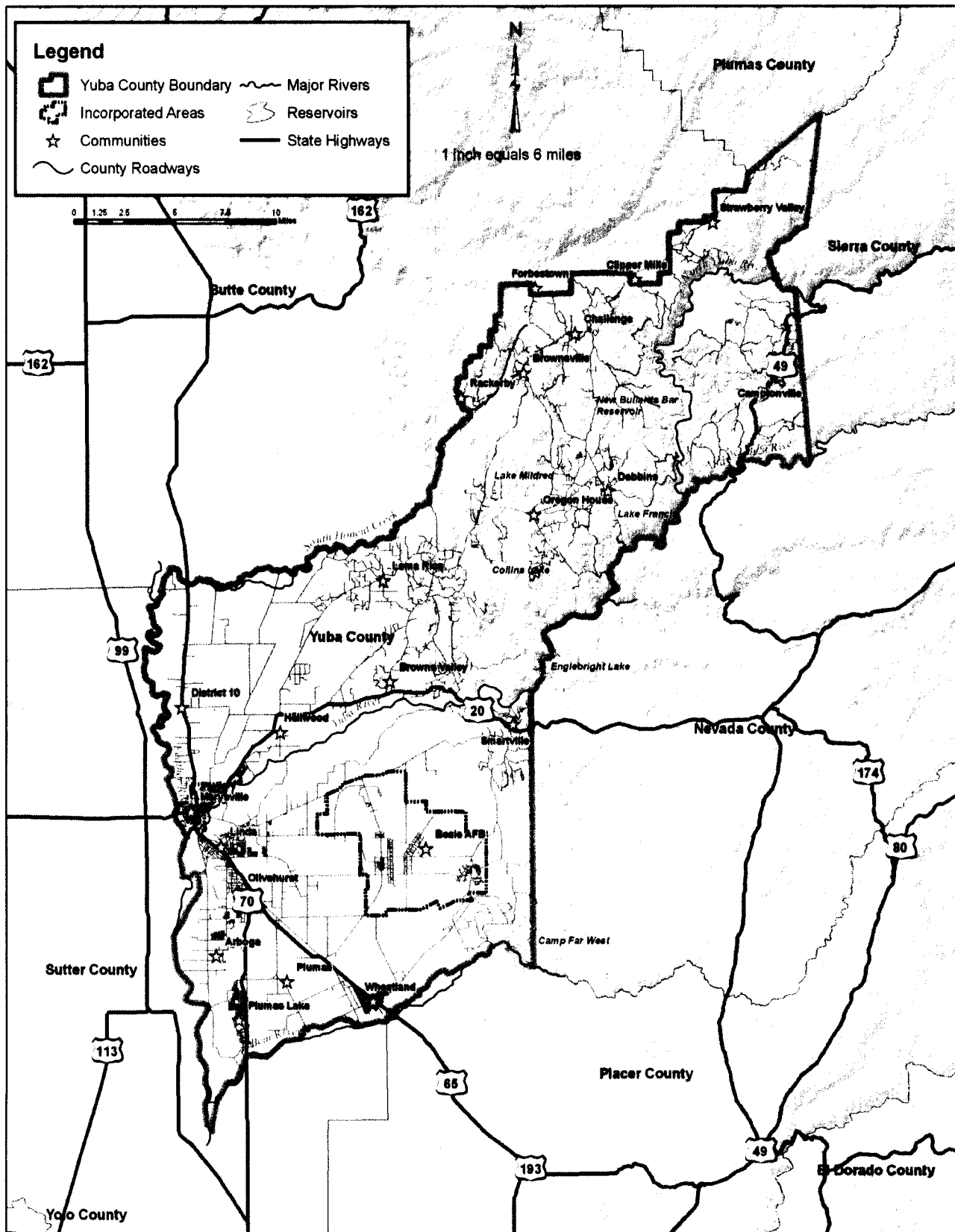
Technological Hazards

- Dam failure/uncontrolled releases
- Power failure
- Hazardous material
- Transportation emergencies
- Train accident
- Airplane crash
- Petroleum and natural gas pipeline failure
- Multi-casualty incident
- Camp Beale Ordnance

Domestic Security Threats

- Civil unrest, violence
- Terrorism
- Declaration of war

Map 1: Yuba County



HAZARD SUMMARY

Flood

Historically, the single most significant threat in the County of Yuba has been flooding. Most of the populated valley areas are surrounded by an extensive levee system, maintained by independent local levee districts and reclamation districts, overseen by the U. S. Army Corps of Engineers, California Department of Water Resources, and the Bureau of Reclamation. The legendary floods of 1862 and 1876 emphasized the need to develop systems to protect lives and property. By 1875, Marysville began to surround itself with levees. Old Bullard's Bar Dam was built from 1922-1924, and the Narrows Dam and Englebright Reservoir were built prior to 1945. In 1950 the Yuba River broke through the banks at Hammonton and flooded southern Yuba County. Tropical storms hit in 1955 causing widespread flooding with water reaching the tops of the levees in Marysville and resulted in the deaths of 40 people downstream. Plans for the New Bullard's Bar Dam were developed in response and the dam was completed in 1969. The 1986 levee failure at the Yuba River resulted in the death of one person and over 95 million dollars in property damage. Yuba County experienced another levee break in 1997 in which three people died and forcing the evacuation of more than 30,000 residents.

Wildland Fire

On an annual basis between May through October, the foothill areas of Yuba County face a serious threat from wildland fires. Fires have destroyed thousands of acres of property and vegetation in the County. Virtually one half of Yuba County is susceptible to wildland fires; the area from Loma Rica to Challenge and Camptonville are particularly vulnerable. High temperatures, low humidity, and high winds may exacerbate the potential for wildland fires.

The County of Yuba does not operate its own fire department. Fire protection is provided by CAL FIRE, municipal fire agencies, and special districts. The Governor's Office of Emergency Services, Operational Area Fire Coordinator has been designated to coordinate SEMS fire functions or assign this function to County staff. Some of these functions may be supplemented by CAL FIRE or local fire departments as necessary.

Dam Failure

Dam failures can result for a number of natural or manmade causes. There are four dams in Yuba County and one in Butte County to the north, that pose a significant threat if they were to fail.

- New Bullards Bar Dam owned and operated by the Yuba County Water Agency;
- Englebright Dam (The Narrows Project) which is owned and operated by the U.S. Corps of Engineers;
- Virginia Ranch Dam (Collins Lake) owned and operated by Browns Valley Irrigation District;
- Camp Far West owned and operated by the South-Sutter Water District
- Oroville Dam: The County of Yuba is vulnerable to potential dam failure, uncontrolled release from the spillway and flooding from Oroville Dam, to the north in Butte County.

The Federal Energy Regulatory Commission (FERC) has reviewed and approved comprehensive Emergency Action Plans (EAP) for each of these dams. The EAP is intended to minimize the threat to public safety and to minimize the response time to an impending or actual sudden release of water from project dams. The EAP includes information needed to provide emergency notification when water releases may present a potential for major flooding. It is the responsibility of the owner/operator of each dam to update the EAP and distribute to stakeholders on a yearly basis, as a revision. If a large revision is needed a new EAP may be reissued. EAPs for the following dam projects are maintained and updated in the Yuba County Emergency Operations Center:

Table 1: EAPs for Dam Projects

TITLE	FERC #	LAST REISSUE
Camp Far West - Dam Hydro Project	2997	11/2009
Combie Project - Van Giesen Dam	2981	12/2011
Drum-Spaulding Project	2310	12/2013
Narrows Project	1403	12/2010
Oroville Facilities - DWR - CA State Water Project	2100	10/2010
Scotts Flat Dam	5930	12/2011
South Feather Water & Power Agency	2088	08/2010
Virginia Ranch Dam	3075	11/2009
Yuba-Bear River Project	2266	12/2011
Yuba County Water Agency	2246	11/2012

The County of Yuba Office of Emergency Services also partners with the Governor's Office of Emergency Services (Cal OES) to meet the requirements of Government Code 8589.5 of the Emergency Services Act. This program does not deal with structural integrity of dams but does ensure that smaller, non-FERC licensed dams are identified and that proper inundation planning has been taken by the County of Yuba. The goal is to prevent loss of life resulting from a dam failure by establishing procedures for the evacuation, control and reentry of populated areas at risk below dams.

Beale Air Force Base

The former Camp Beale is located approximately 20 miles east of Marysville in the northern California foothills. In 1942 the Department of Defense purchased 87,000 acres to use as a full service combat training facility to test various types of ordnances. In 1959 through 1965, 64,000 acres were sold to the public, keeping 23,000 acres for Beale Air Force Base (AFB).

Unexploded ordnance, a consequence of previous military training, does pose some risk to the local community. A memorandum of understanding (MOU) with Beale AFB for use of their Explosive Ordnance Disposal (EOD) team is located in the appendix of this plan.

Since 1992 the Air Combat Command has been stationed at Beale Air Force Base with the Phased Array Warning System (PAVE PAWS) Radar Site, designed to detect possible missile attack and track global satellites. Beale AFB is home to the U-2 Reconnaissance Aircraft, the T-38 Jet Trainer, and the KC-135 Tanker. The first Global Hawk came to Beale in 2004. The base

currently covers nearly 23,000 acres and is home for over 7,000 military, civilian and contract personnel.

Primary Transportation Routes

State Highways 65, 70 and 49 (north and south) and State Highway 20 (east and west) are the most significant transportation corridors. Large quantities of hazardous materials are transported on routes throughout the county, but the product quantities are not known.

Two major railways pass through the most populated areas of the county and are on elevated rail systems, the Southern Pacific (SP) and Union Pacific (UP) Railroads. The rail systems run north and south from Oregon to Southern California. The transportation of goods, including hazardous materials has increased on both routes since this plan was last revised.

Industry

Agriculture and Agribusiness are the primary industry for the County. There are areas of light industrial development at the Yuba County Airport that pose some risk in regard to hazardous materials. The most significant hazardous materials concern is the railway and highway transport coming through the most populous areas of the county.

Public Services/Systems and Facilities

If a major disaster/event were to occur it could have a significant effect on services, systems and facilities that serve the needs of the citizens of the county. Utilities, public transportation and public works projects could all be impacted thus effecting the population.

Damage or the loss of Rideout Hospital in Marysville could have serious consequences to the treatment and handling of patients during a major disaster in the urban areas of Yuba County. A large scale disaster could seriously reduce the number of beds available and may create the need for support from other medical facilities.

Earthquakes, civil unrest and acts of war could impact either segments or the total population of the Operational Area.

Summary Natural Hazards in Yuba County

The information included below was references from the *Yuba County Multi-Jurisdictional Local Hazard Mitigation Plan (MHMP)* published in March 2015

Summary of Hazards

Table 2: Priority Natural Harards in Yuba County

Hazard	Probability of Future Occurrence	Significance/Priority Hazard
Earthquake	Occasional	Medium
Flood	Likely	High
Severe Weather	Highly Likely	High
Wildfire	Likely	Medium
Volcano	Unlikely	Low

Vulnerability Assessment

Table 3 shows the total population, number of structures and assessed value of improvements to parcel by jurisdiction for the County of Yuba.

Table 3: Total Exposure to Hazards

Jurisdiction	Exposed Population	Buildings	
		Number	Value
Yuba County Unincorporated Areas	55,768	24,170	\$2,348,331,683.00
City of Marysville	12,465	3,606	\$471,880,611.00
City of Wheatland	3,922	1,198	\$164,002,401.00
Yuba County Water Agency	55,768	24,170	\$2,348,331,683.00

Source: Yuba County GIS, Assessor Roll

PHASES OF EMERGENCY MANAGEMENT

Emergency management activities during peacetime and national security emergencies are often associated with the four emergency management phases indicated below. However, not every disaster necessarily includes all indicated phases.

Preparedness

The preparedness phase involves activities undertaken in advance of an emergency. These activities develop operational capabilities and effective responses to a disaster. Disaster plans are developed and revised to guide disaster response and increase available resources. Planning activities include developing hazard analyses, writing mutual aid agreements, training response personnel, and improving public information and communications systems. As a crisis begins to develop, government takes action to prepare a response and enters a phase of preparedness identified as **Increased Readiness**. Actions taken during the buildup of a crisis situation are designed to increase an organization's ability to respond effectively to an identified disaster. Increased readiness actions include briefing government officials, reviewing plans, preparing information for release to the public, updating resource lists, and testing warning and communications systems.

Response

When an emergency is identified and expected to occur, actions are taken to minimize adverse effects on life and property. **Pre-Impact** actions may include advising the incorporated cities, concurrent Operational Areas and The Governor's Office of Emergency Services of response actions planned, evacuation of threatened populations to safe areas, mobilizing personnel and pre-positioning resources and equipment, proclamation of a Local Emergency by local authorities and activation of the Emergency Operations Center.

During **Immediate Impact**, emphasis is placed on saving lives and property, getting control of the situation and continuing to minimize the effects of the disaster. Immediate response is

accomplished within the affected area by local government agencies and segments of the private sector. A greater level of detail will be needed for information disseminated to the public. The need for mutual aid requests will be assessed. Incident Command Posts will be established and the EOC will be operational. An Incident Action Plan will be developed at the EOC. The Governor's Office of Emergency Services may also activate the Regional Emergency Operations Center or the State Operations Center (SOC), both of which are located in Sacramento. The REOC and SOC will support the Yuba County Operational Area, The Governor's Office of Emergency Services Regions, state agencies and other entities in the affected areas and ensure the broad coordination of emergency response.

As the emergency continues the County will address a **Sustained Impact**. During this phase assistance is provided to victims of the disaster and efforts are made to reduce secondary damage. Regional or statewide mutual aid may be provided to assist with these efforts. Response support facilities may be established. The resource requirements continually change to meet the needs of the incident. Actions taken may include operating mass care facilities, procuring required resources to sustain operations, restoring vital utility services, documenting expenditures and coordinating with state and federal agencies working within the county.

Recovery

Recovery activities involve the restoration of services to the public and returning the affected area(s) to pre-emergency conditions. Recovery activities may be both short-term and long-term, ranging from restoration of essential utilities such as water and power, to mitigation measures designed to prevent future occurrences of a given threat. Recovery actions include identifying resources for individual assistance, applying for state and federal assistance programs, identifying residual hazards and determining costs associated with response and recovery.

Mitigation

Mitigation efforts occur both before and after a disaster or emergency. Post-disaster mitigation is part of the recovery process and is focused on eliminating or reducing the impact of hazards which exist within the County. Region or agency specific hazard mitigation plans reflect the current risk analysis and mitigation priorities specific to an event.

COUNTY OF YUBA EMERGENCY ORGANIZATION

The County of Yuba's emergency management organization operates in compliance with the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) when engaged in emergency operations. Within the emergency organization, departments and agencies have specified roles in response and recovery. County staff members have been assigned to positions within the SEMS structure to staff the emergency operations center. The County of Yuba serves as the Operational Area for the purposes of SEMS and is part of the Governor's Office of Emergency Services (Cal OES) Inland Region.

The Board of Supervisors and the County Administrator will direct the emergency management organization. The County Administrator may delegate the responsibility for implementing the County's Emergency Operations Plan to the Deputy Director of Emergency Services and Yuba County Office of Emergency Services. The Director of Emergency Services is responsible to the Board of Supervisors per chapter 4.20 of the County of Yuba Ordinance Code.

Concept of Operations

When conducting emergency operations, the County of Yuba will give priority to preserving life (highest priority), property, and the environment. Restoring facilities, whether publicly or privately owned, that are essential to the health, safety and welfare of the people (such as medical, sanitation, water, electricity and emergency road repair) will be initiated at the moment such actions can be safely accomplished. Some emergencies will be preceded by a warning period, providing sufficient time to warn the public and implement mitigation measures designed to reduce loss of life, property damage, and effects on the environment. Other emergencies occur with little or no advance warning, thus requiring immediate activation of the emergency operations plan and efficient and coordinated mobilization and deployment of resources. All departments and agencies of the County must be prepared to respond promptly and effectively to any foreseeable emergency, taking all appropriate actions, including requesting and providing mutual aid. The County of Yuba will operate within the framework of two basic emergency management systems; the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)

General

The Standardized Emergency Management System (SEMS) is the system required by Government Code §8607 (a) for managing response to multi-jurisdiction emergencies in California. SEMS consists of five organizational levels which are activated as necessary: field response, local government, operational area, region, and state. SEMS incorporates the use of the Incident Command System (ICS), the Master Mutual Aid Agreement, existing discipline specific mutual aid, the Operational Area concept, and multi-agency or inter-agency coordination. SEMS helps unify all elements of California's emergency management organization into a single integrated system. Local government agencies must use SEMS to be eligible for state reimbursement of certain response related personnel and equipment costs resulting from a disaster.

Field Response

The field response level is where emergency response personnel and resources, under the command of an appropriate authority, carry out tactical decisions and activities in direct response

to an incident or threat. SEMS regulations require the use of the Incident Command System (ICS) at the field response level of an incident. The ICS field functions used for emergency management are: command, operations, planning/intelligence, logistics, and finance.

Local Government

Local governments include cities, counties, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. In SEMS, the local government emergency management organization and its relationship to the field response level may vary depending upon factors related to geographic size, population, function and complexity. Special districts under SEMS are units of local government (other than a city, county, or city and county) with authority or responsibility to own, operate or maintain a project (as defined in California Code of Regulations 2900(s) for purposes of natural disaster assistance). This may include joint powers authority established under Section 6500 et seq. of the CCR. All local governments are responsible for coordinating with other local governments, the field response level and the operational area. Local governments are also responsible for providing mutual aid within their capabilities. Local governmental levels shall provide the following functions: management, operations, planning & intelligence, logistics, and finance & administration.

SEMS Requirements for Local Government

In order to be eligible for state reimbursement of response-related personnel and equipment costs, local government will:

- Use SEMS when:
 - A local emergency is declared or proclaimed, or
 - The Yuba County Operational Area EOC is activated.
- Establish coordination and communications with Incident Commanders either:
 - Through department operations centers (DOCs) in contact with the EOC (when activated), or
 - Directly to the EOC (when activated).
- Use existing mutual aid systems for coordinating fire and law enforcement resources.
- Establish coordination and communications between the cities of Marysville and Wheatland and any state or local emergency response agency having jurisdiction at an incident within the County's boundaries (applies to Operational Area only).
- Use multi-agency coordination (MAC) to facilitate decisions for overall local government level emergency response activities.

The requirement to use SEMS includes:

- Fulfilling the management and coordination role of local government, and
- Providing for the five essential SEMS functions of management, operations, planning/intelligence, logistics and finance/administration.

Operational Area

Under SEMS, the operational area is defined in the Emergency Services Act as an intermediate level of the state's emergency services organization consisting of a county and all political subdivisions within the county area. Political subdivisions include cities, a city and county,

counties, district or other local governmental agency, or public agency as authorized by law. The operational area is responsible for:

- Coordinating information, resources and priorities among local governments within the operational area,
- Coordinating information, resources and priorities between the regional level and the local government level, and
- Using multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities.

SEMS regulations specify that all local governments within a county's geographic area be organized into a single operational area and that the county Board of Supervisors is responsible for its establishment. The County of Yuba is the lead agency for the Yuba County Operational Area which includes the cities of Marysville and Wheatland. All local governments should cooperate in organizing an effective operational area, but the operational area authority and responsibility is not affected by the nonparticipation of any local government.

SEMS Requirements for Operational Area

The development of SEMS will be a cooperative effort of all departments and agencies within the County of Yuba with an emergency response role. The Director of Emergency Services has the lead staff responsibility for SEMS development and planning with responsibilities for:

- Communicating information within the County of Yuba on SEMS requirements and guidelines.
- Coordinating SEMS development among departments and agencies.
- Identification of all departments and agencies involved in field level response.
- Identification of departments and agencies with department operations centers (DOC).
- Coordinating with other local governments, the operational area and volunteer and private agencies on development of SEMS.
- Incorporating SEMS into the County of Yuba's Emergency Operations Plan and procedures.
- Incorporating SEMS into the County of Yuba's emergency ordinances, agreements, memorandum of understandings, etc.
- Identification of special districts that operate or provide services within the boundaries of the County of Yuba. The emergency role of these special districts should be determined and provisions made for coordination during emergencies.
- Identification of local volunteer and private agencies that have an emergency response role. Contacts should be made to develop arrangements for coordination in emergencies.

All county government staff that may participate in emergencies in the EOC, DOC, or at the field level shall receive appropriate SEMS training as required by SEMS regulations. New personnel shall be trained as they are hired. Local governments should develop an exercise program that provides periodic exercises for EOC and DOC personnel under SEMS. The Director of Emergency Services is responsible for documenting SEMS training in the County of Yuba.

Regional

Because of its size and geography, the state has been divided into six mutual aid regions. The purpose of a mutual aid region is to provide for the most effective application and coordination of mutual aid and other emergency related activities.

The Governor's Office of Emergency Services has also established three administrative regions, Coastal, Inland and Southern. These administrative regions are the means by which the Governor's Office of Emergency Services maintains day-to-day contact with emergency service organizations at the local, county and private sector levels.

In SEMS, the regional level manages and coordinates information and resources among operational areas within the mutual aid region and also between the operational areas and the state level. The regional level also coordinates overall state agency support for emergency response activities within the region.

State

The state level of SEMS manages state resources in response to the emergency needs of the other levels and coordinates mutual aid among the mutual aid regions and between the regional level and state level. The state level also serves as the coordination and communication link between the state and the federal disaster response system.

Private Sector

An important part of the emergency organization is the private sector. Business and industry own, or have access to, substantial response and support resources. Community Based Organizations (CBO) or Non-Governmental Organizations (NGO) provide valuable resources before, during, and after a disaster. These resources can be effective assets at any level.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The National Incident Management System (NIMS) was developed and administered by the Secretary of Homeland Security at the direction of Homeland Security Presidential Directive – 5 issued February 28, 2003. NIMS provides a consistent nationwide template to enable all government, private sector, and non-governmental organizations to work together during domestic incidents. The intent of NIMS is to be applicable across a full spectrum of potential incidents and hazard scenarios, regardless of size or complexity. It is also intended to improve coordination and cooperation between public and private entities in a variety of domestic incident management activities. Local government agencies must use NIMS to be eligible for federal funding of certain response related personnel costs resulting from a disaster. NIMS and SEMS have very few differences. Unless otherwise noted, any further reference to SEMS in this plan will assume compliance with NIMS.

INCIDENT COMMAND SYSTEM (ICS)

The Incident Command System (ICS) is a standardized, on-scene, all-hazard incident management concept. It allows users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS has considerable internal flexibility. It can grow or shrink to meet different needs. This flexibility makes it a very cost-effective and efficient management approach for both small and large situations. SEMS and NIMS both require the use of ICS to be effective. ICS use in the field will ensure that higher levels of emergency management can seamlessly be added as an incident grows in complexity. All incident command posts will provide written/typed copies of their incident objectives and incident action plans to the EOC. Conversely, the EOC will provide written/typed copies of their incident objectives and incident action plans to the incident command posts in the field. The EOC will provide written/typed copies of state and federal actions, pertaining to response and recovery, to all field level incident commanders. When possible, responding agencies may assign an agency representative to the EOC to facilitate communications. Redundant communication systems in the EOC include phone, cellular, satellite, internet, video conferencing, radio (UHF, VHF and HAM) and fax.

EMERGENCY OPERATIONS CENTER

General

The Yuba County Operational Area Emergency Operations Center (EOC) is located at 915 8th St., Marysville CA 95901. The County's EOC Management Team and EOC are activated when field response agencies require support. The EOC is automatically activated when one or more jurisdictional Emergency Operations Center has been activated or one or more jurisdictions within the Operational Area or County requests the Operational Area EOC be activated to support a given incident. The Director, the Deputy Director (Emergency Operations Manager), Sheriff and Chair of the Board of Supervisors may activate the EOC as a situation dictates. Members of the EOC Management Team are activated by either, cellular, text or e-mail notification through the CodeRED emergency alert system.

The Director of Emergency Services, emergency management staff, and representatives from organizations that are assigned emergency management responsibilities report to the EOC to coordinate and respond as needed. The EOC provides a central location of authority and information and allows for face-to-face coordination during a major emergency or disaster. The level of EOC staffing will vary with the specific emergency situation. The EOC is demobilized as the incident dictates.

The following functions are performed in the County of Yuba's EOC:

- Managing and coordinating emergency operations.
- Receiving and disseminating warning information.
- Developing emergency policies and procedures.

- Collecting intelligence from, and disseminating information to, the various EOC representatives, and, as appropriate, to state, military, and federal agencies.
- Preparing intelligence/information summaries, situation reports, action plans, and other reports as required.
- Maintaining general and specific maps, information display boards, and other data pertaining to emergency operations.
- Continuing analysis and evaluation of all data pertaining to emergency operations.
- Controlling and coordinating, within established policy, the operational and logistical support of departmental resources committed to the emergency.
- Maintaining contact and coordination with DOCs and other local government EOCs.
- Providing emergency information and instructions to the public, making official releases to the news media, maintaining emergency information on the County's website and the scheduling of press conferences as necessary.

Although the EOC is only activated during an emergency or disaster, the EOC must maintain a constant state of readiness. It is the responsibility of the Yuba County Office of Emergency Services in coordination of the Department of Information Technology to ensure that the EOC remains functional and fully operational on a day to day basis.

For more information on EOC activation, management, roles and responsibilities, and evacuation procedures, please reference *Annex O: Operational Area Emergency Operations Center Standard Operating Procedure* of Part Four of this plan.

EOC Organization - SEMS

SEMS regulations require local governments to provide for five functions: management, operations, planning & intelligence, logistics, and finance & administration. These functions are the basis for structuring the EOC organization.

- Management - Responsible for overall emergency policy and coordination through the joint efforts of governmental agencies and private organizations.
- Operations - Responsible for coordinating all jurisdictional operations in support of the emergency response through implementation of the local government's EOC Action Plan.
- Planning & Intelligence - Responsible for collecting, evaluating and disseminating information; developing the County of Yuba's EOC Action Plan and After-Action Report in coordination with other functions; and maintaining documentation.
- Logistics - Responsible for providing facilities, services, personnel, equipment and materials.
- Finance & Administration - Responsible for financial activities and other administrative aspects.

Coordination with the Field Response Level

Coordination among SEMS levels is clearly necessary for effective emergency response. In a major emergency, the County of Yuba's EOC may be activated to coordinate the overall response while the *Incident Command System* is used by field responders. Incident Commanders may report to department operations centers (DOCs) which, in turn, will coordinate with the County EOC. In some jurisdictions Incident Commanders may report directly to the County EOC, usually to their counterpart in the management or operations section.

It is also possible for *Area Commands* to be established between the Incident Command teams and the EOC. Area Command is an expansion of the Incident Command function primarily designed to manage very large incidents or area that has multiple incident management teams assigned. The Area Commands would receive policy direction from the County EOC.

Alternate EOC

In the event the primary EOC becomes inoperable or unsafe, operations can be relocated to either the alternate EOC located in Sycamore Ranch, 5390 State Highway 20, Browns Valley, CA 95918, or the Multi-Jurisdiction Mobile Incident Command Vehicle (MICV) can be activated and utilized. During a proclaimed emergency, the Office of Emergency Services will have priority use of the MICV in maintaining continuity of operations..

AGENCY COORDINATION

Local Government Level Coordination with the Operational Area Level

Coordination and communications should be established between activated local government EOCs and the operational area. For the Cities of Marysville and Wheatland, this will occur through the Yuba County OA EOC, the secondary OA EOC located at Sycamore Ranch, the Mobile Incident Command Vehicle or the Yuba County Sheriff's dispatch center when the EOC is not activated. The communications link could be telephone (analog, cellular, satellite), internet, government radio, amateur radio or runner. The Yuba County Operational Area will direct the most heavily impacted cities/areas to coordinate and communicate directly with the OA EOC, to include representation in the OA EOC.

The use of the California Governor's Office of Emergency Services web based software Cal EOC is available to local jurisdictions and municipalities. Use of Cal EOC is required at the Operational Area level. This web-based system allows real time communications and data collections between the Operational Area Level and State OES.

Multi-Agency Coordination in the EOC

Multi-agency coordination is an integral part of the function of an operational area EOC. The EOC is staffed by representatives from Yuba County departments and agencies who work together at the EOC to coordinate the operational area's emergency response. Agency representatives from local governments, special districts, volunteer agencies and private organizations should also participate with EOC functional elements in coordinating the operational area response effort. Coordination with agencies not represented in the EOC may be accomplished through telecommunications.

Involvement of the local government representative in the action planning process at the EOC is essential for effective emergency management and provides an important focus for multi-agency and inter-agency coordination. In addition, the County of Yuba may participate with other local governments and agencies in a multi-agency coordination group organized by another local government, operational area or regional level.

Multi-agency coordination is important for:

- Establishing priorities for response.
- Allocating critical resources.
- Developing strategies for handling multi-agency response problems.
- Sharing information.
- Facilitating communications.

Multi-Agency Coordination Group

Yuba County will use an Operational Area Multi-Agency Coordination (MAC) concept when developing response and recovery operations. When and where possible, the County will include jurisdictional representatives in planning for multi-jurisdictional support. A MAC group:

- May be established formally.
- Should develop consensus on priorities, resource allocation and response strategies.
- May function within the EOC, at another location or through conference calls—but should remain in contact with the EOC.
- EOC Action Plan should incorporate group priorities and objectives.
- Group objectives should be implemented through the EOC.

Special District Involvement

Special districts are defined as local governments in SEMS. The emergency response role of special districts is generally focused on normal services as they may serve a city and county unincorporated areas. During disasters, some types of special districts will be more extensively involved in the emergency response by assisting other local governments.

Coordination and communications should be established among special districts which are involved in emergency response, other local governments and the operational area. This may be accomplished in various ways depending on the local situation. Relationships among special districts, cities, county government and the operational area are complicated by overlapping boundaries and by the multiplicity of special districts.

Coordination with Volunteer and Private Agencies

The County EOC will generally be a focal point for coordination of response activities with many non-governmental agencies. The County of Yuba's EOC should establish communication with private and volunteer agencies providing services to the county.

Agencies that play key roles in the response may have representatives at the EOC. If an agency is supporting one SEMS/NIMS function only, its representative may be located with that functional element. Some agencies may have several personnel participating in functional elements in the EOC. For example, American Red Cross personnel may be part of the staffing for the Care and Shelter element of the Operations section and Advance Planning within the Planning & Intel section at the EOC.

Agencies that have countywide response roles and cannot respond to individual city EOCs should be represented at the operational area level.

The County of Yuba may be served by a large number of private and volunteer agencies and may not be able to accommodate representatives in the EOC from all agencies that have important response roles. The County of Yuba may develop alternate means of communicating with these agencies when liaison representation is not practical.

MUTUAL AID

The County's partial or total response to disasters and emergency incidents will be dictated by the type and magnitude of the emergency. Generally, response to a major peacetime emergency situation will progress from local to county to state to federal involvement.

When local resources are fully committed and additional resources are required, requests for mutual aid will be initiated through the Yuba County Operational Area EOC. Any action which involves financial outlay by the jurisdiction, or a request for military assistance, must be authorized by the appropriate local official. Local jurisdictions do have an obligation to negotiate, coordinate and prepare mutual aid agreements. Mutual aid agreements may include both governmental and private agencies.

The State of California has a mutual aid program that is made up of several discipline specific, statewide, mutual aid systems. These systems, all of which operate within the framework of the State's master mutual aid agreement, allow for the progressive mobilization of resources to and from emergency response agencies, local governments, operational areas, regions, and the state. EOCs are an important element in this program, but vary in how they will interact with specific mutual aid systems.

Medical and health, fire service, and law enforcement have discipline specific mutual aid systems and include operational area and regional coordinators. Because these systems function on a 24-hour, 365-day basis, the coordination is normally accomplished within the facilities operated by the elected coordinators rather than at EOCs. When the EOC is fully activated during a major emergency, representatives from all activated mutual aid systems should be assigned to the EOC for coordination and information transfer purposes.

If required, the Governor's Office of Emergency Services may coordinate the establishment of one or more Disaster Support Areas (DSAs) where resources and supplies can be received, stockpiled, allocated, and dispatched to support operations in the affected area(s). Mutual aid may also be obtained from other states. Interstate mutual aid may be obtained through direct state-to-state contacts, pursuant to interstate agreements and compacts, or may be coordinated through federal agencies.

Mutual Aid Regions

To facilitate the coordination and flow of mutual aid, the state has been divided into six mutual aid regions and three administrative regions. Mutual aid regions are established under the Emergency Services Act by the Governor. The County of Yuba is within mutual aid region III. Region III is in the Cal OES Inland Administrative Region. The primary mission of the Inland

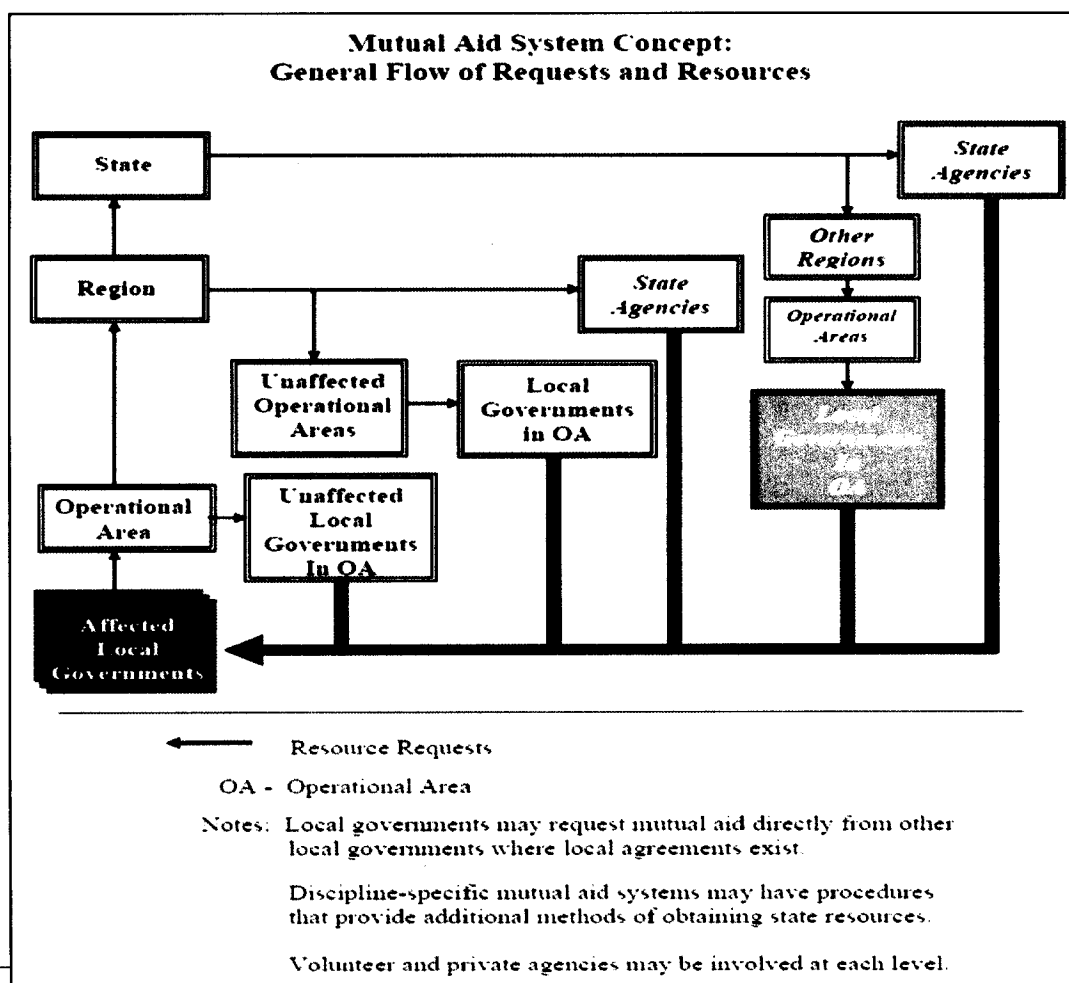
Region's emergency management organization is to support Operational Area response and recovery operations and to coordinate efforts through the Regional EOC (REOC).

Provision of Assistance to Cities

The Cities of Marysville and Wheatland may request mutual aid through the Yuba County Operational Area via the EOC. The Yuba County Operational Area EOC may then utilize existing mutual aid agreements or requests mutual aid through the State Regional Emergency Operations Center (REOC) as necessary.

- When a disaster or emergency occurs, a city will normally use its own internal assets to provide emergency services. If a city's internal assets are not sufficient to provide required services, the city will normally make a request to an adjoining jurisdiction for pre-arranged mutual aid.
- If mutual aid is not available due to a lack of communications, lack of an existing system or the city has been so devastated that managers are not sure of what steps to take, a request for Operational Area support will be made to the Operational Area via the EOC.
- The EOC Management Team will review the request and determine the best course of action to facilitate the request. Final resolution of the request may require the EOC Management Team contact other Operational Areas or the REOC for assistance.
- Existing mutual aid agreements and financial protocols will be followed.

Figure 1: Mutual Aid System Concept



Participation of Private and NGO'S

Private and non-governmental organizations (NGOs) may participate in the mutual aid system along with governmental agencies. For example, the disaster medical mutual aid system relies heavily on private sector involvement for medical/health resources. Some volunteer agencies such as the American Red Cross, Salvation Army and others are an essential element of the statewide emergency response to meet the needs of disaster victims. Volunteer agencies mobilize volunteers and other resources through their own systems. They also may identify resource needs that are not met within their own systems that would be requested through the mutual aid system. Volunteer agencies with extensive involvement in emergency response should be represented in an EOC. Liaison should be established between activated EOCs and private agencies involved in a response. Where there is a need for extensive coordination and information exchange, private agencies should be represented in an activated EOC.

CONTINUITY OF GOVERNMENT

Purpose

In the aftermath of a major disaster, law and order must be preserved and essential government services must be maintained. There could be partial or complete destruction of established seats of government, and the destruction of public and private records essential to continued operations of government and industry. The California Government Code and the Constitution of the State of California provide authority for the continuity and preservation of state and local government.

Responsibilities

Government at all levels is responsible for providing continuous, effective leadership and authority under all aspects of emergency services operations (preparedness, response, recovery, and mitigation). Under California's concept of mutual aid, local officials remain in control of their jurisdiction's emergency operations while additional resources may be provided by others upon request. A key aspect of this control is to be able to communicate official requests, situation reports, and emergency information throughout any disaster a community might face.

Preservation of Local Government

Article 15 of the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code) provides the authority, as well as the procedures to be employed, to ensure continued functioning of political subdivisions within the State of California. Generally, Article 15 permits the appointment of up to three standby officers for each member of the governing body, and up to three standby officers for the chief executive, if not a member of the governing body. Article 15 provides for the succession of officers who head departments responsible for maintaining law and order, or in furnishing public services relating to health and safety.

Article 15 also outlines procedures to assure continued functioning of political subdivisions in the event the members of the governing body, including standby officers, are unavailable to serve.

The Emergency Services Act provides for the preservation of County and City government in the event of a peacetime or national security emergency.

Lines of Succession for Officials Charged with Emergency Management

The first step in assuring continuity of government is to have personnel who are authorized and prepared to carry out emergency actions for government in the event of a natural, technological, or national security disaster.

A successor to the position of Director of Emergency Services is appointed by the Board of Supervisors and is identified in Yuba County Ordinance Code 4.20. Should the Director of Emergency Services be unable to serve, the individuals who hold permanent appointments to the following positions in the County will automatically serve as Acting Director in the order shown. The individual who serves as Acting Director shall have the authority and powers of the Director, and will serve until the Director is again able to serve, or until a successor has been appointed by the Board of Supervisors.

First Alternate:	Emergency Operations Manager
Second Alternate:	Sheriff
Third Alternate:	Chair of the Board of Supervisors

Notification of any successor changes shall be made through the established chain of command.

Article 15, Section 8637 of the Emergency Services Act authorizes political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.

Article 15, Section 8644 of the Emergency Services Act establishes a method for reconstituting the governing body. It authorizes that, should all members, including all standbys be unavailable, temporary officers shall be appointed as follows:

- By the Chair of the Board of the County in which the political subdivision is located, or
- By the Chair of the Board of any other county within 150 miles (nearest and most populated down to farthest and least populated), or
- By the Mayor of any City within 150 miles (nearest and most populated down to farthest and least populated).

Article 15, Section 8642 of the Emergency Services Act authorizes local governing bodies to convene as soon as possible whenever a State of War Emergency, State of Emergency, or Local Emergency exists, and at a place not necessarily within the political subdivision.

Article 15, Section 8643 Emergency Services Act describes the duties of a governing body during emergencies as follows:

- Ascertain the damage to the jurisdiction and its personnel and property.
- Reconstitute itself and any subdivisions.
- Perform functions in preserving law and order and furnishing local services.

Lines of Succession

Article 15, Section 8638 of the Emergency Services Act authorizes governing bodies to designate and appoint three standby officers for each member of the governing body and for the chief executive, if not a member of the governing body. Standby officers may be residents or officers of a political subdivision other than that to which they are appointed. Standby officers take the same oath as regular officers and are designated number 1, 2, or 3 as the case may be.

Administrative Services

1. Director
2. TBD

Agricultural Commissioner

1. Commissioner/Director
2. Assistant Commissioner/Director

Assessor

1. Assessor
2. Assistant Assessor
3. Office Manager

Auditor / Controller

1. Auditor
2. TBD

Board of Supervisors

1. Clerk of The Board
2. Deputy Clerk of The Board

Community Development and Services Agency

1. Director
2. TBD

Building Inspection

1. Director
2. Field Supervisor

Public Works

1. Director
2. Asst. Director

Environmental Health

1. Director
2. Environmental Health Supervisor
3. CUPA Supervisor

County Administrator

1. County Administrator
2. Deputy County Administrator

County Clerk - Recorder

1. County Clerk
2. Senior Deputy Clerk Recorder
3. Election Supervisor

County Counsel

1. County Counsel
2. Chief Deputy County Counsel
3. Deputy County Counsel

Health and Human Services

1. Director
2. Deputy Director Programs
3. Deputy Director Administration/Finance

Public Health

1. Public Health Officer
2. Director Of Nursing
3. Senior Public Health Nurse

Human Resources and Organizational Services

1. Human Resources Director
2. Deputy Director

Information Technology

1. Chief Information Officer
2. Manager

Library

1. Director
2. Librarian
3. Library Tech 4

Office of Emergency Services

1. County Administrator
2. Deputy Director / Emergency Operations Manager
3. Sheriff

Probation

1. Chief Probation Officer
2. Chief Deputy Probation Officer
3. Probation Program Manager

Public Information

1. Director Of Emergency Services or Designee
2. Public Information/Legislative Affairs Officer
3. District Attorney

Sheriff/Coroner

1. Sheriff
2. Undersheriff
3. Operations Division Captain

Animal Care

1. Sheriff
2. Animal Care Supervisor

Treasurer and Tax Collector

1. Treasurer-Tax Collector
2. TBD

Temporary County Seat

Section 23600 of the California Government Code provides among other things:

The Board of Supervisors shall designate alternative County seats which may be located outside county boundaries.

- Real property cannot be purchased for this purpose.
- A resolution designating the alternate county seats must be filed with the Secretary of State.
- Additional sites may be designated subsequent to the original site designations if circumstances warrant.

In the event the primary location is not usable because of emergency conditions, the temporary seat of county government will be located at Yuba College, 2088 North Beale Rd., Marysville CA. 95901.

Preservation of Vital Records

In the County of Yuba, the following individuals are responsible for the preservation of vital records:

- 1) County Clerk
- 2) Clerk of the Board

Vital records are defined as those records that are essential to:

- Protect and preserve the rights and interests of individuals, governments, corporations and other entities. Examples include vital statistics, land and tax records, license registers, and articles of incorporation.
- Conduct emergency response and recovery operations. Records of this type include utility system maps, locations of emergency supplies and equipment, emergency operations plans and procedures, personnel rosters, etc.
- Reestablish normal governmental functions and protect the rights and interests of government. Constitutions and charters. Statutes and ordinances, court records, official proceedings and financial records would be included here.

Vital records of the County of Yuba are routinely stored on the second floor of the Government Center. Additional records may be stored in containers in the records storage area in the basement of the County Courthouse. Microfilmed records and back up data systems are stored off site in rented vault space.

Record depositories should be located well away from potential danger zones and/or housed in facilities designed to withstand blast, fire, water, and other destructive forces. Such action will ensure that constitutions and charters, statutes and ordinances, court records, official proceedings, and financial records would be available following any disaster.

Each department within the county should identify, maintain and protect its own essential records.

References

Judicial System, Article VI, Section 1, 4, 5, and 10, of the Constitution of California.

Local Government, Article XI, of the Constitution of California.

Preservation of Local Government, Article 15 of the California Emergency Services Act.
(Chapter 7 of Division 1 of Title 2 of the Government Code).

Temporary County Seats, Section 23600, Article 1 of Chapter 4 of Division 1 of Title 3 of the Government Code.

EMERGENCY PROCLAMATIONS

Local Emergency

A local emergency may be proclaimed by the Board of Supervisors, the Director of Emergency Services or their designee as specified by Chapter 4.20 of the Yuba County Ordinance Code. A local emergency proclaimed by the Board of Supervisors must be issued within 10 days of the occurrence of a disaster if assistance will be requested through the California Disaster Assistance Act (CDAA). A local emergency proclaimed by the Director of Emergency Services must be ratified by the Board of Supervisors within seven days. The Board of Supervisors must review the need to continue the proclamation at least every 30 days until the local emergency is terminated. The local emergency must be terminated by resolution as soon as conditions warrant. Proclamations are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property within the city, caused by natural or man-made situations. See EOP Attachment 1 for a sample proclamation for reference.

The purpose of a local emergency proclamation includes:

- Authorizing the undertaking of extraordinary police powers.
- Providing limited immunity for emergency actions of public employees and governing bodies.
- Authorizing the issuance of orders and regulations to protect life and property (e.g., curfews).
- Activating pre-established local emergency provisions such as special purchasing and contracting.
- Serving as a prerequisite for requesting a Director's concurrence, Governor's Proclamation of a State of Emergency and/or Presidential Declaration of Emergency or Major Disaster.

State of Emergency

A disaster may be of such magnitude that it requires extraordinary action by the State in order to protect lives, property, and the environment. The Emergency Services Act allows the Governor to proclaim a state of emergency

“...when the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or

an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency" which conditions, by reasons of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission."

State of War Emergency

If a state of war emergency exists, all provisions associated with a state of emergency apply as stated above. All State agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor, as provided in the Emergency Services Act. A state of war emergency "exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent."

PUBLIC AWARENESS AND EDUCATION

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services and knowledge of what individuals and groups should do to increase their chances of survival and recovery. Public awareness and education prior to any emergency is crucial to successful public information efforts during and after the emergency. The pre-disaster awareness and education programs must be viewed as equal in importance to all other preparations for emergencies and receive an adequate level of planning. Because emergency planning for Yuba County will be based on an "all hazards" approach, so should public awareness and education. Specific knowledge should be developed for dealing with the most probable disasters (flood and wildland fire) but shall complement an overall program for preparedness.

The Yuba County Office of Emergency Services has developed an informational, internet based, web page on the County web site. Information on all four phases of emergency management is available as well as hazard specific sections. Emergency information is also made available at the County Library in Marysville. Yuba County OES provides additional public information through mass mailings and public speaking engagements. The Governor's Office of Emergency Services offers a wide range of public information on their website. In addition The Governor's Office of Emergency Services may make available public presentations and seminars aimed at providing citizens with information necessary to prepare and respond to disasters and emergencies.

In coordination with the Yuba County Water Agency, the Office of Emergency Services created the website "BePreparedYuba.org" which was launched in 2012. This site focuses on public education in the areas of flood preparedness, response, recovery and mitigation. The site allows citizens to obtain information for all phases of emergency management, teachers to download educational materials for their classrooms and provides up to date emergency information.

Citizens can sign up for telephone, e-mail and text alerts through the site linking them to the County mass notification system.

ALERTS AND WARNING

Alerting and warning is the process of notifying government entities and the general public to the threat of imminent, extraordinary danger. Dependent upon the nature of the threat and the population group at risk, warning can originate at any level of government.

Success in saving lives and property is dependent upon timely dissemination of warning and emergency information to persons in threatened areas. Local government is responsible for warning the populace of their jurisdiction. County officials accomplish this using a number of different methods, from formal warning systems to door-to-door notification. While each method is unique in its application, each shares a common purpose of maintaining clear and accurate disbursement of information.

CodeRED

The CodeRED system is utilized by Yuba County to notify residents and businesses of emergency situations. The CodeRED system sends out recorded information to all listed and unlisted telephone numbers in a specified area. The entire County of Yuba is covered by the CodeRED system, however the specific area activated is discretionary and identified by management staff at the County Emergency Operations Center and local public safety officials. The CodeRED interface is a web based application that allows initiators to gain access anywhere an Internet connection is available and eliminates the need for a single designated installation location. The CodeRED system allows County users to utilize GPS coordinates in determining a specific geographic area that receives emergency messages. System initiators have been selected from multiple disciplines that include the Sheriff's Department, Health Department, Office of Emergency Services, and County Information Technology Department.

The CodeRED system will also be used to notify select members of County government and the general population as needed. For example the Emergency Operations Center Management Team can be notified when the EOC is activated. Members of the general public with medical transportation needs can be notified in the event an evacuation is necessary.

CodeRED activation can be authorized by any one of the following parties:

- Yuba County Emergency Services Director or designee
- Yuba County Emergency Services Deputy Director or designee
- Yuba County Sheriff or designee
- Chair of the Yuba County Board of Supervisors or designee
- Public Health Officer

Through coordination with the County:

- Mayor of Cities of Marysville and Wheatland or designee
- Police Chief, Cities of Marysville and Wheatland
- Fire Chief, Cities of Marysville and Wheatland or Special District or Fire Protection Area

Emergency Alert System (EAS)

The Emergency Alert System or EAS, uses the facilities and personnel of the broadcast industry on a voluntary basis. EAS is operated by the broadcast industry according to established and approved EAS plans, standard operating procedures and within the rules and regulations of the Federal Communications Commission (FCC). The FCC governs the EAS nationwide and appoints a Chair of each State Emergency Communications Committee to oversee the EAS system at the State level. Guidance for the use of EAS in Yuba County can be found in the "FCC Sacramento-Sierra Local Area Plan".

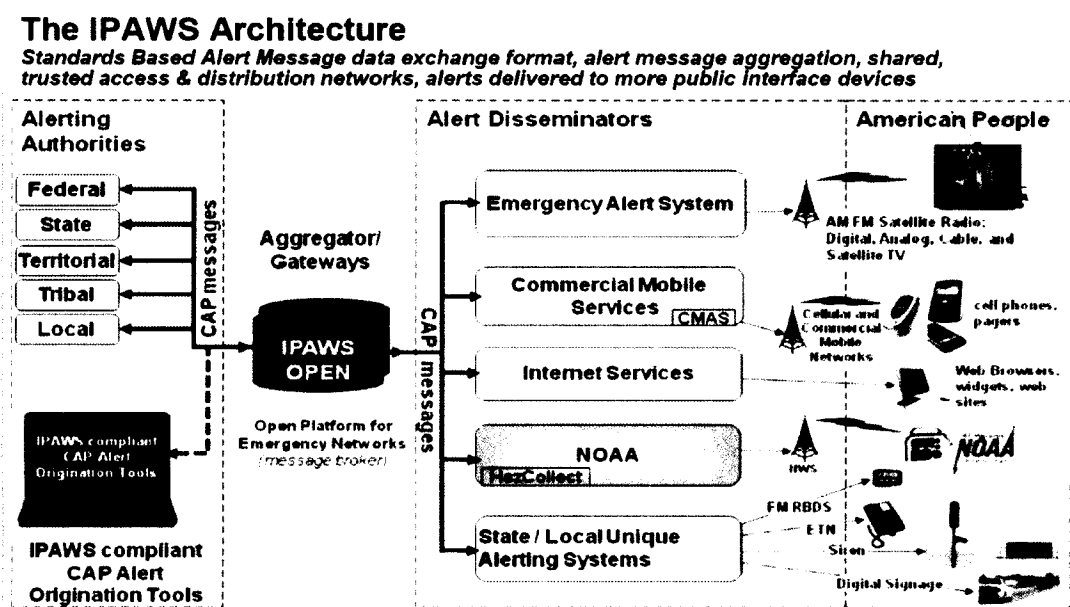
EAS activation can be authorized by any one of the following parties:

- Yuba County Emergency Services Director or his/her designee
- Yuba County Sheriff or his designee
- Chair of the Yuba County Board of Supervisors or designee
- Mayor of Cities of Marysville/ Wheatland or designee
- Police Chief, City of Marysville/Wheatland
- Fire Chief, City of Marysville/Wheatland or Special District or Fire Protection Area
- Public Health Officer

Integrated Public Alert and Warning System (IPAWS)

Federal, state, territorial, tribal and local alerting authorities can use IPAWS and integrate local systems that use Common Alerting Protocol standards with the IPAWS infrastructure. IPAWS provides public safety officials with an effective way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

Figure 2: The IPAWS Architecture



Operational Area Satellite Information System (OASIS)

The OASIS project, funded under the Earthquake Hazards Reduction Act of 1986, was established to create the most robust communications system possible using leased transponder space from commercial satellite operators. The result is the establishment of a system which allows virtually uninterrupted communication between state, regional and operational area level EOCs.

California Law Enforcement Mutual Aid Radio System (CALAW)

CALAW was established to provide common police radio frequencies for use statewide by state and local law enforcement agencies during periods of man-made or natural disasters or other emergencies where inter-agency coordination is required. It operates under appropriate FCC rules and regulations and is administered by the State of California through the Office of Emergency Services. The system establishes four priorities for use:

1. Emergency Operations of law enforcement agencies, primarily mutual aid activities.
2. Emergency or urgent operations of above, involving a single agency.
3. Special event control activities, generally of a pre-planned nature and generally involving joint participation of two or more agencies; or two or more police divisions, stations of CHP, etc. Drills, rehearsals, command post exercises and like activities shall be considered as Priority III activities.
4. When no traffic of a higher priority classification is in progress, agencies participating in CALAW may utilize the frequency for local communications as a secondary means of communication.

PUBLIC INFORMATION

The collection and dissemination of accurate and timely information to the general public will be a priority in all incident action planning. The Public Information Officer (PIO), once activated by the EOC Director, will be responsible for developing and releasing information about the incident to news media, to incident personnel and to other appropriate agencies and organizations. The EOC Public Information Officer will establish a Joint Information Center (JIC) and notify all field command posts when the JIC is operational. Public Information Officers in the field, engaged in the response to an incident, will forward information to be released publicly to the JIC. Conversely, the EOC PIO will provide public information to the field PIOs or Incident Commanders prior to release.

The PIO will also establish an area for media relations and press/media briefings. This may be at the JIC or an alternate location as appropriate. Should a request be made for tours or photo opportunities of the EOC, the PIO will coordinate those requests through the EOC Director. The PIO will also insure that information for public dissemination is made available on the internet via the County's website.

TRAINING AND EXERCISES

Training and exercises, in regard to emergency and disaster response, are essential at all levels of government to ensure a constant state of readiness. The objective is to train and educate public officials, emergency response personnel and the public. Yuba County Office of Emergency Services will strive to ensure that all emergency response personnel can demonstrate and maintain, to the level deemed appropriate, the minimum SEMS and NIMS performance objectives, as outlined in state and federal implementation plans, to include the NIMS Five Year Training Guidance. Training for County employees is provided through, new employee orientation, SEMS/ICS/NIMS courses and EOC personnel training and is outlined in the County's Multi-Year Training and Exercise Plan that is updated on a yearly basis.

The Office of Emergency Services (OES) will inform County departments and cities within the Operational Area of training and exercise opportunities associated with emergency management. County departments with responsibilities under this plan must ensure their personnel are properly trained to carry out these responsibilities. Individual departments will be responsible for maintaining training records.

Exercises allow emergency responders to become familiar with the procedures, facilities and systems which they will use in emergency situations. Exercises shall include as many Operational Area member jurisdictions as possible. OES will maintain the Operational Areas multi-year exercise plan. OES will document exercises by conducting a debriefing and preparing an after action report. The information obtained will be used to revise the County's emergency operations plan.

AUTHORITIES AND REFERENCES

Disaster response and recovery operations will be conducted as outlined in Concept of Operations, and in accordance with the enabling legislation, plans, and agreements listed below:

Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended).
- Federal Civil Defense Act of 1950 (Public Law 920, as amended).
- NRT-1, Hazardous Materials Emergency Planning Guide and NRT-1A Plan Review Guide (Environmental Protection Agency's National Response Team).
- Army Corp of Engineers Flood Fighting (Public Law 84-99).
- Federal Communications Corporation (RACES).
- The National Security Act of 1947, dated July 26, 1947, as amended.
- Executive Order (EO) 12656, Assignment of Emergency Preparedness Responsibilities dated November 18, 1988, as amended.
- Executive Order (EO) 12148, Federal Emergency Management, dated July 20, 1979, as amended.

- Presidential Decision Directive (PDD) 67, Enduring Constitutional Government and Continuity of Government Operations, dated October 21, 1998.
- Emergency Act of 1988 (Public Law 93-288, as amended).
- Presidential Homeland Security Directive – 5, February 28, 2003.
- Federal Response Plan (FEMA).
- Debris Removal Guidelines for State and Local Officials (FEMA DAP-15).
- A Guide to Federal Aid Disasters (DAP-19).
- Digest of Federal Disaster Assistance (DAP-21) Robert T. Stafford Act.

State

- Standardized Emergency Management System (SEMS) Regulations (Chapter 1 of Division 2 of Title 21 of the California Code of Regulations).
- California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code).
- California Code of Regulations Title 19, Chapter 2, Subchapter 3, ~2620 et. Seq.
- California Government Code ~ 8607 et. Seq.
- Hazardous Materials Area Plan Regulations (Chapter 4 of Division 2, Title 19, Article 3, 2720-2728 of the California Code of Regulations) & (California Health & Safety Code, Division 20, Chapter 6.95, Section 25503.5).
- California Department of Water Resources Flood Control (California Water Code 128 ~128)
- Orders & Regulations which may be Selectively Promulgated by the Governor during a State of Emergency.
- Orders & Regulations which may be Selectively Promulgated by the Governor to take effect upon the Existence of a State of War.
- California Government Code Section 8638, Lines of Succession.
- California Emergency Plan
- California Master Mutual Aid Agreement.
- CA Hazardous Material Incident Contingency Plan.
- CA Oil Spill Contingency Plan.
- SEMS Regional (CCR-2400).
- SEMS Guidelines.
- Debris Removal Guidelines for State and Local Officials.
- Digest of State Disaster Assistance-California Disaster Assistance Act.

Local

- Emergency Services Ordinance No.1114 adopted July 21, 1992 by the Board of Supervisors.
- Resolution No. 479 adopting the Master Mutual Aid Agreement, adopted February 5, 1951.
- Resolution No.479 adopting Workmen's Compensation Benefits for Disaster Service Workers, adopted July 21, 1992.
- Ordinance No.1266 adopting the Multi-Hazard Functional Plan, and the Emergency Services Operational Council adopted February 15, 2000.

EOP MAINTENANCE AND DISTRIBUTION

The **County of Yuba Emergency Operations Plan** will be reviewed by the Yuba County Office of Emergency Services annually and revised as necessary. The plan may be modified as a result of post-incident analyses and/or post-exercise critiques. It may be modified if responsibilities, procedures, laws, rules, or regulations pertaining to emergency management and operations change.

Those agencies having assigned responsibilities under this plan are obligated to inform the Yuba County Office of Emergency Services when changes occur or are imminent. Proposed changes will be submitted, in writing, to the Yuba County Office of Emergency Services. No less than every five years the revised EOP will be republished, and redistributed. Records of revision to this plan will be maintained by the Yuba County Office of Emergency Services.

Emergency Operations Plan Distribution

Agency / Department	Copies
Yuba County Departments	
Administrative Services	1
Agricultural Commissioner	1
Auditor/Controller	1
Board of Supervisors	6
Community Development	5
County Administrator's Office	2
County Clerk/Registrar of Voters	1
County Counsel	1
County Library	1
District Attorney's Office	1
Economic Development	1
Health and Human Services	3
Office of Education	1
Personnel/Risk Management	1
Probation	2
Public Defender	1
Public Works	1
Sheriff/Coroner	4
Superior Court	1
Treasurer and Tax Collector	1
Veterans	1

Agency / Department	Copies
Cal OES, Inland Region	2
Yuba County Water Agency	2
Fire Departments	12
Reclamation Districts	5
Three Rivers Chapter of the American Red Cross	1
Sutter County Emergency Services	1
Beale Air Force Base	1
City of Marysville	1
City of Wheatland	1
Marysville Joint Unified School District	1
Wheatland School District	1
Plumas Lake Elementary School District	1

Figure 3: Operational Area Responsibilities**SEMS/NIMS FUNCTIONS**

Depart-ments/ Agencies	MGMT		PLANS/ INTEL	OPERATIONS											LOGISTICS		FIN/ ADMIN
	Public Info.	Mgmt	Situation Analysis	Damage Assmt.	Alert & Warning	Fire & Rescue	Law Enfcmt	Evacu ation	Trans- portation	Comm.	Const. & Eng.	Util	Care & Shelter	Med. / Hlth	Personnel	Sply & Procmt	Recovery
Yuba County Sheriff Dept.	S	S	S	P	P	S	P	P	S	P		S	S	S		S	S
Cal Fire	S	S	S	S	S	P		S		S	S			S		S	
County Engineering				P				S	S	S	P	P					
County Board of Education	S		S	P				S	S				S			S	S
Clerk/Recrd															S	P	P
County OES	P	S	P	S	S	S	S	S	S	S	S	S	S	S	S	S	S
County Health Department	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S
County Admin. Office	S	P														S	S
County Probation Dept.			S	S	S			S								S	S
County Social Services Dept.													S	S	P		S
Operational Area Cities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Econmic Develop-ment			S	S	S												S
Board of Supervisors		S															
County Counsel	S	S			S												
Clerk of the Board	S	S															
Com. Develop Build/Plan			P	P												S	S
Admin. Ser/ Inform. Tech.	S	S	S		S					P						S	S
Auditor Treasurer		S								S						S	P
Utilities		S		S								P				S	P
Volunteer Agencies										S			P			S	S
Transport. / Transit Auth.		S						S	S					S		S	S
Levee Districts			P	P							S						S
American Red Cross			S							S			P		S	S	P

P = Primary Responsibility S = Support Responsibility

COUNTY OF YUBA EMERGENCY OPERATIONS PLAN

PART II EMERGENCY MANAGEMENT

EOC MANAGEMENT TEAM

OVERVIEW: COMMAND AND GENERAL STAFF

EOC Director (Management Section)

Is responsible for overall emergency management policy and coordination through the joint efforts of governmental agencies and private organizations. The EOC Director will either activate appropriate sections or perform their functions as needed.

Operations Section

Responsible for coordinating all tactical operations in support of the emergency response through implementation of the County's Incident Action Plan.

Planning & Intelligence Section

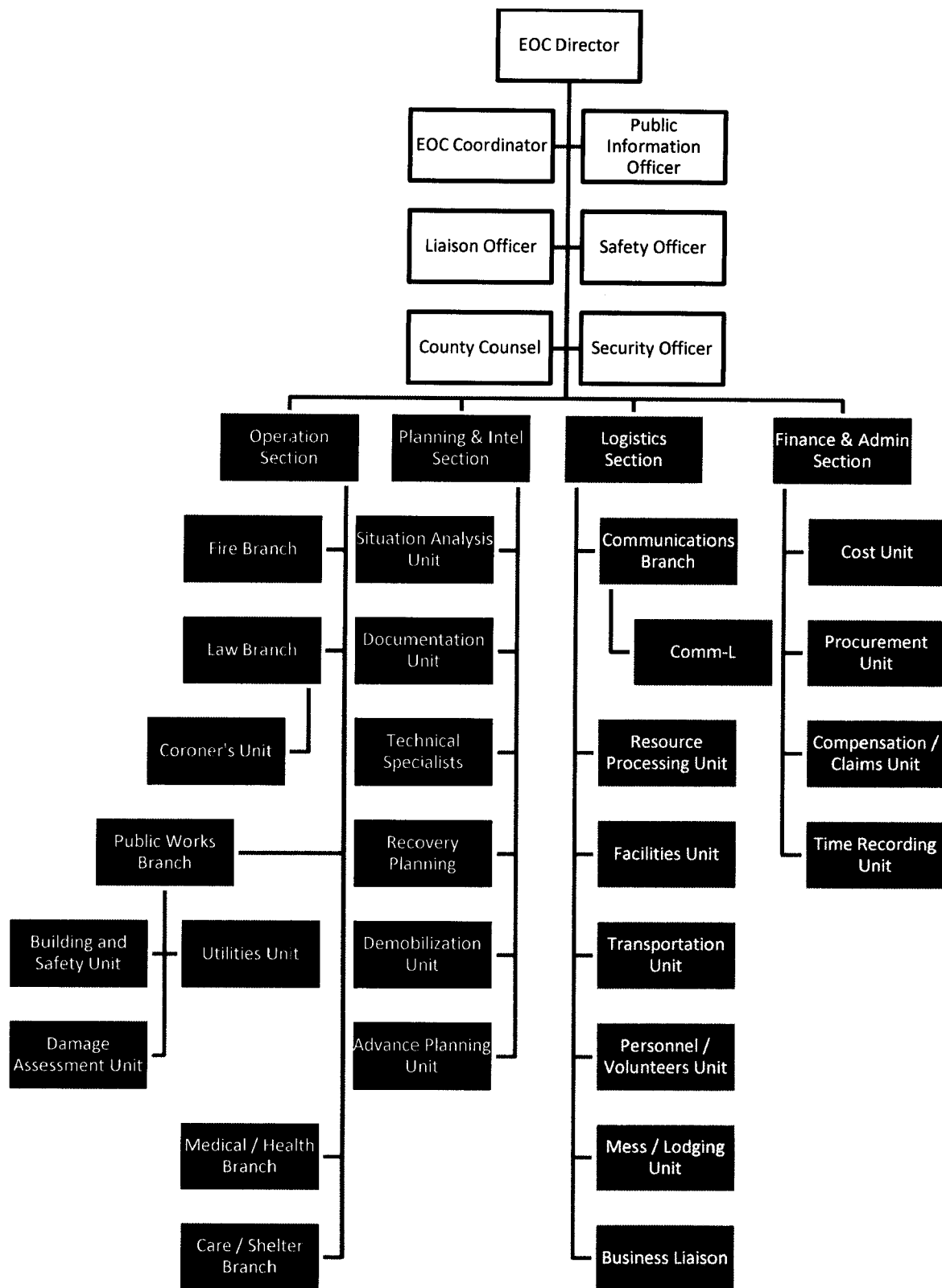
Responsible for collecting, evaluating and disseminating information; preparing status reports, situation information, maintaining the status of resources assigned to the incident; developing the County's EOC Action Plan in coordination with other sections; initiating and preparation of the County's After/Corrective Action Report and maintaining documentation.

Logistics Section

Responsible for all service support requirements needed to facilitate effective and efficient management, including ordering resources; providing communications, facilities, services, transportation, food services, personnel, equipment, supplies and materials.

Finance & Administration Section

Responsible for financial activities and other administrative aspects including: recording personnel time, maintaining vendor contracts, administering compensation and claims, and conducting overall cost analysis.

Figure 4: County of Yuba Emergency Operations Center Structure

MANAGEMENT SECTION

Purpose

This section establishes policies and procedures and assigns responsibilities to ensure the effective management of emergency operations under the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS). It provides information on the County of Yuba's emergency management structure and how the emergency management team is activated.

Overview

Management is responsible for overall emergency policy and coordination through the joint efforts of governmental agencies and private organizations.

Objectives

The overall objective of emergency management is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with natural disasters, technological incidents, biological emergencies, acts of terrorism and national security emergencies. To carry out its responsibilities, the EOC Management Team will accomplish the following objectives during a disaster/emergency:

- Overall management and coordinated efforts in assisting emergency response and recovery operations, including county policy level incident management as required.
- Coordinate and liaison with appropriate federal, state and other local government agencies, as well as applicable segments of private sector entities and volunteer agencies.
- Establish priorities and resolve any conflicting demands for support.
- Prepare and disseminate emergency public information to inform, alert and warn the public.
- Disseminate damage information and other essential data.

Concept of Operations

The EOC Management Team will operate under the following policies during a disaster/emergency as the situation dictates:

- The Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) will be followed.
- All existing city and departmental operating procedures will be adhered to unless modified by the Board of Supervisors, Director of Emergency Services or designee.
- All on-duty personnel are to remain on duty until properly relieved. Off-duty personnel will be expected to return to work in accordance with the employee's Department policy.
- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6 a.m. and 6 p.m. Operational periods should be event driven.

MANAGEMENT SECTION / COMMAND STAFF

The **EOC Director** is the position that is established, at the onset of any EOC activation, to coordinate EOC operations. The County Administrator or the Deputy Director of Emergency Services will initially fill this position as possible during every emergency/disaster. The Yuba County Sheriff shall serve as first alternate and the Chairman of the Board of Supervisors shall serve as second alternate. The EOC Director, the EOC Command Staff, the EOC General Staff and others as designated, make up the EOC Management Team. The Command Staff are responsible for advising the EOC Director on rules, regulations, proclamations and policy matters. They also assist the EOC Director in the development of overall strategy and response to assist in mitigating the incident. The Management Section also includes certain staff functions (referred to as the Command Staff) required to support the Management function.

- Public Information Officer/Legislative Liaison
- Liaison Officer
- Safety Officer
- Security Officer
- EOC Coordinator
- County Counsel

Public Information Officer/Legislative Liaison

The Public Information Officer (PIO) serves as the primary point of contact between the EOC, media and the public. The PIO ensures that information released is consistent, accurate, and timely, appropriate information is provided to all required agencies and the media.

After receiving a briefing from the EOC Director, the PIO will establish an area for the media away from the EOC but at a location which makes sharing of information convenient (See . The PIO will provide news releases, answer questions the media may have and arrange for tours or photo opportunities of the incident. The PIO will coordinate all information releases and media contacts with the EOC Director. In addition the PIO is responsible for setting up a public inquiry “hotline” making sure it is updated on a consistent basis.

As the Legislative Liaison this member of the Command Staff shall, as an incident indicates, establish and maintain personal contact with the elected officials representing the impacted area at the county/state/federal levels. The Legislative Liaison ensures that a link has been established between the County and the legislative body to pass on information and requests and to lobby for the filling of requests when the established request channels are overloaded and not responsive.

Liaison Officer

The Liaison Officer serves as the point of contact for Agency Representatives from assisting organizations and agencies outside our county government structure. The Liaison Officer aids in coordinating the efforts of these outside agencies to reduce the risk of their operating independently. This ensures each agency is doing what it does best and maximizes the

effectiveness of available resources. Any state and/or federal emergency official should make contact with the Liaison Officer to ensure continuity of operations.

Agency Representative

A representative from another agency may be assigned to the EOC and shall speak for his/her agency within established limits. The Agency Representatives report to the Liaison Officer.

Safety Officer

The Safety Officer is responsible for identifying and mitigating safety hazards and situations of potential county liability during EOC operations and ensuring a safe working environment in the EOC.

Security Officer

The Security Officer is responsible for security of all EOC facilities and personnel access. The EOC coordinator may fill this position.

EOC Coordinator

The EOC Coordinator facilitates the overall functioning of the EOC, coordinates with other agencies and departments, and serves as a resource to the EOC Director.

Board of Supervisors

Proclaim and/or ratify a local emergency, approve emergency orders and serve in their capacity as County Officials.

County Counsel

County Counsel shall serve as the Legal Advisor and provides legal advice to the EOC Director in all legal matters relative to the emergency and assists in the proclamation of an emergency.

COUNTY OF YUBA

EMERGENCY OPERATIONS PLAN

OPERATIONS SECTION

Purpose

To enhance the capability of the County of Yuba to respond to emergencies by carrying out coordinated tactical operations based upon the EOC Action Plan. It is the policy of this Section that the priorities of responses are to be:

- Protect life and property.
- Carry out objectives of the Action Plan.
- Ensure coordinated incident response.
- Cooperate with other sections of the County's EOC Management.

Overview

The Operations Section's primary responsibility is to support/manage the tactical operation of various response elements involved in the disaster/emergency. These elements may include:

- Fire/Rescue/Hazardous Materials
- Law/Coroner
- Medical and Health
- Care and Shelter
- Public Works/Utilities/Damage Assessment

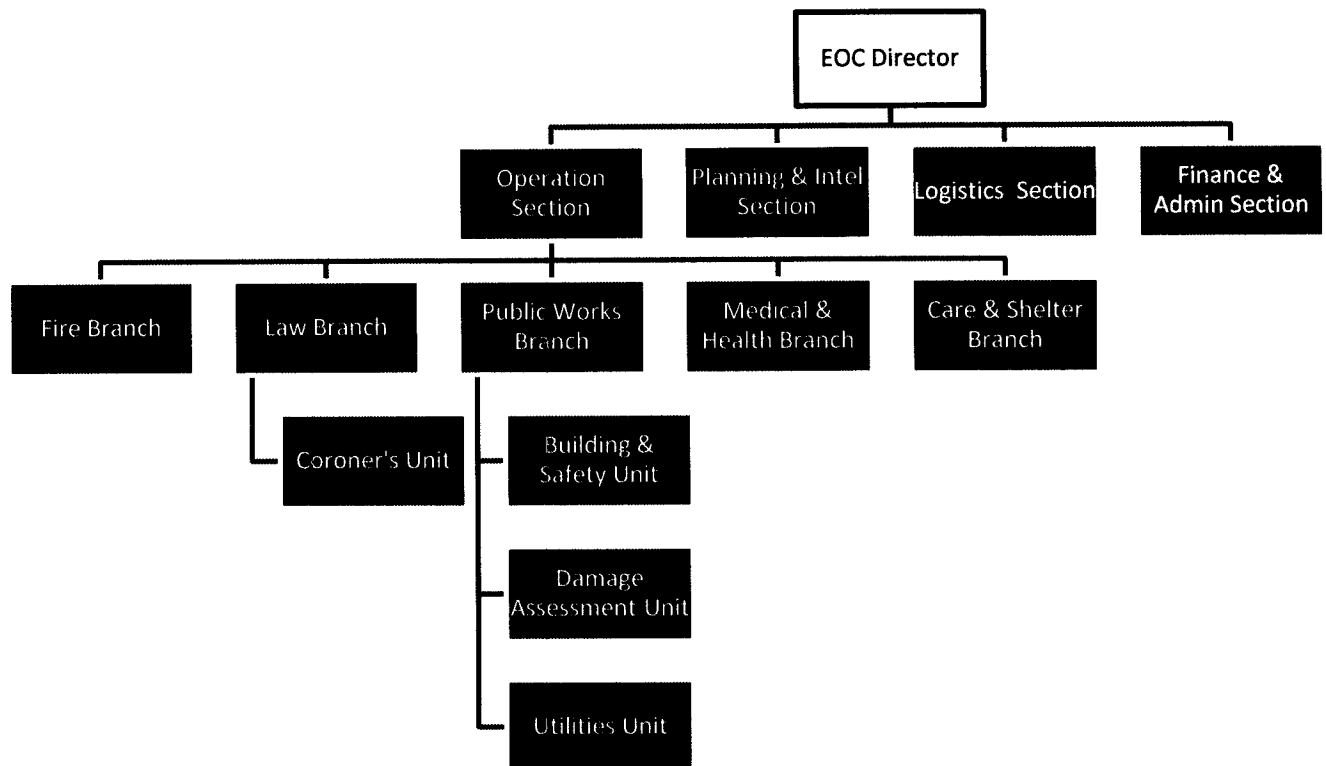
Objectives

The Operations Section is responsible for coordination of all response elements applied to the disaster/emergency. The Operations Section carries out the objectives of the EOC Action Plan and requests additional resources as needed.

Concept of Operations

The Operations Section will operate under the following policies during a disaster/emergency as the situation dictates:

- The Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) will be followed.
- All existing county and departmental operating procedures will be adhered to unless modified by the Board of Supervisors.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off duty personnel will be expected to return to work, if requested, in accordance with the employee's department policy.
- Operational periods for the EOC will be 12 hours for the duration of the event.
- Operational periods will normally change at 6:00 a.m. and 6:00 p.m. Operational periods should be event driven.

Figure 5: SEMS Functional Chart - Operations Section

OPERATIONS SECTION STAFF

The Sheriff or his/her designee will fill the position of Operations Section Manager. The Under-sheriff or his/her designee shall serve as first alternate and the EOC Director as second alternate to the Operations Section Manager. The Manager may also be designated by the EOC Director.

The Operations Section Manager will determine, based on present and projected requirements, the need for establishing specific and/or specialized branches/units. The following branches or units may be established as the need arises:

- Law Branch, Coroner's Unit
- Fire Branch
- Medical and Health Branch

- Care and Shelter Branch
- Public Works Branch, Building and Safety Unit, Damage Assessment Unit, Utilities Unit

The Operations Section Manager may activate additional units as necessary to fulfill an expanded role.

Operations Section Manager

The Operations Section Manager, a member of the EOC General Staff, is responsible for supporting the tactical operations of the emergency response through implementation of the County's EOC Action Plan and for coordinating all requests for mutual aid and other operational resources. The Manager is responsible for:

- Understanding the current situation.
- Predicting probable resource needs.

Fire Branch

The Fire Branch is responsible for coordinating personnel, equipment, and resources committed to the emergency, ordering and coordinating appropriate mutual aid resources for the search and rescue and hazardous materials elements of the incident.

Law Branch

The Law Branch is responsible for coordinating the alerting and warning the public; coordinating and supporting evacuations, established safe traffic routes, security at incident facilities, access control to damaged areas; ordering and coordinating appropriate mutual aid resources, and may assume responsibility for the Coroner's Unit and Animal Rescue Unit when necessary.

Public Works Branch

The Public Works Branch is responsible for coordinating all Public Works operations; maintaining public facilities, surviving utilities and services, as well as restoring those that are damaged or destroyed; coordinating the restoration of utilities, collecting damage assessment information, assisting other functions with traffic issues, search and rescue, transportation, etc. as needed.

Medical and Health Branch

The Medical and Health Branch will coordinate with the Yuba County Health and Human Services Department Operations Center (DOC) for appropriate medical and health response and is responsible for managing personnel, equipment and resources to provide the best patient care possible and coordinating the provision of public health and sanitation.

Care and Shelter Branch

The Care and Shelter Branch will coordinate with the Yuba County Health and Human Services Department Operations Center (DOC) is responsible for providing care and shelter for disaster victims and will coordinate efforts with the American Red Cross and other volunteer agencies.

COUNTY OF YUBA EMERGENCY OPERATIONS PLAN

PLANNING & INTELLIGENCE SECTION

Purpose

The Planning & Intelligence section of the EOP will allow the County of Yuba to respond to emergencies by planning application and coordination of available resources. It is the policy of this section that the priorities of responses are to be:

- Protect life and property.
- Provide planning and direction for the emergency operations and optimize the management of resources.
- Provide support to the other sections of the County's EOC Management Team.
- At the earliest possible opportunity restore essential services and systems.

Overview

The Planning & Intelligence Section's primary responsibility is to collect, evaluate, display and disseminate incident information and status of resources. This Section functions as the primary support for decision-making to the overall emergency organization. This Section also provides anticipatory appraisals and develops plans necessary to cope with changing field events. During a disaster/emergency, other department heads will advise the Planning and Intelligence Manager on various courses of action from their departmental level perspective.

Objectives

The Planning & Intelligence Section ensures that safety/damage assessment information is compiled, assembled and reported in an expeditious manner to the Yuba County Operational Area EOC. The Planning & Intelligence Section is also responsible for the detailed recording (Documentation Unit) of the entire response effort and the preservation of these records during and following the disaster. The Planning & Intelligence Section will accomplish the following specific objectives during a disaster/emergency:

1. Collect initial situation and safety/damage assessment information.
2. Display situation and operational information in the Emergency Operations Center (EOC) using maps and visual aids.
3. Disseminate intelligence information to the EOC Management Team.
4. Conduct mapping and recording operations.
5. Prepare summary safety/damage assessment reports for dissemination to other sections, County departments, The Governor's Office of Emergency Services, FEMA and the Yuba County EOC.
6. Prepare required reports identifying the extent of damage and financial losses.
7. Determine the County's post-event condition.
8. Provide planning and intelligence support to other sections.
9. Ensure accurate recording and documentation of the incident.
10. Initiate the County's Action Plan.
11. Initiate the County's After/Corrective Action Plan.

12. Prepare a post-disaster recovery plan.
13. Maintain proper and accurate documentation of all actions taken to ensure that all required records are preserved for future use and The Governor's Office of Emergency Services and FEMA filing requirements.
14. Acquire technical experts for special interest topics or special technical knowledge subjects.

Concept of Operations

The Planning & Intelligence Section will operate under the following policies during a disaster/emergency as the situation dictates:

- The Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) will be followed.
- All existing County and departmental operating procedures will be adhered to unless modified by the Board of Supervisors or EOC Director.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work in accordance with their respective department policy with regard to disaster service workers and state law.
- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6:00 a.m. and 6:00 p.m. Operational periods should be event driven.

Typically, operational periods at the beginning of an emergency are short, sometimes only a few hours. As the emergency progresses, operational periods may be longer, but should not exceed twenty-four hours. Operational periods should not be confused with staffing patterns or shift change periods. They may be the same, but need not be.

EOC ACTION PLANS

EOC Action Plans are an essential part of SEMS and NIMS at all levels. Action Planning is an effective management tool involving two essential items:

- A process to identify objectives, priorities and assignments related to emergency response or recovery actions.
- Plans which document the priorities, objectives, tasks and personnel assignments associated with meeting the objectives.

EOC Action Plans are required for each operational period. (An operational period is the length of time scheduled for the execution of a given set of operational actions as specified in the Action Plan.) EOC Action Plans will be prepared for hard copy distribution rather than distributed verbally.

Special forms are used within ICS to record information for written EOC Action Plans. These forms should be used whenever possible. The format for an EOC Action Plan will generally include the following elements:

- Incident objectives and priorities (overall, what do we want to achieve?).

- Primary and alternative strategies (as appropriate) to achieve incident objectives. (What are the ways in which we can achieve the objectives? How do the strategies compare in safety, speed, environmental impact, cost, etc.? Is current resource availability a limiting or dictating factor in strategy selection?)
- Tactics appropriate to the selected strategy (Given a selected strategy, what are the specific tactics necessary to implement the strategy?). This only applies to some Sections
- The kinds and number of resources to be assigned (determined by the tactics to be used).
- The operations organization necessary for the selected strategy and tactics (can include describing the incident geographically or functionally).
- Overall support organization including logistical, planning and finance/administration functions.
- A communications plan.
- Safety messages.
- Other supporting documentation needed, e.g. an incident map showing access, key facilities, a medical support plan, etc.

Focus of the EOC Action Plan

The primary focus of the EOC Action Plan should be on Operational Area issues. The plan sets overall objectives for the Operational Area and may establish the priorities as determined by the jurisdictional authority. It can also include mission assignments to departments; provide policy and cost constraints, inter-agency considerations, etc. Properly prepared, the EOC Action Plan becomes an essential input to developing departmental action plans.

Coordination

Coordination is required in passing on information to and cooperating with other units and elements of the emergency organization. The dissemination of information, establishment of priorities and distribution of resources cannot be done by any one person—and probably not by any one agency or department; a concerted effort on the part of many individuals in many agencies or departments will be required.

AFTER-ACTION REPORTS

The completion of After-Action Reports is a part of the required SEMS reporting process. The Emergency Services Act, Section 8607(f) mandates that the Governor's Office of Emergency Services (Cal OES) in cooperation with involved state and local agencies, complete an After-Action Report within 120 days after each declared disaster.

Section 2450(a) of the SEMS Regulations states that"Any city, city and county, or county declaring a local emergency for which the governor proclaims a state of emergency and any state agency responding to that emergency shall complete and transmit an After-Action Report to OES within ninety (90) days of the close of the incident period as specified in the California Code of Regulations, section 2900(j)."

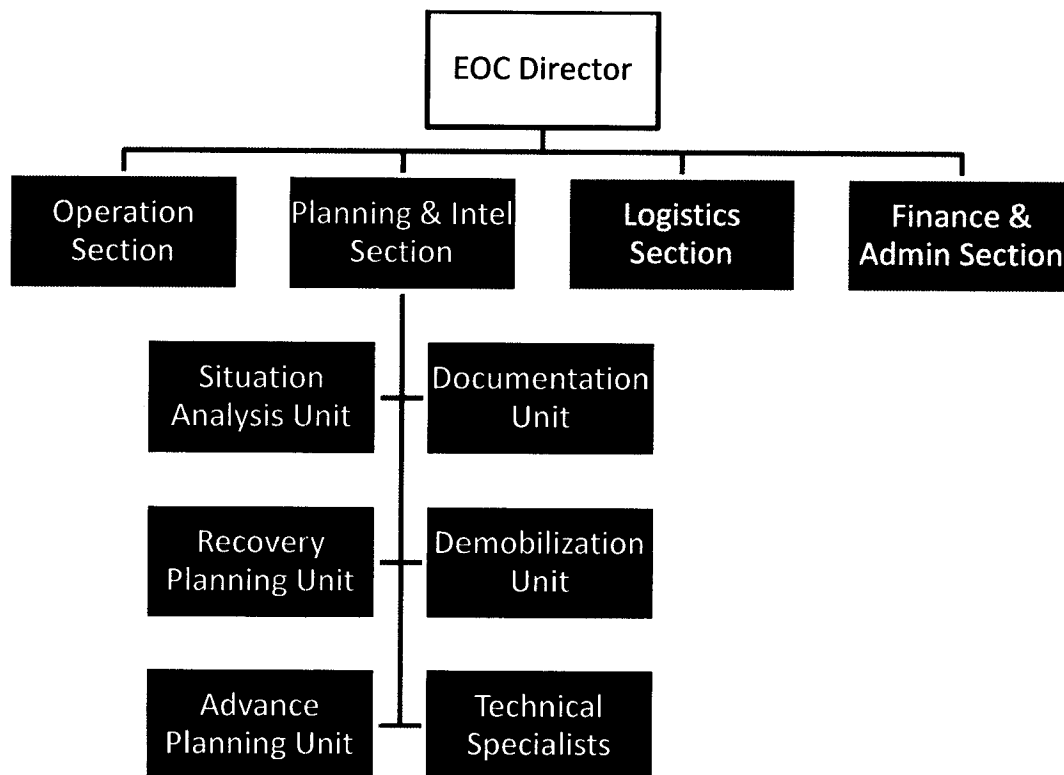
After-Action Reports are made available to all interested public safety and emergency management organizations and serve the following important functions:

- A source for documentation of response activities.
- Identification of problems/successes during emergency operations.
- Analysis of the effectiveness of the components of SEMS.
- Describe and define a plan of action for implementation of improvements.

The SEMS approach to the use of After-Action Reports emphasizes the improvement of emergency management at all levels. The After-Action Report provides a vehicle for not only documenting system improvements, but also can, if desired, provide a work plan for how these improvements can be implemented.

It may be useful to coordinate the After-Action Report process when multiple agencies or jurisdictions are involved in the same emergency. Jurisdictions are encouraged to work together in the development of After-Action Reports when appropriate and feasible. For example, an operational area may take the lead in coordinating the development of an After-Action Report which involves several jurisdictions. If appropriate, jurisdictional reports may become part of an overall operational area report.

Figure 6: SEMS Functional Chart - Planning & Intel Section



PLANNING & INTELLIGENCE SECTION STAFF

The Planning & Intelligence Section Manager will determine, based on present and projected requirements, the need for establishing specific and/or specialized branches/groups/units. The following may be established as the need arises:

- Situation Analysis Unit
- Documentation Unit
- Damage Assessment Unit
- Recovery Unit
- Demobilization Unit
- Technical Specialist

The Planning & Intelligence Section Manager may activate additional branches/groups/units as necessary to fulfill an expanded role.

Planning & Intelligence Section Manager

The Planning & Intelligence Section Manager, a member of the EOC General Staff, is responsible for the collection, evaluation, forecasting, dissemination and use of information about the development of the incident and status of resources. Information is needed to:

- Understand the current situation.
- Predict probable course of incident events.
- Prepare alternative strategies for the incident.

Situation Analysis Unit

The Situation Analysis Unit is responsible for the collection and organization of incident status and situational information. The Unit is also responsible for the evaluation, analysis and display of information for use by EOC staff. Ideally this unit will receive situational updates (status) from various sources. That information is then consolidated and combined with situational projections (analysis) to produce a situational report and supporting documentation (data, maps, etc.). County IT staff shall assist the Situation Analysis Unit with EOC displays.

Advance Planning Unit

The Advance Planning Unit is responsible for identifying potential response and recovery related issues likely to occur beyond the next operational period. The Advance Planning Unit will review all available reports and documentation to develop recommendations with regard to response and recovery actions to be taken. An Advance Plan will be developed and distributed to the Incident Manager and all Section Managers.

Documentation Unit

The Documentation Unit is responsible for initiating and preparing the County's EOC Action Plans and After-Action Reports; maintaining accurate and complete incident files; establishing and operating an EOC Message Center; providing copying services to EOC personnel and

preserving incident files for legal, analytical and historical purposes; maintaining detailed records of safety/damage assessment information.

Recovery Planning Unit

The Recovery Planning Unit is responsible for ensuring that the Operational Area receives all emergency assistance for which it is eligible. The Unit is also responsible for all initial recovery operations and for preparing the EOC organization for transition to a recovery operations organization to restore the County to pre-disaster condition as quickly and effectively as possible.

Demobilization Unit

The Demobilization Unit is responsible for preparing a EOC Demobilization Plan to ensure an orderly, safe and cost-effective release of personnel and equipment.

Technical Specialist

Technical Specialists are advisors with special skills needed to support a field or function not addressed elsewhere or by any other discipline. Technical Specialists (which may or may not be an employee of a public or private agency) may report to the Planning & Intelligence Section Manager, function within an existing unit such as the Situation Status Unit; form a separate unit if required, or be reassigned to other parts of the organization i.e. Operations, Logistics, or Finance & Administration.

COUNTY OF YUBA EMERGENCY OPERATIONS PLAN

LOGISTICS SECTION

Purpose

To enhance the capability of the County of Yuba to respond to emergencies by establishing logistics protocols in managing personnel and equipment. It is the purpose of this section that the priorities of responses are to be:

- Protect life and property.
- Provide operational and logistical support for emergency response personnel and optimize the utilization of resources.
- Provide support to the other sections of the County's EOC Management Team.
- Support the restoration of essential services and systems.

Overview

The Logistics Section's primary responsibility is to ensure the acquisition, transportation and mobilization of resources to support the response effort at the disaster sites, public shelters, EOCs, etc. This Section provides all necessary personnel, supplies and equipment purchasing support. Methods for obtaining and using facilities, equipment, supplies, services and other resources to support emergency response at all operational sites during emergency/disaster conditions will be the same as that used during normal operations unless authorized by the EOC Director or emergency orders of the Board of Supervisors.

Objectives

The Logistics Section ensures that all other sections are supported for the duration of the incident. Any personnel, equipment, supplies or services required by the other sections will be ordered through the Logistics Section. The Logistics Section will accomplish the following specific objectives during a disaster/emergency:

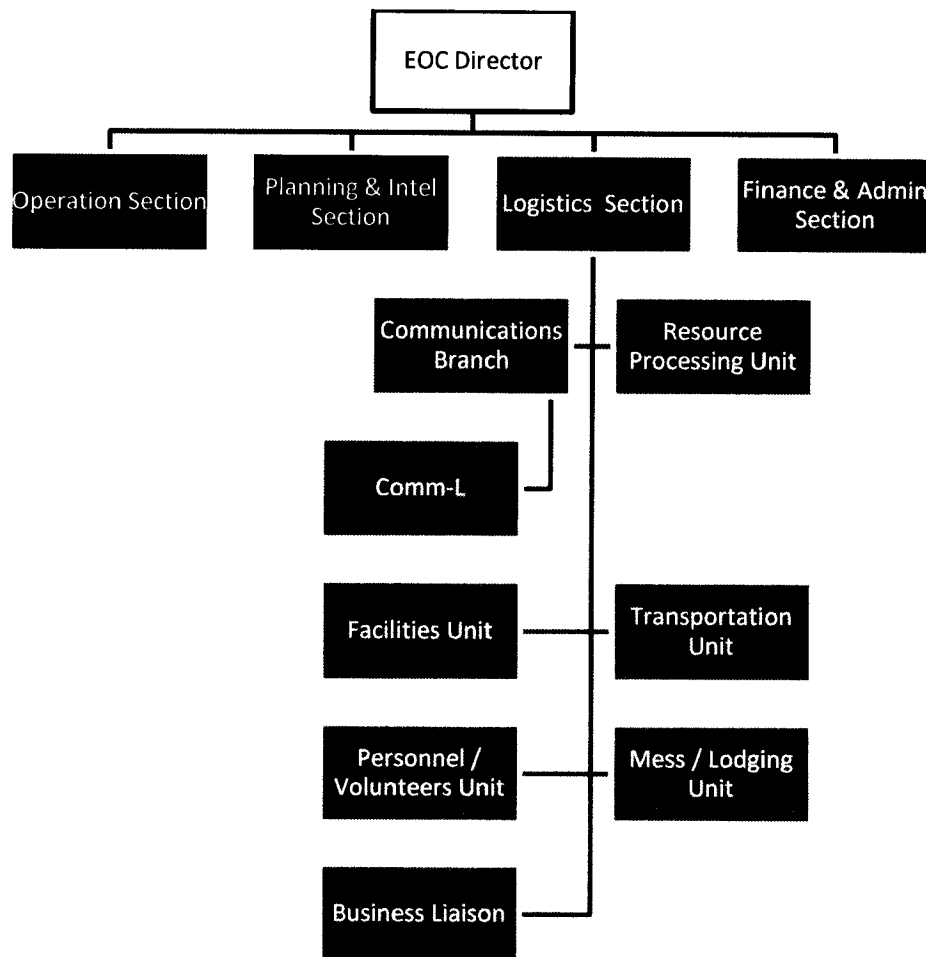
- Collect information from other sections to determine needs and prepare for expected operations.
- Coordinate provision of logistical support with the EOC Director.
- Prepare required reports identifying the activities performed by the Logistics Section.
- Determine the County's logistical support needs and plan for both immediate and long-term requirements.
- Maintain proper and accurate documentation of all actions taken and all items procured to ensure that all required records are preserved for future use and The Governor's Office of Emergency Services and FEMA filing requirements.

Concept of Operations

The Logistics Section will operate under the following policies during a disaster/emergency as the situation dictates:

- The Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) will be followed.
- All existing County and departmental operating procedures will be adhered to unless modified by the Board of Supervisors or EOC Director.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work in accordance with the County of Yuba's Personnel rules and state law as it applies to Disaster Service Workers and County employees.
- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6:00 a.m. and 6:00 p.m. Operational periods should be event driven.
- Available and accessible resources from neighboring jurisdictions, military installations, the state and federal levels of government, the private sector and volunteer organizations will be accessed through the County's own resources and private sector resources. Non-fire and non-law mutual aid will be accessed through the Yuba County Operational Area via the Office of Emergency Services or the Emergency Operating Center.

Figure 7: SEMS Functional Chart - Logistics Section



LOGISTICS SECTION STAFF

The Administrative Services Director will fill the position of Logistics Section Manager. The Administrative Services Assistant Director shall serve as first alternate and the Information Systems Manager will serve as second alternate to the Logistics Section Manager.

The Logistics Section Manager will determine, based on present and projected requirements, the need for establishing specific and/or specialized units. The following units may be established as the need arises:

- Resources Processing Unit
- Communications Branch
- Transportation Unit
- Personnel Unit
- Facilities Unit
- Mess/Lodging Unit

The Logistics Section Manager may activate additional units as necessary to fulfill an expanded role.

Logistics Section Manager

The Logistics Section Manager, a member of the EOC Director's General Staff, is responsible for supporting the response effort and the acquisition, transportation and mobilization of resources. Information is needed to:

- Understand the current situation.
- Predict probable resource needs.
- Prepare alternative strategies for purchasing and resources management.

Resources Processing Unit

The Resources Processing Unit is responsible for maintaining detailed tracking records of resources allocation and use (resources already in place, resources requested but not yet on scene and estimates of future resource needs); for maintaining logs and invoices to support the documentation process and for resources information displays in the EOC; responsible for obtaining all non-fire and non-law enforcement mutual aid materials, equipment and supplies to support emergency operations and arranging for delivery of those resources. It cooperates closely with the Operations Section (to determine resources currently in place and resources needed) and with the Planning & Intelligence Section (to provide resources information to the EOC Action Plan).

Communications Branch

The Communications Branch is responsible for supporting all technical needs of the County EOC. The Communications Unit is responsible for managing all radio, data, and telephone needs of the EOC staff and well as facilitating county interoperability.

Transportation Unit

The Transportation Unit is responsible for transportation of emergency personnel, equipment and supplies and for coordinating the Disaster Route Priority Plan. The Disaster Route Priority Plan will identify the safest and most appropriate corridor for moving supplies to and from a disaster area.

Personnel/Volunteers Unit

The Personnel Unit is responsible for obtaining, coordinating and allocating all non-fire and non-law enforcement mutual aid personnel support requests received; for registering volunteers as Disaster Services Worker Volunteers and for managing EOC personnel issues and requests.

Facilities Unit

The Facilities Unit is responsible for ensuring that adequate facilities are provided for the response effort, including securing access to the facility and providing staff, furniture, supplies and materials necessary to configure the facility in a manner adequate to accomplish the mission.

Mess/Lodging Unit

The Mess/Lodging unit is responsible for obtaining food and lodging for incident staff, and agency representatives providing mutual aid to Yuba County.

COUNTY OF YUBA EMERGENCY OPERATIONS PLAN

FINANCE SECTION

Purpose

To enhance the fiscal accounting and recovery of the County of Yuba, to respond to emergencies by providing appropriate financial management, fiscal support, coordination in support of County emergency operations, and the recovery of costs as allowed by Federal and State law. It is the policy of this Section that the priorities are as follows:

- Protect life and property.
- Provide a continuity of financial management, coordination, and support from the onset of the disaster throughout the entire recovery period.
- Complete disaster related documentation related to all County disaster expenditures/costs.
- Cooperate/Communicate with all other branches/sections during the County's emergency response effort.
- Develop and maintain adequate disaster accounting for the County in its dealings with the State and Federal Government.
- Secure maximum recovery for all eligible costs.

Overview

The Finance Section's primary responsibility is to maintain, to the greatest extent possible, the financial systems necessary to keep the county functioning during a disaster/emergency. These systems include:

- Payroll
- Payments
- Revenue collection
- Claim processing
- Cost recovery documentation

This Section is also responsible for supervising the negotiation and administration of vendor and supply contracts and procedures.

The level of the disaster/emergency will determine the extent to which the Finance Section will mobilize. In a low-level emergency, only part of the section shall mobilize. In the event of wide-spread disaster the entire section shall mobilize. During any declared state or federal disaster, Finance & Administration Section support staffing levels shall be augmented by emergency extra-hire staffing as deemed necessary by the Section Manager, in an effort to adequately support the required disaster fiscal obligations and mandates set forth by the state and/or federal government.

Objectives

The Finance Section acts in a support role during all disasters/emergencies, ensuring that all required county financial records are preserved for future use and all The Governor's Office of

Emergency Services and FEMA filing requirements are supported through proper and accurate documentation of all labor and equipment related actions taken during the disaster/emergency.

The Finance Section will accomplish the following objectives during all declared disasters/emergencies:

1. Notify all County departments or other branches/sections that the Disaster Accounting System is activated and must be used during the declared disaster/emergency.
2. Determine the working capability of the County Bank, in regard to their ability to continue current and future financial transactions throughout the disaster period.
3. Maintain the financial continuity of the County (payroll, payments and revenue collection).
4. Disseminate information regarding the Disaster Accounting System requirements to all county departments or branches/sections as necessary.
5. Immediately following the declaration of a disaster/emergency by the State and/or Federal Governments, coordinate with County OES and the County Administrator to initiate the recovery process of County cost reimbursement with the appropriate disaster assistance agencies as determined by the disaster/emergency.
6. Coordinate with all County departments or branches/sections to collect and adequately document all costs pertaining to the disaster/emergency. Utilize Disaster Invoice payment approval and labor records.
7. Coordinate with the relevant disaster assistance agencies/officials for the required inspections, documentation, audits and other necessary work in order to adequately recover disaster costs.

For disasters/emergencies where the County's computer systems and bank are accessible and usable:

- Inform all county departments or branches/sections, that the payroll and payments processing will be handled on a "business-as-usual" basis, except that the Disaster Accounting System will be used for all disaster/emergency related costs.
- Continue with objectives 4 through 7 above.

For declared disasters/emergencies where the County's computer systems and/or bank are either inaccessible or unusable for a short period of time; i.e., less than one week:

- Inform all County departments or all other branches/sections that payroll and payments will be on hold for a short time, and that processing will continue on a normal basis as of a specified date.
- Continue with objectives 3 through 7 above.

For disasters/emergencies where the County's computer and/or bank systems are either inaccessible or unusable for an extended period of time; i.e., one week or more:

- Inform all County departments or all other branches/sections that Disaster Accounting procedures will be necessary to cover the next payroll and all future critical payments.
- Activate other Finance Section Units as necessary.
- Continue with objectives 3 through 7 above.

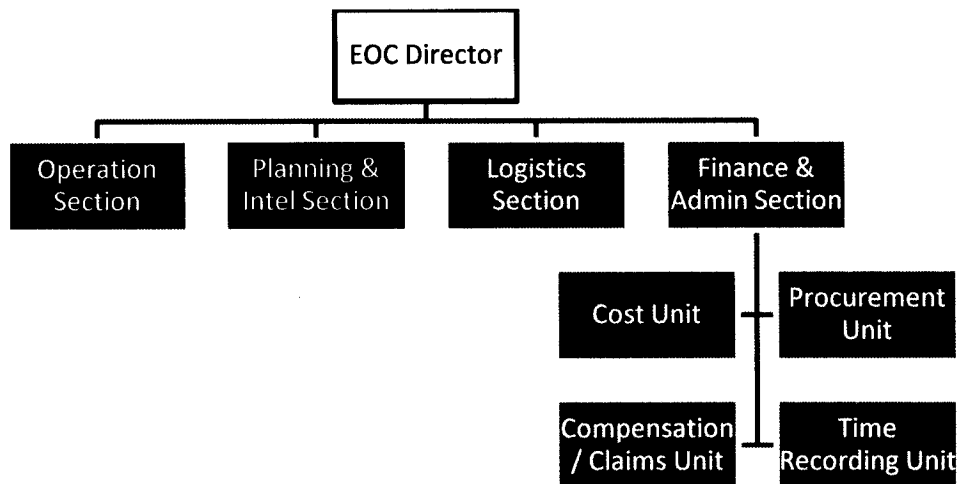
Concept of Operations

The Finance & Administration Section will operate under the following policies during a declared disaster/emergency as the situation dictates:

- The Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) shall be followed.
- All existing County and departmental fiscal operating procedures will be adhered to, except as modified by the County Auditor or the EOC Director.
- For declared disasters/emergencies that leave the accounting systems accessible and usable, normal working hours will be retained for all but the Cost Recovery Unit. This unit will function on a schedule as required to perform and complete Section objectives.

For declared disasters/emergencies that render the accounting systems either inaccessible or unusable for any period of time, appropriate personnel in the activated units will be on an operational period as determined by the Finance Section Manager. This can include 12 hours shifts. These shifts normally run 6:00 a.m. to 6:00 p.m.

Figure 8: SEMS Functional Chart - Finance & Admin Section



FINANCE SECTION STAFF

The Auditor/Controller shall serve the county during times of emergency/disaster as the Finance Section Coordinator. The Assistant Auditor shall serve as the first alternate and the Treasurer/Tax Collector as the second alternate to the Finance Section Coordinator.

Finance Section Manager

The Finance Section Manager is responsible for activating the Disaster Accounting System. He/She oversees and coordinates with the Unit management staff, the overall fiscal response and recovery effort throughout the entire disaster/emergency, and ensures that the payroll and revenue collection process continues to function as required during the disaster/emergency.

The Finance Section Manager shall determine, based on available situation requirements; the need for establishing specific and/or specialized branches/groups/units within his/her Section. The following units should be activated as required, supported by designated county staff or emergency extra-hire staff:

- Cost Unit
- Time Recording
- Compensation/Claims Unit
- Procurement

Cost Unit

The Cost Unit should be activated at the onset of any disaster/emergency. This Unit performs a critical role throughout the entire disaster process as it is responsible for maintaining the Disaster Accounting System and maintaining procedures required to capture and document all costs relating to disasters/emergencies, in coordination with other relevant departments/branches/sections. The Unit also acts as liaison with the various disaster assistance agencies and coordinates the recovery of costs as allowed by law. The Unit must ensure that all pieces of equipment and personnel that require payment are properly identified; obtain and record all cost data; analyze and prepare estimates of incident costs and maintain accurate records of incident costs. Maintenance of records in such a manner that will pass audit is also an extremely important task of this Unit. Accurate and timely documentation is essential to financial recovery.

Time Unit

The Time Unit is responsible for tracking hours worked by paid personnel, volunteers, contract labor, mutual aid and all others and ensuring that daily personnel time recording documents are prepared and compliance to agency's time policy is being met. The Time Unit is responsible for ensuring that time and equipment use records identify scope of work and site-specific work location consistent with initial safety/damage assessment records, sites and Damage Survey Reports.

Personnel time and equipment use records should be collected and processed for each operational period as necessary. Records must be verified, checked for accuracy and posted according to existing policy. Excess hours worked must also be determined and separate logs

maintained. Time and equipment use records must be compiled in appropriate format for cost recovery purposes.

Compensation/Claims Unit

The Compensation/Claims Unit is responsible for managing the investigation and compensation of physical injuries and property damage claims involving the County of Yuba arising out of an emergency/disaster. This includes completing all forms required by worker's compensations programs and local agencies, maintaining a file of injuries and illnesses associated with the incident and for providing investigative support of claims and upon settlement of claims.

Procurement

The Procurement Unit is responsible for administering all financial matters pertaining to vendor contracts, leases, and fiscal agreements. The Procurement Unit will coordinate with jurisdictions on plans and supply sources. The Unit will prepare and authorize contracts, land use agreements and memorandums of understanding.

RECOVERY OPERATIONS

OVERVIEW

In the aftermath of a disaster, returning vital life support and infrastructure systems will mark the beginning of recovery operations within the Operational Area. In the recovery phase essential services and activities must be restored. The County of Yuba and its governmental and volunteer agencies can help individuals, families and businesses recover from emergencies by ensuring that these services and resources for assistance are made available. Recovery occurs in two phases: short-term and long-term.

Short-Term Recovery

The goal of short-term recovery is to restore local government to at least a minimal capacity.

Short-term recovery includes:

- Utility restoration; electric, gas, water, propane, telephone service, etc.
- Expanded social, medical, and mental health services
- Re-establishment of Yuba County government operations
- Reopen transportation routes
- Debris removal and cleanup operations
- Abatement and demolition of hazardous structures.

Each jurisdiction will coordinate its efforts to restore utility systems and services during recovery operations. Medical services may need to operate from temporary facilities, as necessary. The County and cities will ensure that debris removal and cleanup operations are expedited to provide for public health and safety. Structures that pose a public safety concern will be demolished.

Long-Term Recovery

The goal of long-term recovery is to restore facilities to pre-disaster condition. Long-term recovery includes, restoration or reconstruction of public facilities, disaster response cost recovery and hazard mitigation activities. Affected jurisdictions are responsible for development and addressing mitigation. The major objectives of long-term recovery operations include:

- Restoring facilities to pre-disaster condition
- Coordinated delivery of social and health services
- Re-establishing the local economy to pre-disaster levels
- Recovery of disaster response costs
- Improved land use planning
- Effective integration of mitigation strategies into recovery planning and operations
- Review and revision of the EOP

Public information during the recovery process may be handled independently by each agency or jurisdiction. Prior to release all information will be forwarded to the Operational Area's Joint Information Center (JIC) for comprehensive review and disbursement.

RECOVERY DOCUMENTATION

Recovery operations will begin shortly after response efforts. This will require a coordinated effort from the Recovery Planning Unit within the Planning/Intel Branch and the Finance Branch. Information acquired and created during response activities forms the basis for recovery documentation. To obtain maximum reimbursement for disaster-related expenditures, it is critical that the Operational Area and local government and jurisdictions:

- Implement disaster documentation system during a disaster
- Ensure disaster-related expenditures are easily distinguished from on-going activities
- Maintain accurate accounting records including:
 - Force account labor (timesheets) and equipment
 - Invoices for rented equipment, materials and purchases
 - Photographs of damage and repair
 - Insurance information
 - Environmental and historical preservation issues
 - Records of donated goods and supplies
- These records must be maintained for three years after the last action on the disaster application (The Governor's Office of Emergency Services will notify when three year-time frame begins)

ASSESSMENTS AND ORGANIZATION DURING RECOVERY

Safety Assessment Program

Immediately following a disaster, it is imperative that the safety of public and private structures be determined. The Safety Assessment Program (SAP) provides professional evaluators (volunteers) and mutual aid resources to local governments, to determine use and occupancy of homes, buildings and infrastructure. Evaluators may be deputized by the local building official to post placards (green, yellow or red) on facilities. SAP evaluators are typically registered engineers, licensed architects or certified building officials or inspectors. All volunteer evaluators are designated as Disaster Service Workers and are covered under California's worker's compensation and liability protection laws. If the Operational Area requires additional building inspectors to perform safety assessments they will be requested by the Operational Area through the REOC.

Damage Assessments

When requesting state or federal disaster assistance, local government **must** provide information to support the request. The chart below describes the mechanisms required to document damages and determine needed assistance in the impacted area.

Table 4: Damage Assessment Report Types

Report Title	Responsible Party	Description Needed	Purpose of Report
Initial Damage Estimate (IDE)	Local jurisdiction	Initial description of damage including: <ul style="list-style-type: none"> • type and extent of public and private sector damage • basic repair and emergency response costs • any acute public health issues • number of homes and businesses not insured or underinsured. 	Provides information for The Governor's Office of Emergency Services to determine if state and/or federal disaster assistance is warranted and to what extent resources are needed. An IDE should be provided concurrently with request for assistance. Not providing this information promptly can delay assistance.
Preliminary Damage Assessment (PDA)	DAD field staff assisted by OES regional staff, local, state and/or federal government staff	Preliminary detailed damage report including: <ul style="list-style-type: none"> • facility types (e.g., school, road, private residences) and location • facility insurance and/or maintenance records • damage description and repair estimates • local government budget reports • destroyed/damaged residences, personal property, businesses • any identified environmental or historical issues 	Provides information for The Governor's Office of Emergency Services to determine extent and type of state and/or federal disaster assistance. This information is also used by FEMA to prepare a regional analysis of the request for consideration by FEMA headquarters.
Damage Assessment by other Federal Agencies	Small Business Administration (SBA)	Includes the number of private homes and businesses damaged or destroyed and estimated uninsured losses. It also may include documentation showing economic injury to businesses.	Ensures minimum damage criteria have been satisfied to implement the Physical or Economic Injury Disaster Loan Program.
	U.S. Dept. of Agriculture (USDA) and/or local Agricultural Commissioner	Includes cause, type and value of crop/livestock losses.	Provides USDA with justification to implement emergency loan program.

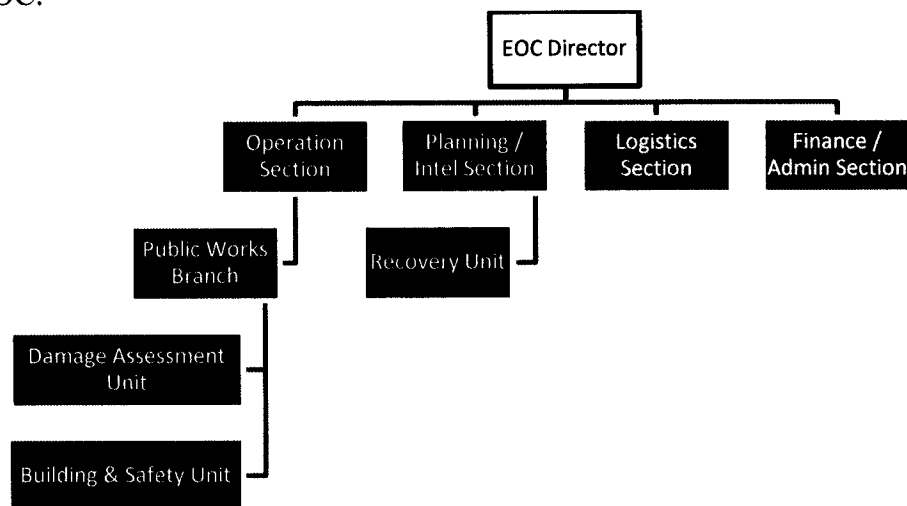
IDE: This report is available via the online Response Information Management System (RIMS) located on the The Governor's Office of Emergency Services Web site at: <http://www.oes.ca.gov>.

Debris Removal

The California Disaster Assistance Act governs the eligibility rules for disaster debris removal within the State. Although the Public Works Branch of the Operations Section will initiate the debris removal function, undoubtedly their actions will need to be coordinated throughout the recovery process with an individual or unit that monitors reimbursable costs. Additional information can be gathered from the Governor's Office of Emergency Services Recovery Operations document located in the EOC resource library.

Recovery Organization

The County of Yuba will activate the Rapid Assessment Unit under the Public Works Branch in the Operations Section of the EOC to manage the collection of data during the recovery stages. This information will be compiled by the Recovery Unit in the Planning and Intel Section of the County's EOC.



RECOVERY DISASTER ASSISTANCE

Emergency Proclamations/Declarations

If the local government or Operational Area requires state or federal assistance, it is important to know if a local proclamation of an emergency is a prerequisite to obtaining the assistance. The chart below provides an overview of the available programs and indicates proclamation/declaration requirements.

Please Note: If a local emergency proclamation is required, it must be issued within 10 days of the event.

Table 5: Assistance available with proclamation and/or declaration

Program Name	Type of Assistance	Local Proclamation Required?	State of Emergency Required?	Federal Declaration or Designation Required?
SAP	Provides professional evaluators to determine safety, use and occupancy of homes and buildings	No	No	No
FMAG	Reimbursement of emergency response costs for fire suppression	No	No	Yes
State PA under an OES Director's Concurrence	Funding to restore public infrastructure	Yes	No	No
State PA under a Governor's proclamation of state of emergency	Reimbursement of local emergency response costs, debris removal and funding to restore public infrastructure	Yes	Yes	No
Federal PA (Major Disaster declaration)	Reimbursement of local emergency response costs, debris removal and funding to restore public and allowable private-non-profit infrastructure	Yes	Yes	Yes
Federal PA (emergency declaration)	Reimbursement of local emergency response costs	Yes	Yes	Yes
Individuals and Household Program (IHP)	Grants for unmet recovery needs to individuals and families	Yes	Yes	Yes
State Supplemental Grant Program (SSGP)	Supplemental grants for individuals for recovery may be available only when maximum IHP has been reached	Yes	Yes	Yes
SBA Economic Injury Disaster Loan Program	Working capital loans for small businesses that have suffered an economic loss	No	No	Yes
SBA Physical Disaster Loan Program	Loans for individuals, families and businesses that have lost real and personal property	No	No	Yes
USDA Disaster Designation	Loans for farmers and ranchers for physical and crop production losses	No	No	Yes
Crisis Counseling Programs	Referral/resource services and short term counseling for emotional and mental health problems caused by the disaster	Yes	Yes	Yes
Disaster Unemployment Assistance	Weekly unemployment benefits and job finding services due to a disaster	Yes	Yes	Yes

How to Access Assistance

When disaster strikes and damages exceed local capabilities, the Operational Area may request state and/or federal disaster assistance. A local proclamation of an emergency may be a prerequisite for the assistance requested. If a request for assistance is necessary, the Operational Area should:

- Include the following information in the request:
 - Copy of the local proclamation (if required)
 - Initial Damage Estimate (IDE)
 - Written request/resolution by designated official
 - Type of disaster
 - Date of occurrence and whether situation is continuing
 - Areas affected
 - Type of assistance needed;
- Submit the request to:
 - Operational Area (local governments & jurisdictions)
 - OES REOC;
- Submit the request by the deadlines mentioned in the tables that follow; and
- Submit the request separately by a city *only* if the Op. Area has not already submitted the same request.

Local Assistance Centers

Local Assistance Centers (LACs) may be established to provide a centralized location for services and resource referrals for the unmet needs of disaster victims. State funding may be available for eligible LAC operations. Historically, LACs have proven to be a key factor for a successful recovery. LAC characteristics generally include:

- Resource facility for recovery information, services and programs;
- Community-based service facilities;
- Managed by local government; and
- Staffed by PNPs, local, state and federal government, as appropriate.

Disaster Recovery Centers (DRCs)

Disaster Recovery Centers (DRCs) may also be activated by key federal agencies to provide convenient locations for victims and private non-profit organizations to obtain information about FEMA and SBA programs. DRC characteristics generally include:

- Fixed or mobile resource facility for FEMA and SBA recovery information
- Managed by federal government; and
- Staffed by FEMA, OES, SBA and other federal, state and local agencies as appropriate.

Disaster Assistance Programs

The following tables are designed to provide local emergency managers a quick reference to disaster assistance programs administered or coordinated by the Disaster Assistance Division (DAD) of the Governor's Office of Emergency Services. The tables are grouped by potential recipients and indicate general program implementation criteria, including key deadlines.

Public Assistance through The Governor's Office of Emergency Services

Public agencies include state agencies and departments, cities, counties, school districts, community college districts, special districts and certain private non-profit agencies. The following table describes implementation criteria for the five main public assistance disaster programs administered by OES: Director's Concurrence, Governor's Proclamation of a State of Emergency, Fire Management Assistance Program (FMAG), Presidential Declaration of an Emergency, and Presidential Declaration of a Major Disaster.

Table 6: Types of Public Assistance through Cal OES

Type of Assistance	Program Name and Authority	Cost Share Requirements	Implementation Criteria
Funding to restore damaged public infrastructure (e.g. roads, buildings, utilities)	State Public Assistance CDAA - Director's Concurrence with local emergency	75% State 25% Local	Local agency must proclaim an emergency and request a "Director's Concurrence" within 10 days of an event. A Governor's proclamation of a state of emergency is not required for the OES Director to provide CDAA funding to repair damaged public facilities.
Reimbursement of local emergency response costs, debris removal, and funding to restore damaged public infrastructure	State Public Assistance CDAA - Governor's Proclamation of a State of Emergency	75% State 25% Local	Local agency must proclaim an emergency and request the Governor to proclaim a state of emergency within 10 days of an event. The request should include dates of the event, an IDE, areas affected and appropriate type of assistance needed.
Reimbursement for fire suppression costs	FMAG Stafford Act	75% Federal 25% Local	Responsible fire agency must request FMAG assistance while the fire is still burning out of control. Neither local nor state emergency proclamations are necessary for the implementation of this program.
Reimbursement of local emergency response and debris removal costs	Federal and State Public Assistance. Stafford Act and CDAA - Presidential Declaration of an Emergency	75% Federal 18.75% State 6.25% Local	Local agency must proclaim an emergency and request the Governor to proclaim a state of emergency within 10 days of an event. The Governor has 5 days to request federal assistance. Local government should provide detailed information including dates of the event, an IDE, areas affected, appropriate type of assistance needed.
Funding to restore public infrastructure* and reimbursement of emergency response and debris removal costs	Federal and State Public Assistance Stafford Act and CDAA - Presidential Declaration of a Major Disaster	75% Federal 18.75% State 6.25% Local	Local agency must proclaim an emergency and request the Governor to proclaim a state of emergency within 10 days of an event. The Governor has 30 days to request federal assistance. Local government should provide detailed information (dates of event, IDE, areas affected, and appropriate type of assistance needed.) *Funding beyond what is necessary to restore a facility may also be approved for hazard mitigation measures to ensure that future similar damage will not occur. These mitigation projects include cost-effective improvements to the current design and capacity of the existing facility.
Funding to provide crisis counseling services	FEMA Crisis Counseling Program Stafford Act	75% Federal 25% State	This program is funded by FEMA and administered through the state Department of Mental Health. Benefits may be short term or long-term (up to 9 months).

Public Assistance through Other Agencies

The following table describes the implementation criteria for disaster assistance programs available to public entities through federal agencies other than FEMA. Through CDAA, the state may also cost share with these federal programs.

Table 7: Public Assistance - All Other Types

Type of Assistance	Program Name/Lead Federal Agency and Authority	Cost Share Requirements	Implementation Criteria
Watershed restoration	Emergency Watershed Program /NRCS Division of the U.S. Dept of Agriculture Section 216, P.L. 81-516 and Sections 403-405, P.L. 95-334	75% NRCS 18.75% State 6.25% Local	Eligible activities include providing financial and technical assistance to remove debris from streams, protect destabilized stream banks, establish cover on critically eroding lands, repair conservation practices, and the purchase of flood plain easements. This program does not require a Presidential disaster declaration before it is implemented. However, in order for the sponsoring agency to be eligible for state cost share, the Governor must have proclaimed a state of emergency for the event. For additional information refer to: www.nrcs.usda.gov
Emergency flood and post-flood activities	USACE Emergency Operations /USACE Flood Control and Coastal Emergencies Act (P.L. 84-99)	100% USACE	The USACE may provide manpower, supplies, and equipment for flood-fighting, debris clearance and temporary levee repairs during the emergency period and up to a maximum of 10 days thereafter. This program does not require a Presidential disaster declaration before it is implemented. For additional information refer to: www.usace.army.mil
Restoration of publicly sponsored flood control structures	USACE Rehabilitation Program/USACE Flood Control and Coastal Emergencies Act (P.L. 84-99)	100% USACE	The USACE Rehabilitation program provides assistance for permanent repairs to federal system levees. Although USACE covers the repair costs, the local sponsoring agency may be required to purchase additional soil and must sign "Hold Harmless" agreements and other applicable assurances before work can begin. This program does not require a Presidential disaster declaration before it is implemented. For additional information refer to: www.usace.army.mil
Emergency repairs to federal roads and highways	FHWA Emergency Relief (ER) Program/FHWA Title 23, U.S.C., Section 125	100% FHWA if performed within 180 days of an event.	This program may be implemented upon a Presidential Declaration or by special request from the Governor when a state of emergency has been proclaimed. The FHWA ER program is administered through Caltrans. For additional information refer to: http://www.fhwa.dot.gov/programadmin/erelief.html
Permanent restoration of damaged federal aid highways	FHWA ER Program / FHWA Title 23, U.S.C., Section 125	88.53% FHWA 8.6% State 2.87% Local	FHWA funds 88.53 percent of repairs upon a Presidential Declaration or by special request from the Governor when a state of emergency has been proclaimed. The FHWA program is administered through Caltrans in close coordination with OES. For additional information refer to: http://www.fhwa.dot.gov/programadmin/erelief.html
Long-term economic redevelopment	HUD Disaster Recovery Initiative/HUD Section 122 of the Housing and Community Act of 1974, as amended	75% Federal 18.75% State 6.25 % Local	Funds earmarked for certain HUD projects may be transferred to emergency projects if not covered by FEMA and are in the best interest of the post-disaster stricken community. California Department of Housing and Community Development administers this program. For additional information refer to: http://www.hud.gov/offices/cpd/communitydevelopment/programs

Individual and Family Assistance

The following table describes the implementation criteria for programs that are available to assist businesses, families and individuals, and Private non-Profit (PNPs) agencies in recovering from a disaster.

Table 8: Individual and Family Assistance

Type of Assistance	Program Name and Authority	Loan/Grant Maximum *	General Implementation Criteria
Low interest loans for losses to real property (primary residences) which may include mitigation measures	SBA Physical Disaster Loan Program 13 CFR Ch. 1 Part 123	\$200,000	The SBA Physical loan program may be implemented upon a Presidential declaration of an emergency or major disaster. Victims are required to first seek loan assistance through SBA before they can be considered for a federal grant through FEMA. SBA also has the authority to independently (without a Presidential declaration) implement the program when at least 25 homes and/or businesses suffer 40% uninsured losses of their estimated fair market or pre-disaster fair market value, whichever is lower. In this case, a request for SBA declaration must be requested through OES within 60 days of the occurrence.
Low interest loans for losses to personal property	SBA Physical Disaster Loan Program 13 CFR Ch. 1 Part 123	\$40,000	Same as above.
Grants to cover temporary housing needs, home repairs, losses to personal property, transportation expenses, funeral and medical expenses, etc.	Individual and Households Program (IHP) Robert T. Stafford Act Disaster Relief and Assistance Act, 44 CFR Ch. 1, Part 206, Subpart D, Sect. 206.110	\$25,600	This is a federal grant program managed and administered by FEMA upon a Presidential Declaration of an Emergency or Major Disaster. Victims who are found to be ineligible for an SBA loan are referred to FEMA's IHP program.
Grants to individuals and families that have received the maximum IHP grant but still have unmet needs	State Supplemental Grant Program California Department of Social Services W/I 13600-13601	\$10,000	This program is administered through the state Department of Social Services. It is only implemented when FEMA has activated the IHP. The state has no authority to activate the SSGP independent of a federal declaration.
Disaster Unemployment Assistance	DUA U.S. Department of Labor, 20 CFR, Part 625 44 CFR, part 206.141	N/A	This program may be implemented by the Department of Labor upon a Presidential declaration. It allows those unemployed due to a disaster up to 26 weeks of unemployment benefits.

*Please note that these amounts were current as of March 1, 2004. They are adjusted annually based on the consumer price index.

Businesses, Ranchers and PNP Assistance

The following table describes the implementation criteria of programs that are available to assist businesses, ranchers, and Private non-Profit (PNP's) agencies in recovering from a disaster.

Table 9: Business, Ranchers, and PNP Assistance

Type of Assistance	Program Name and Authority	Loan Maximum*	Implementation Criteria
Low interest loans to businesses and PNPs, for losses to real property	SBA Physical Disaster Loan Program 13 CFR Ch. 1 Part 123	\$1.5 Million	The SBA Physical loan program may be implemented upon a Presidential declaration of an emergency or major disaster. SBA also has the authority to independently implement the program when at least 25 homes and/or 3 businesses have suffered 40% uninsured losses due to a disaster. Typically, when SBA declares a disaster for a county, contiguous counties are also eligible.
Low interest loans to businesses and to help cover working capital	SBA EIDL 13 CFR Ch. 1 Part 123	\$1.5 Million	SBA also the authority to independently implement the program with certification by the OES Director that at least five small business concerns in a disaster area have suffered economic injury and are in need of financial assistance not otherwise reasonably available. The SBA may provide economic injury assistance for a disaster determined by the Secretary of Agriculture. Under these designations, SBA makes economic injury assistance available to eligible small businesses. EIDL loans become available under all SBA physical declarations. The maximum SBA loan assistance is \$1.5 Million, whether it is a Physical Disaster Loan, an EIDL loan, or a combination of both programs.
Low interest loans to farmers, ranchers and aqua culturists for physical and/or crop production losses resulting from an unusual natural occurrence (weather pattern, pest, etc.)	Secretarial Designation-Agricultural disaster U.S. Department of Agriculture, Farm Services Agency 7 CFR, Ch 18, part 1945, Subpart A	\$500,000	Emergency loans are made to farmers and ranchers who have suffered at least a 30-percent loss in crop production or a physical loss to livestock products, real estate or chattel property. The Secretary of Agriculture can implement this program when requested by OES on behalf of a local agricultural commissioner or local government authority, or implemented automatically when the President declares a major disaster or emergency. When requested on its own authority, supporting documentation to the types of crops and level of damage must be submitted. A proclamation of local or state emergency is not required for this program.

*Please note that these amounts were current as of March 1, 2004. They are adjusted annually based on the consumer price index.

AFTER-ACTION REPORTS

The Standardized Emergency Management System (SEMS) regulations require any city, city and county, or county declaring a local emergency for which the Governor proclaims a State of Emergency, to complete and transmit an After-Action Report to OES within 90 days of the close of the incident period. Please reference Attachment 2 for a sample. The After-Action Report will provide, at a minimum, the following:

- Response actions taken;
- Application of SEMS;
- Suggested modifications to SEMS;
- Necessary modifications to plans and procedures;
- Training needs; and
- Recovery activities to date.

The After-Action Report will include an overview of the incident, including enclosures, and will address specific areas of the response. It will provide information regarding coordinated efforts and activities. Hazard mitigation efforts may be included in the “recovery actions to date” portion of the after-action report as well as suggested planning efforts.

The After-Action Report will serve as a source for documenting the Yuba County Operational Area's emergency response activities, and actions. The report will identify areas of concern and provide information for addressing modifications of procedures and plans. It will also be utilized to develop a work plan for implementing modifications to the EOP and local government policy.

The Yuba County Office of Emergency Services will be responsible for the completion and distribution of the Operational Area after-action report, including sending it to the Governor's Office of Emergency Services, Inland Region, within the required 90 day period. The designated emergency services coordinators for each affected Operational Area jurisdiction will be responsible for submitting the jurisdiction's report to the Yuba County Office of Emergency Services. .

PART III - GLOSSARY OF TERMS

This Glossary contains definitions of terms commonly used in the Emergency Management and is consistent with terms used in the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).

A

Activate: At a minimum, a designated official of the emergency response agency that implements SEMS as appropriate to the scope of the emergency and the agency's role in response to the emergency.

Aerial Reconnaissance: An aerial assessment of the damaged area which includes gathering information on the level and extent of damage and identifying potential hazardous areas for on-site inspections.

After Action Report: A report covering response actions, application of SEMS, modifications to plans and procedures, training need, and recovery activities. After action reports are required under SEMS after any emergency which requires a declaration of an emergency. Reports are required within 90 days.

Agency: An agency is a division of government with specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. In ICS, agencies are defined as jurisdictional (having statutory responsibility for incident mitigation), or assisting and/or cooperating (providing resources and/or assistance). (See Assisting, Cooperating Agency and Multi-agency.)

Agency Assistance: Grants for projects or planning activities, loans, and all other forms of financial or technical assistance provided by the Agency.

Agency Dispatch: The agency or jurisdictional facility from which resources are allocated to incidents.

Agency Executive or Administrator: Chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

Agency Representative: An individual assigned to an incident or to an EOC from an assisting or cooperating agency who has delegated authority to make decisions on matters affecting that agency's participation at the incident or at the EOC. Agency Representatives report to the Liaison Officer at the incident, or to the Liaison Coordinator at SEMS EOC levels.

Air Operations Branch Director: The person primarily responsible for preparing and implementing the air operations portion of the Incident Action Plan. Also responsible for providing logistical support to helicopters operating on the incident.

Allocated Resources: Resources dispatched to an incident.

American Red Cross: A non-governmental volunteer organization (NGO) agency that provides disaster relief to individuals and families.

Area Command: An organization established to: 1) oversee the management of multiple incidents that are each being handled by an Incident Command System organization; or 2) to oversee the management of a very large incident that has multiple Incident Management Teams assigned to it. Area Command has the responsibility to set overall strategy and priorities allocate critical resources based on priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed.

Assigned Resources: Resources checked in and assigned work tasks on an incident.

Assignments: Tasks given to resources to perform within a given operational period, based upon tactical objectives in the Incident or EOC Action Plan.

Assistant: Title for subordinates of the Command Staff positions at the Field SEMS level. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be used to supervise unit activities at camps.

Assisting Agency: An agency directly contributing tactical or service resources to another agency.

Available Resources: Incident-based resources which are available for immediate assignment.

B

Base: The location at an incident at which primary logistics functions for an incident are coordinated and administered. There is only one Base per incident. (Incident name or other designator will be added to the term "Base.") The Incident Command Post may be collocated with the Base.

Base Flood Elevation (BFE): The elevation for which there is a one-percent chance in any given year that flood levels will equal or exceed it. The BFE is determined by statistical analysis for each local area and designated on the Flood Insurance Rate Map. It is also known as the 100-Year Flood.

Branch: The organizational level at the SEMS Field Level having functional or geographic responsibility for major parts of incident operations. The Branch level is organizationally between Section and Division/Group in the Operations Section, and between Section and Units in the Logistics Section. Branches are identified by the use of Roman Numerals or by functional name (e.g., medical, security, etc.). Branches are also used in the same sequences at the SEMS EOC Levels.

Branch Director: The ICS title for individuals responsible for supervision of a Branch at the Field Level. At SEMS EOC levels, the title Branch Coordinator is preferred.

C

Cache: A pre-determined complement of tools, equipment and/or supplies stored in a designated location, available for incident use.

California Emergency Council: The official advisory body to the Governor on all matters pertaining to statewide emergency preparedness.

Camp: A geographical site, within the general incident area, separate from the Incident Base, equipped and staffed to provide sleeping, food, water, and sanitary services to the incident personnel.

Care and Shelter: A phase of operations that meets the food, clothing, and shelter needs of people on a mass care basis.

Casualty Collection Points (CCP): A location within a jurisdiction which is used for the assembly, triage (sorting), medical stabilization, and subsequent evacuation of casualties. It may be used for the receipt of incoming medical resources (doctors, nurses, supplies, etc. Preferably the site should include or be adjacent to an open area suitable for use as a helicopter pad.

Catastrophic Disaster: Although there is no commonly accepted definition of a catastrophic disaster the term implies an event or incident which produces severe and widespread damages of such a magnitude as to result in the requirement for significant resources from outside the affected area to provide the necessary response.

Catastrophic Disaster Response Group (CDRG): The national-level group of representatives from the Federal department and agencies under the Plan. The CDRG serves as a centralized coordinating group which supports the on-scene Federal response and recovery efforts. Its members have access to the appropriate policy-makers in their respective parent organizations to facilitate decisions on problems and policy issues.

Chain of Command: The order in which authority and power in an organization is wielded and delegated from top management to every employee at every level of the organization. Instructions flow downward along the chain of command and accountability flows upward.

Check-in: The process whereby resources first report to an incident or into an EOC/ Check-in locations at the SEMS Field level include: Incident Command Post (Resources Unit), Incident Base, Camps, Staging Areas, Helibases, Helispots, and Division Supervisors (for direct line assignments).

Checklist: A list of actions taken by an element of the emergency organization in response to a particular event or situation.

Civil Air Patrol: A civilian auxiliary of the United States Air Force which provides personnel, services, and equipment for specified missions in support of state and local emergency operations.

Civil Unrest: Any incident intended to disrupt community affairs that require police intervention to maintain public safety including riots and mass demonstrations as well as terrorist attacks.

Clear Text: The use of plain English in radio communications transmissions. No Ten Codes or agency specific codes are used when utilizing Clear Text.

Code of Federal Regulations (CFR): "49 CFR" refers to Title 49, the primary volume regarding hazmat transportation regulations.

Command: The act of directing, and/or controlling resources at an incident by virtue of explicit legal, agency, or delegated authority. May also refer to the Incident Commander.

Command Post: (See Incident Command Post)

Command and Control (Emergency Management): The provision of overall operational control and/or coordination of emergency operations at each level of the Statewide Emergency Organization, whether it be the actual direction of field forces or the coordination of joint efforts of governmental and private agencies in supporting such operations.

Command Staff: The Command Staff at the SEMS Field level consists of the Information Officer, Safety Officer, and Liaison Officer. They report directly to the Incident Commander. They may have an assistant or assistants, as needed. These functions may also be found at the EOC levels in SEMS. At the EOC, they would report to the EOC Director but may be designated as Coordinators. At EOCs, the functions may also be established as Sections, or Branches to accommodate subsequent expansion.

Communications Unit: An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A communications Unit may also be a facility (e.g. a trailer or mobile van) used to provide the major part of an Incident Communications Center.

Community Right-to-Know: Legislation requiring the communicating of chemical information to local agencies or the public.

Compact: Formal working agreements among agencies to obtain mutual aid.

Compensation Unit/Claims Unit: Functional unit within the Finance/Administration Section responsible for financial concerns resulting from property damage, injuries or fatalities at the incident or within an EOC.

Complex: Two or more individual incidents located in the same general area which is assigned to a single Incident Commander or to a Unified Command.

Comprehensive Emergency Management (CEM): An integrated approach to the management of emergency programs and activities for all four emergency phases (mitigation, preparedness, response, and recovery), for all types of emergencies and disaster (natural, manmade, and attack), and for all levels of government (local, State, and Federal) and the private sector.

Continuity of Government (COG): All measures that may be taken to ensure the continuity of essential functions of governments in the event of emergency conditions, including lines of succession for key decision makers.

Contingency Plan: A sub or supporting plan which deals with one specific type of emergency, its probable effect on the jurisdiction, and the actions necessary to offset these effects.

Cooperating Agency: An agency supplying assistance other than direct tactical or support functions or resources to the incident control effort (e.g., American Red Cross, telephone company, etc.).

Coordination: The process of systematically analyzing a situation, developing relevant information, and informing appropriate command authority of viable alternatives for selection of the most effective combination of available resources to meet specific objectives. The coordination process (which can be either intra- or inter-agency) does not involve dispatch actions. However, personnel responsible for coordination may perform command or dispatch functions within the limits established by specific agency delegations, procedures, legal authority, etc. Multi-agency or Inter-agency coordination is found at all SEMS levels.

Coordination Center: Term used to describe any facility that is used for the coordination of agency or jurisdictional resources in support of one or more incidents.

Cost Sharing Agreements: Agreements between agencies or jurisdictions to share designated costs related to incidents. Cost sharing agreements are normally written but may also be verbal between authorized agency or jurisdictional representatives at the incident.

Cost Unit: Functional unit within the Finance/Administration Section responsible for tracking costs, analyzing cost data, making cost estimates, and recommending cost-saving measures.

D

Damage Assessment: The process utilized to determine the magnitude of damage and the unmet needs of individuals, businesses, the public sector, and the community caused by a disaster or emergency event.

Dam Failure: Part or complete collapse of a dam causing downstream flooding.

Declaration: The formal action by the President to make a State eligible for major disaster or emergency assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 3-288, as amended (the Stafford Act).

Declaration Process: When a disaster strikes, local authorities and individuals request help from private relief organizations and their State government, which give all assistance possible. If assistance is beyond their capability, the Governor requests a Presidential declaration of a major disaster or an emergency.

Delegation of Authority: A statement provided to the Incident Commander by the Agency Executive delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints and other considerations or guidelines as needed. Many agencies require written Delegation of Authority to be given to Incident Commanders prior to their assuming command on larger incidents.

Demobilization Unit: Functional unit within the Planning Section responsible for assuring orderly, safe and efficient demobilization of incident or EOC assigned resources.

Department Operations Center: An EOC used by a distinct discipline, such as fire, medical, hazardous material, or a unit, such as Department of Public Works, Department of Health or local water district. Department operations centers may be used at all SEMS levels above the field response level depending upon the impacts of the emergency.

Deputy Incident Commander (Section Manager or Branch Director): A fully qualified individual who, in the absence of a superior, could be delegated the authority to manage a functional operation or perform a specific task. In some cases, a Deputy could act as relief for a superior and therefore must be fully qualified in the position. Deputies may also be found as necessary at all SEMS EOC levels.

Designated Area: Any emergency or major disaster affected portion of a State that has been determined eligible for Federal assistance.

Designation: The action by the Associate Director, SLPSD, to determine the type of assistance to be authorized under the Stafford Act for a particular declaration; and the action by the FEMA Regional director to determine specifically what counties, or county equivalents, are eligible for such assistance.

Disaster: A sudden calamitous emergency event bringing great damage loss or destruction.

Disaster Application Center: A facility jointly established by the Federal and State Coordinating Officers within or adjacent to a disaster impacted area to provide disaster victims a "one-stop" service in meeting their emergency representatives of local, state, and federal governmental agencies, private service organizations and certain representatives of the private sector.

Disaster Assistance Program: A program that provides state funding or reimbursement for local government response related personnel costs incurred in response to an incident as defined in Section 2402 (i).

Disaster Field Office: A central facility established by the Federal Coordinating Office within or immediately adjacent to disaster impacted areas to be utilized as a point of coordination and control for state and federal governmental efforts to support disaster relief and recovery operations.

Disaster Recovery Manager (DRM): The person appointed to exercise the authority of a Regional Director for a particular emergency or disaster.

Disaster Service Worker: Includes public employees and any unregistered person impressed into service during a State of War emergency, a State of emergency, or a Local Emergency by a person having authority to command the aid of citizens in the execution of his duties. It does not include any member registered as an active fire fighting member of any regularly organized volunteer fire department, having official recognition, and full or partial support of the county, city, town or district in which such fire department is located.

Disaster Support Area (DSA): A predestinated facility anticipated to be at the periphery of a disaster area, where disaster relief resources (manpower and material) can be received, accommodated or stockpiled, allocated, and dispatched into the disaster area. A separate portion of the area may be used for receipt and emergency treatment of casualty evacuees arriving via short-range modes of transportation (air and ground) and for the subsequent movement of casualties by heavy, long-range aircraft, to adequate medical care facilities.

Disaster Welfare Inquiry (DWI): A service that provides health and welfare reports about relatives and certain other individuals believed to be in a disaster area and when the disaster caused dislocation or disruption of normal communications facilities precludes normal communications.

Dispatch: The implementation of a command decision to move a resource or resources from one place to another.

Dispatch Center: A facility from which resources are assigned to an incident.

Division: Divisions are used to divide an incident into geographical areas of operation. Divisions are identified by alphabetic characters for horizontal applications and, often, by numbers when used in buildings. Divisions are also used at SEMS EOC levels and are found organizationally between Branches and Units.

Division or Group Supervisor: The position title for individuals responsible for command of a Division or Group at an Incident. At EOC level, the title is Division Coordinator.

Documentation Unit: Functional unit within the Planning Section responsible for collecting, recording and safeguarding all documents relevant to an incident or within an EOC.

E

Earthquake Advisory: A statement issued by the State of California Office of Emergency Services (OES), usually following a medium-sized earthquake, regarding scientific opinion that there is an enhanced likelihood for additional seismic activity within a specified period (usually three to five days).

Economic Stabilization: The intended result of governmental use of direct and indirect controls to maintain and stabilize the nation's economy during emergency conditions. Direct controls include such actions as the setting or freezing of wages, prices, and rents or the direct rationing of goods. Indirect controls can be put into effect by government through use of monetary, credit, tax, or other policy measures.

Emergency: A condition of disaster or of extreme peril to the safety of persons and property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.

Emergency Alert System: A system that enables the President and federal, state, and local governments to communicate through commercial radio and television broadcast stations with the general public in the event of a disaster.

Emergency Management (Direction and Control): The provision of overall operational control and/or coordination of emergency operations at each level of the Statewide Emergency Organization, whether it be the actual direction of field forces or the coordination of joint efforts of governmental and private agencies in supporting such operations.

Emergency Management Coordinator: The individual within each jurisdiction that is delegated the day to day responsibility for the development and maintenance of all emergency management coordination efforts.

Emergency Management Director (Emergency Services Director): The individual within each political subdivision that has overall responsibility for jurisdiction emergency management coordination efforts.

Emergency Management Preparedness Grant: Authorized under Section 201 of the Stafford Act. Annual matching awards are provided to States to improve or update their disaster assistance plans and capabilities.

Emergency Medical Services: Treatment of casualties necessary to maintain their vital signs prior to treatment at a medical center.

Emergency Medical Technician (EMT): A health-care specialist with particular skills and knowledge in pre-hospital emergency medicine.

Emergency Operations: Those actions taken during the emergency period to protect life and property, care for the people affected, and temporarily restore essential community services.

Emergency Operations Center (EOC): A location from which centralized emergency management can be performed. EOC facilities are established by an agency or jurisdiction to coordinate the overall agency or jurisdictional response and support to an emergency.

Emergency Operations Plan: The plan that each jurisdiction has and maintains for responding to appropriate hazards.

Emergency Period: A period which begins with the recognition of an existing, developing, or impending situation that poses a potential threat to a community. It includes the warning (where applicable) and impact phase and continues until immediate and ensuing effects of the disaster no longer constitute a hazard to life or threat to property.

Emergency Plans: Those official and approved documents which describe principles, policies, concepts of operations, methods and procedures to be applied in carrying out emergency operations or rendering mutual aid during emergencies. These plans include such elements as continuity of government, emergency functions of governmental agencies, mobilization and application of resources, mutual aid, and public information.

Emergency Public Information (EPI): Information disseminated to the public by official sources during an emergency, using broadcast and print media. EPI includes: (1) instructions on survival and health preservation actions to take (what to do, what not to do, evacuation procedures, etc.), (2) status information on the disaster situation (number of deaths, injuries, property damage, etc.), and (3) other useful information (state/federal assistance available).

Emergency Public Information System: The network of information officers and their staffs who operate from EPICs (Centers) at all levels of government within the state. The system also includes the news media through which emergency information is released to the public.

Emergency Response Agency: Any organization responding to an emergency, whether in the field, at the scene of an incident, or to an EOC, in response to an emergency, or providing mutual aid support to such an organization.

Emergency Response Personnel: Personnel involved with an agency's response to an emergency.

EOC Incident Action Plan: The plan developed at SEMS EOC levels which contain objectives, actions to be taken, assignments and supporting information for the next operational period.

Essential Facilities: Facilities that are essential for maintaining the health, safety, and overall well-being of the public following a disaster (e.g., hospitals, police and fire department

buildings, utility facilities, etc.). May also include buildings that have been designated for use as mass care facilities (e.g., schools, churches, etc.).

Evacuee: An individual who moves or is moved from a hazard area to a less hazardous area with anticipation of return when the hazard abates.

Event: A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts or sporting events.

Exercise: Maneuver or simulated emergency condition involving planning, preparation, and execution; carried out for the purpose of testing, evaluating, planning, developing, training, and/or demonstrating emergency management systems and individual components and capabilities, to identify areas of strength and weakness for improvement of an emergency operations plan (EOP).

Exercise Scenario: Background detail (domestic, international, political, military) against which an exercise is conducted.

Expedient Shelter: Any shelter constructed in an emergency or crisis period on a "crash basis" by individuals, single families, or small groups of families.

F

Facilities Unit: Functional unit within the Support Branch of the Logistics Section at the SEMS Field Response Level that provides fixed facilities for the incident. These facilities may include the Incident Base, feeding areas, sleeping areas, sanitary facilities, etc.

Federal Agency (Federal Definition): Any department, independent establishment, government corporation, or other agency of the executive branch of the federal government, including the United States Postal Service, but not including the American Red Cross.

Federal Coordinating Officer (FCO): The person appointed by the President to coordinate federal assistance following an emergency or major disaster declaration.

Federal Disaster Assistance: Provides in-kind and monetary assistance to disaster victims, state, or local government by federal agencies under the provision of the Federal Disaster Relief Act and other statutory authorities of federal agencies.

Federal Disaster Relief Act: Public Law 93-288, as amended, that gives the President broad powers to supplement the efforts and available resources of state and local governments in carrying out their responsibilities to alleviate suffering and damage resulting from major (peacetime) disasters.

Federal Emergency Management Agency: This agency was created in 1979 to provide a single point of accountability for all Federal activities related to disaster mitigation and emergency preparedness, response, and recovery.

Federal Hazard Mitigation Officer (FHMO): The FEMA employee responsible for representing the agency for each declaration in carrying out the overall responsibilities for hazard mitigation and for Subpart M, including coordinating post-disaster hazard mitigation actions with other agencies of government at all levels.

Federal Insurance Administration (FIA): the government unit, a part of FEMA that administers the National Flood Insurance Program.

FEMA-State Agreement: A formal legal document between FEMA and the affected State stating the understandings, commitments, and binding conditions for assistance applicable as the result of the major disaster or emergency declared by the President. It is signed by the FEMA Regional director, or designee, and the Governor.

Field Coordination Center: A temporary facility established by the Office of Emergency Services within or adjacent to areas affected by a disaster. It functions under the operational control of the OES mutual aid regional manager and is supported by mobile communications and personnel provided by OES and other state agencies.

Field Operations Guide: A pocket-size manual of instructions on the application of the Incident Command System.

Finance/Administration Section: One of the five primary functions found at all SEMS levels which is responsible for all costs and financial considerations. At the incident the Section can include the Time Unit, Procurement Unit, Compensation/Claims Unit and Cost Unit.

Flood Hazard Boundary Map (FHBM): the official map of a community that shows the boundaries of the flood plain and special flood hazard areas that have been designated. It is prepared by FEMA, using the best flood data available at the time a community enters the emergency phase of the NFIP. It is superseded by the FIRM after a more detailed study has been completed.

Flood Insurance: The insurance coverage provided under the National Flood Insurance Program.

Flood Insurance Rate Map (FIRM): The official map of a community prepared by FEMA, which shows the base flood elevation, along with the special hazard areas and the risk premium zones. the study is funded by FEMA and is based on detailed surveys and analysis of the site-specific hydrologic characteristics.

Food Unit: Functional unit within the Service Branch of the Logistics Section responsible for providing meals for incident and EOC personnel.

Function: In ICS, function refers to the five major activities in the ICS, i.e., Command, Operations, Planning, Logistics and Finance/Administration. The same five functions also are

found at all SEMS EOC levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, e.g., "the planning function."

Functional Element: Refers to a part of the incident, EOC or DOC organization such as section, branch, group or unit.

G

General Staff: The group of management personnel reporting to the Incident Commander or to the EOC Director. They may each have a deputy, as needed. At the Field SEMS level, the General Staff consists of:

- Operations Section Manager
- Planning/Intelligence Section Manager
- Logistics Section Manager
- Finance/Administration Section Manager

Ground Support Unit: Functional unit within the Support Branch of the Logistics Section at the SEMS Field Response Level that is responsible for the fueling, maintaining and repairing of vehicles, and the transportation of personnel and supplies.

Group: Groups are established to divide the incident into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. (See Division) Groups are located between Branches (when activated) and Resources in the Operations Section.

H

Hazard: Any source of danger or element of risk to people or property.

Hazard Area: A geographically defined area in which a specific hazard presents a potential threat to life and property.

Hazardous Material: A substance or combination of substances which, because of quantity, concentration, physical chemical, radiological, explosive, or infectious characteristics, poses a substantial presents or potential danger to humans or the environment. Generally, such materials are classed as explosives and blasting agents, flammable and nonflammable gases, combustible liquids, flammable liquids and solids, oxidizers, poisons, disease-causing agents, radioactive materials, corrosive materials, and other materials including hazardous wastes.

Hazardous Material Incident (Stationary): Any uncontrolled release of material capable of posing a risk to health, safety, and property. Areas at risk include facilities that produce, process, or store hazardous materials well as all sites that treat, store, and dispose of hazardous material.

Hazardous Material Incident (Transportation): Any spill during transport of material that is potentially a risk to health and safety

Hazard Mitigation: A cost effective measure that will reduce the potential for damage to a facility from a disaster event.

Hazard Mitigation Assistance Program: Authorized under Section 404 of the Stafford Act. Provides funding for hazard mitigation projects that are cost effective and complement existing post-disaster mitigation programs and activities by providing funding for beneficial mitigation measures that are not funded through other programs.

Hazard Mitigation Plan: The plan resulting from a systematic evaluation of the nature and extent of vulnerability to the effects of natural hazards present in society that includes the actions needed to minimize future vulnerability to hazards.

Helibase: The main location for parking, fueling, maintenance, and loading of helicopters operating in support of an incident. It is usually located at or near the incident base.

Helispot: Any designated location where a helicopter can safely take off and land. Some helispots may be used for loading of supplies, equipment, or personnel.

Hierarchy of Command: (See Chain of Command)

I

Incident: An occurrence or event, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Action Plan: "Incident Action Plan" is the plan prepared at an Incident Command Post and in the EOC containing the emergency response objectives reflecting overall priorities and supporting activities for a designated period. The plan is shared with supporting agencies.

Incident Base: Location at the incident where the primary logistics functions are coordinated and administered. (Incident name or other designator will be added to the term "Base.") the Incident Command Post may be collocated with the Base. There is only one Base per incident.

Incident Commander: The individual responsible for the command of all function at the field response level.

Incident Command Post (ICP): The location at which the primary command functions are executed. The ICP may be collocated with the incident base or other incident facilities.

Incident Command System (ICS): The nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common

organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

Incident Communication Center: The location of the Communications Unit and the Message Center.

Incident Management Team: The Incident commander and appropriate General and Command Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for the selection of appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow for strategic and tactical alternatives.

Individual Assistance (IA): Supplementary Federal assistance provided under the Stafford Act to individuals and families adversely affected by a major disaster or an emergency. Such assistance may be provided directly by the Federal Government or through State or local governments or disaster relief organizations.

Initial Action: The Actions taken by resources which are the first to arrive at an incident.

Initial Response: Resources initially committed to an incident.

Intermediate-Term Prediction: A prediction of an earthquake that is expected within a period of a few weeks to a few years.

J

Joint Information Center (JIC): The physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. In the case of a Unified Command, those contributing to joint public information management do not lose their individual identities or responsibilities. Rather, each entity contributes to the overall unified message.

Jurisdiction: The range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority for incident mitigation. Jurisdictional authority at an incident can be political/geographical (e.g., special district city, county, state or federal boundary lines), or functional (e.g., police department, health department, etc.) (See Multi-jurisdiction.)

Jurisdictional Agency: The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

L

Landing Zone: (See Helispot)

Leader: The ICS title for an individual responsible for a functional unit, task forces, or teams.

Liaison Officer: A member of the Command Staff at the Field SEMS level responsible for coordinating with representatives from cooperating and assisting agencies. At SEMS EOC levels, the function may be done by a Coordinator and/or within a Section or Branch reporting directly to the EOC Director.

Lifelines: A general term including all systems for storing, treating, and distributing fuel, communications, water, sewage, and electricity.

Life-Safety: Refers to the joint consideration of both the life and physical well-being of individuals.

Local Emergency: The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and required the combined forces of political subdivisions to combat.

Local Government: Means local agencies defined in Government Code 8680.2 and special district as defined in California Code of Regulations, Title 19 Division 2, Chapter 5, NDAA, 2900(y).

Local Government Advisory Committee (LGAC): Committees established by the Director of OES to provide a forum for the exchange of information among the cities and counties of a Mutual Aid region. The LGAC may develop a consensus of action and policy among local emergency managers on issues, policies, and programs of concern to local governments, and if necessary bring such concerns to the attention of OES Executive Management.

Logistics Section: One of the five primary functions found at all SEMS levels. The Section responsible for providing facilities, services and materials for the incident or at an EOC.

Long-Term Earthquake Potential: No specific time frame. Can refer to decades, centuries or millennia.

Long-Term Prediction: A prediction of an earthquake that is expected within a few years up to a few decades.

M

Major Disaster: Any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm,, drought, fire, explosions, or other catastrophe in any part of the United States which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Federal Disaster Relief Act, above and beyond emergency services by the Federal Government, to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Management by Objectives: In SEMS field and EOC levels, this is a top-down management activity which involves a three-step process to achieve the desired goal. The steps are: establishing the objectives, selection of appropriate strategy(s) to achieve the objectives; and the direction or assignments associated with the selected strategy.

Marshaling Area: An area used for the completed mobilization and assemblage of personnel and resources prior to their being sent directly to the disaster affected area. Marshaling Areas area utilized particularly for disasters outside of the continental United States.

Mass Care Facility: A location where temporary services are provided to disaster victims during an emergency which may include lodging, food, clothing, registration, welfare inquiry, first aid, and essential social services.

Master Mutual Aid Agreement: An agreement entered into by and between the State of California, its various departments and agencies, and the various political subdivision, municipal corporations, and other public agencies of the State of California to assist each other by providing resources during an emergency. Mutual aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other to prevent and combat any type of disaster or emergency.

Media: All means of providing information and instructions to the public, including radio, television, and newspapers.

Medical Unit: Functional unit within the Service Branch of the Logistics Section at SEMS Field levels responsible for the development of the Medical Emergency Plan, and for providing emergency medical treatment of incident personnel.

Message Center: The Message Center is part of the Incident or EOC Communications Center is collocated or placed adjacent to it. It receives, records, and routes information to appropriate locations at an incident or within an EOC.

Mitigation: Pre-event planning and actions which aim to lessen the effects of potential disaster. (See also Comprehensive Emergency Management).

Mobilization: The process and procedures used by all organizations federal, state and local for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Mobilization Center: An off-incident location at which emergency service personnel and equipment area temporarily located pending assignment to incidents, release, or reassignment.

Medical Self-Help: The medical treatment provided for the sick and injured by citizens and emergency forces in the absence of professional care.

Multi-Agency Coordination: The functions and activities of representatives of involved agencies and/or jurisdictions who make decisions regarding the prioritizing of incidents and the sharing and allocations of critical resources.

Multi-Agency Coordination System (MACS): The combination of personnel, facilities, equipment, procedures and communications integrated into a common system. When activated, MACS has the responsibility for coordination of assisting agency resources and support in a multi-agency or multi-jurisdiction environment. A MAC Group functions within the MACS. MACS organizations are used within the California Fire Services.

Multi-Agency Incident: An incident where one or more agencies assist a jurisdictional agency or agencies. The incident may be managed under single or unified command.

Multi-jurisdiction Incident: An incident requiring action from multiple agencies that have a statutory responsibility for incident mitigation. In ICS these incidents will be managed under Unified Command.

Multi-purpose Staging Area (MSA): A predesignated location such as a County/District Fairgrounds having a large parking areas and shelter for equipment and operator, which provides a base for coordinated localized emergency operations, a rally point for mutual aid coming into an area, and a site for post-disaster population support and recovery or emergency.

Mutual Aid Agreement: Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

Mutual Aid Coordinator: An individual at local government, operational area, region or state level that is responsible to coordinate the process of requesting, obtaining, processing and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

Mutual Aid Region: A mutual aid region is a subdivision of the Governor's Office of Emergency Services established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the state, consisting of two or more county (operational) areas.

Mutual Aid Staging Area: A temporary facility established by the Governor's Office of Emergency Services within, or adjacent to, affected areas. It may be supported by mobile communications and personnel provided by field or headquarters staff from state agencies, as well as personnel from local jurisdictions throughout the state.

N

National Emergency Training Center (NETC): FEMA's campus in Emmitsburg, Maryland, composed of the United States Fire Administration (USFA) and the Emergency Management Institute (EMI).

National Incident Management System (NIMS): Developed and administered by the Secretary of Homeland Security at the direction of Homeland Security Presidential Directive – 5 issued February 28, 2003. NIMS provides a consistent nationwide template to enable all government, private sector, and nongovernmental organizations to work together during domestic incidents. The intent of NIMS is to be applicable across a full spectrum of potential incidents and hazard scenarios, regardless of size or complexity. It is also intended to improve coordination and cooperation between public and private entities in a variety of domestic incident management activities.

National Flood Insurance Program (NFIP): The Federal program, created by an act of Congress in 1968, which makes flood insurance available in communities that enact satisfactory floodplain management regulations.

National Warning System: The federal portion of the civil defense warning system, used to disseminate warning and other emergency information from the warning centers or regions to warning points in each state.

Nuclear Incident (Fixed Facility): Any occurrence at a nuclear power plant resulting in a potential or actual release of radioactive material in sufficient quantity which threatens the health and safety of nearby populations.

O

Office of Emergency Services: At the State level refers to the Governor's Office of Emergency Services. At the Operational Area level refers to the County Office of Emergency Services. At the local level refers to a City or governmental agency Office of Emergency Services.

One Hundred (100)-Year Flood: The flood elevation that has a one-percent chance of being equaled or exceeded in any given year. It is also known as the base flood elevation.

Operational Area: An intermediate level of the state emergency organization, consisting of a county and all political subdivisions within the county area.

Operational Area Coordinator: The individual within the operational area responsible for a specific function such as law enforcement, coroner's services, or emergency medical services.

Operational Area Satellite Information System (OASIS): A statewide emergency management system based on the operational area concept. An operational area is defined in law (Section 8559, California Government Code) as an organization (not a jurisdiction) whose boundaries are those of a county. This organization is not necessarily a county government; it could be several cities, or a city and a county, a county government or several county governments, willing to undertake to coordinate the flow of mutual aid and information within the defined area. The operational area concept is the backbone of the statewide emergency management system.

Operational Period: The period of time scheduled for execution of a given set of operation actions as specified in the Incident or EOC Action Plan. Operational Periods can be of various lengths, although usually not over 24 hours.

Operations Section: One of the five primary functions found at all SEMS levels. The Section responsible for all tactical operations at the incident, or for the coordination of operational activities at an EOC. The Operations Section at the SEMS Field Response Level can include Branches, Divisions and/or Groups, Task Forces, Team, Single Resources and Staging Areas. At the EOC levels, the Operations Section would contain Branches or Divisions as necessary because of span of control considerations.

Out-of-Service Resources: Resources assigned to an incident but unable to respond for mechanical, rest, or personnel reasons.

P

Plan: As used by OES, a document which describes the broad, overall jurisdictional response to potential extraordinary emergencies or disasters.

Planning Meeting: A meeting held, as needed, throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. On larger incidents, the planning meeting is a major element in the development of the Incident Action Plan. Planning meetings are also an essential activity at all SEMS EOC levels.

Planning Section: (Also referred to as Planning/Intelligence Section). One of the five primary functions found at all SEMS levels. Responsible for the collection, evaluation, and dissemination of information related to the incident or an emergency, and for the preparation and documentation of Incident or EOC Action Plans. The section also maintains information on the current and forecasted situation, and on the status of resources assigned to the incident. At the SEMS Field Response level, the Section will include the Situation, Resource, Documentation and Demobilization Units, as well as Technical Specialists. Other units may be added at the EOC level.

Planning Zone: A subdivision of a county consisting of: 1) a city; 2) a city and its sphere of influence in adjacent unincorporated areas; 3) a portion of the unincorporated area of a county;

4) a military installation; 5) a state facility such as a correctional institution. Zoning simplifies the process of collecting and compiling data according to geographical location.

Political Subdivision: Includes any city, city and county, county, district, or other local governmental agency or public agency authorized by law.

Procurement Unit: Functional unit within the Finance/Administration Section responsible for financial matters involving vendor contracts.

Public Assistance (PA): Supplementary Federal assistance provided under the Stafford Act to State and local governments or certain private, nonprofit organizations other than assistance for the direct benefit of individuals and families.

Public Information Officer (PIO): A member of the Command Staff responsible for interfacing with the public and media or with other agencies requiring information directly from the incident. There is only one Public Information Officer per incident. The Public Information Officer may have assistants. This position is also referred to as Public Affairs Officer in some disciplines. At SEMS EOC levels, the information function may be established as a Coordinator or as a section or branch reporting directly to the EOC Director.

R

Radio Amateur Civil Emergency Services (RACES): An emergency service designed to make efficient use of skilled radio amateurs throughout the state in accordance with approved civil defense communications plans. Operators are registered with an OES agency to provide emergency communications support.

Radiological Protection: The organized effort, through warning, detection, and preventive and remedial measures, to minimize the effect of nuclear radiation on people and resources.

Radiological Officer: (RO) An individual assigned to an Emergency Management Staff who is responsible for radiological protection operations. The RO is the principal advisor to the Director/Coordinator and other officials on matters pertaining to radiological protection operations.

Radiological Monitor: An individual trained to measure, record, and report radiation exposure and exposure rates; provide limited field guidance on radiation hazards associated with operations to which he is assigned; and perform operator's checks and maintenance on radiological instrument.

Reception Area: An area which, through a hazard analysis and related preparedness planning, is predesignated to receive and care for (or provide basic needs for) persons displaced from a hazard area.

Recorders: Individuals within ICS or EOC organizational units who are responsible for recording information. Recorders may be found in Planning, Logistics and Finance/Administration Units.

Recovery: Activities traditionally associated with providing Federal supplemental disaster recovery assistance under a Presidential major disaster declaration. These activities usually begin within days after the event and continue after the response activities cease. Recovery includes individual and public assistance programs which provide temporary housing assistance, grants and loans to eligible individuals and government entities to recovery from the effects of a disaster.

Regional Director (RD): A director of a regional office of FEMA, or his/her designated representative. As used in the Stafford Act, Regional Director also means the Disaster Recovery Manager who has been appointed to exercise the authority of the regional Director for a particular emergency or major disaster.

Regional Emergency Operations Center (REOC): Facilities found at The Governor's Office of Emergency Services Administrative Regions. REOCs are used to coordinate information and resources among operational areas and between the operational areas and the state level.

Remedial Movement: The post-attack or post-event movement of people to better protected facilities or less hazardous areas.

Remedial Operations: Actions taken after the onset of an emergency situation to offset or alleviate its effects.

Reporting Locations: Specific locations or facilities where incoming resources can check-in at the incident. (See Check-in)

Rescue Group: Two or more rescue teams responding as a unified group under supervision of a designated group leader.

Rescue Team: Four or more personnel organized to work as a unit. One member is designated team leader.

Resources: Personnel and equipment available, or potentially available, for assignment to incidents or to EOCs. Resources are described by kind and type, and may be used in tactical support or supervisory capacities at an incident or at EOCs.

Resources Unit: Functional unit within the Planning Section at the SEMS Field Response level responsible for recording the status of resources committed to the incident. The Unit also evaluates resources currently committed to the incident, the impact that additional responding resources will have on the incident, and anticipated resources needs.

Response: Activities to address the immediate and short-term effects of an emergency or disaster. Response includes immediate actions to save lives, protect property and meet basic

human needs. Based on the requirements of the situation, response assistance will be provided to an affected State under the Federal Response Plan using a partial activation of selected ESS or full activation of all ESS to meet the needs of the situation.

S

Safety Officer: A member of the Command Staff at the incident or within an EOC responsible for monitoring and assessing safety hazards or unsafe situations, and for developing measures for ensuring personnel safety. The Safety Officer may have assistants.

Search: Systematic investigation of area or premises to determine the presence and/or location of persons entrapped, injured, immobilized, or missing.

Search Dog Team: A skilled dog handler with one or more dogs trained especially for finding persons entrapped sufficiently to preclude detection by sight or sound. (NOTE: Search dogs are usually owned by their handler.)

Section: That organization level with responsibility for a major functional area of the incident or at an EOC, e.g., Operations, Planning, Logistics, Administration/Finance.

Section Chief: The ICS title for individuals responsible for command of functional sections: Operations, Planning/Intelligence, Logistics and Administration/Finance. At the EOC level, the position title will be Section Manager.

Self-Help: A concept describing self-reliance and sufficiency within an adverse environment and limited or no external assistance.

Sensitive Facilities: Facilities in reception areas that will not normally be used as lodging facilities for relocation. The facilities area either considered unsuitable or are required for essential activities (food establishments, fire stations, banks, radio stations, etc.). However, if any of these facilities provide adequate protection against radioactive fallout, they may be used as fallout shelter.

Service: An organization assigned to perform a specific function during an emergency. It may be one department or agency if only that organization is assigned to perform the function, or it may be comprised of two or more normally independent organizations grouped together to increase operational control and efficiency during the emergency.

Service Branch: A Branch within the Logistics Section responsible for service activities at the incident. Includes the Communications, Medical and Food Units.

Shelter Complex: A geographic grouping of facilities to be used for fallout shelter when such an arrangement serves planning, administrative, and/or operation purposes. Normally, a complex will include a maximum of 25 individual shelter facilities, within a diameter of about ½ mile.

Shelter Manager: An individual who provides for the internal organization, administration, and operation of a shelter facility.

Short-Term Prediction: A prediction of an earthquake that is expected within a few hours to a few weeks. The short-term-prediction can be further described as follows:

Alert--Three days to a few weeks

Imminent Alert--Now to three days

Single Resource: An individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident.

Situation Unit: Functional unit within the Planning Section responsible for the collection, organization and analysis of incident status information, and for analysis of the situation as it progresses. Reports to the Planning Section Manager.

Span of Control: The supervisory ratio maintained within an ICS or EOC organization. A span of control of five-positions reporting to one supervisor is considered optimum.

Special District: A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operates or maintains a project (as defined in California Code of Regulations 2900(s) for purposes of natural disaster assistance. This may include joint powers authority established under section 6500 et seq. of the Code.

Stafford Act: Robert T. Stafford disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988; amended the Disaster Relief Act of 1974, PL 93-288.

Staging Areas: Staging Areas are locations set up at an incident where resources can be placed while awaiting a tactical assignment. Staging Areas are managed by the Operations Section.

Staging Area Managers: Individuals within ICS organizational units that are assigned special managerial responsibilities at Staging Areas. (Also Camp Manager.)

Standard Operating Procedures (SOPs): A set of instructions having the force of a directive, covering those features of operations which lend themselves to a definite or standardized procedure. Standard operating procedures support an annex by indicating in detail how a particular task will be carried out.

Standardized Emergency Management System (SEMS): A system required by California Government Code for managing response to multi-agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels which are activated as necessary: Field Response, Local Government, Operation Area, Region, and State.

State Agency: Any department, division, independent establishment, or agency of executive branch of the state government.

State Coordinating Officer (SCO): The person appointed by the Governor to act for the State in cooperation with the Federal Coordinating Officer.

State Emergency Organization: The agencies, board, and commissions of the executive branch of state government and affiliated private sector organizations.

State Emergency Plan: The State of California Emergency Plan as approved by the Governor.

State of Emergency: The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, other than conditions, resulting from a labor controversy, or conditions causing a "state of war emergency", which conditions by reason of magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat.

State of War Emergency: The condition which exists immediately, with or without a proclamation thereof by the Governor, whenever the state or nation is directly attacked by an enemy of the United States, or upon the receipt by the state of a warning from the federal government that such an enemy attack is probable or imminent.

State Operations Center (SOC): An EOC facility operated by the Governor's Office of Emergency Services at the state level in SEMS.

Stay-Put: A resident in a hazardous or potentially hazardous area who refuses to relocate during a directed relocation, or who is too ill or infirm to be evacuated.

Strategy: The general plan or direction selected to accomplish incident or EOC objectives.

Supply Unit: Functional unit within the Support Branch of the Logistics Section responsible for ordering equipment and supplies required for incident operations.

Support Branch: A Branch within the Logistics Section responsible for providing personnel, equipment and supplies to support incident operations. Includes the Supply, Facilities and Ground Support Units.

Support Resources: Non-tactical resources under the supervision of the Logistics, Planning, Finance/Administration Sections or the Command Staff.

Supporting Materials: Refers to the several attachments that may be included with an Incident Action Plan, e.g., communications plan, map, safety plan, traffic plan, and medical plan.

T

Tactical Direction: Direction given by the Operations Section Chief at the SEMS Field level which includes the tactics appropriate for the selected strategy, the selection and assignment of resources, tactics implementation, and performance monitoring for each operational period.

Task Force: A combination of single resources assembled for a particular tactical need with common communications and a leader.

Team: (See Single Resource.)

Technical Specialists: Personnel with special skills that can be used anywhere within the ICS or EOC organization.

Technological Hazard: Includes a range of hazards emanating from the manufacture, transportation, and use of such substances as radioactive materials, chemicals, explosives, flammables, agricultural pesticides, herbicides and disease agents; oil spills on land, coastal waters or inland water systems; and debris from space.

The Petris Bill #1841: As a result of the lessons learned from the disasters in Northern California, the State of California passed into law in September of 1992 the Petris Bill. This legislation directs the Office of Emergency Services to implement the use of the ICS and MACS throughout the State by no later than December 1, 1996.

Time Unit: Functional unit within the Finance/Administration Section responsible for recording time for incident or EOC personnel and hired equipment.

Tort: An act that harms another. It occurs when a person commits an act, without right and as a result another is harmed.

Traffic Control Points (TCP): Places along movement routes that are manned by emergency personnel to direct and control the flow of traffic.

Triage: A process of priority sorting sick and injured people on the basis of urgency and type of condition presented so that they can be routed to appropriate medical facilities.

Tsunami: Also called a seismic sea wave. It is a large oceanic wave generated by earthquakes, submarine volcanic eruptions, or large submarine landslides in which sudden forces are applied to the water mass. The fastest tsunami waves can move at speeds of hundreds of miles per hour in the open ocean. However, as the waves enter shallower waters in coastal area, wave velocity decreases and wave height can increase to 100 feet or more on impact at the shore line.

Type: Refers to resource capability. A Type 1 resources provides a greater overall capability due to power, size, capacity, etc., than would be found in a Type 2 resources. Resource typing provides managers with additional information in selecting the best resource for the task.

U

Unified Area Command: A Unified Area Command is established when incidents under an Area Command area multi-jurisdictional. (See Area Command and Unified Command.

Unified Command: In ICS, Unified Command is a unified team effort which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility or accountability.

Unit: An organizational element having functional responsibility. Units are commonly used in incident Planning, Logistics, or Finance/Administration Section and can be used in operations for some applications. Units are also found in EOC organizations.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person.

Urban Fire: Any instance of uncontrolled burning which results in structural damage to residential, commercial, industrial, institutional, or other properties in developed areas.

Urban Rescue: The complex process in which trained personnel use specialized equipment to locate and extricate victims trapped in collapsed buildings, and the mobilization and management of such personnel and equipment.

V

Volunteers: Individuals who make themselves available for assignment during an emergency. These people may or may not have particular skills needed during emergencies and may or may not be part of a previously organized group.

W

Wildfire: Any instance of uncontrolled burning in grasslands, brush, or woodlands.

Winter Storm (Severe): This includes ice storms, blizzards, and extreme cold. The National Weather service characterizes blizzards as combinations of winds in excess of 35 mph with considerable falling or blowing snow, frequently reducing visibility to 0.25 miles or less.

COUNTY OF YUBA EMERGENCY OPERATIONS PLAN

PART IV - FUNCTIONAL ANNEXES TABLE OF CONTENTS

Annex A:	Animal Care Services SOP
Annex B:	Care and Shelter SOP
Annex C:	ChemPack Deployment SOP
Annex D:	Extreme Temperature Emergencies SOP
Annex E:	Evacuations SOP
Annex F:	Hazardous Materials Response Area Plan
Annex G:	Multi-year Exercise Plan
Annex H:	Probation EOM
Annex I:	Sandbag Distribution SOP
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Annex K:	Slow-Rise Flood Event SOP
Annex L:	Tactical Interoperable Communications Plan
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Annex N:	Emergency Public Information SOP
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COUNTY OF YUBA EMERGENCY OPERATIONS PLAN

EOP ATTACHMENTS

Attachment 1: Sample Emergency Proclamation
Attachment 2: Sample After-Action Report Survey

ATTACHMENT 1: SAMPLE EMERGENCY PROCLAMATION

PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, pursuant to California Government Code Section 8630 and the Yuba County Ordinance Code, Title IV, Chapter 4.20, empowers the *Director of Emergency Services* to proclaim the existence or threatened existence of a local emergency when the County of Yuba is affected or likely to be affected by a local emergency and the Board of Supervisors is not in session; and;

WHEREAS, the *Director of Emergency Services** of the County of Yuba does hereby find; That conditions of extreme peril to the safety of persons and property have arisen within said county, caused by _____ (*fire, flood, storm, mudslides, torrential rain, wind, earthquake, drought, or other causes*); which began on the _____th day of _____, 20____. and;

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County, and;

WHEREAS, the County Board of Supervisors of the County of Yuba is not in session and cannot immediately be called into session;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the County of Yuba, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of the County of Yuba shall be those prescribed by state law, by ordinances, and resolutions of this County of Yuba, and; That this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by the Board of Supervisors of the of County of Yuba.

Dated: _____ By: _____
Robert Bendorf, CAO/Director of Emergency Services
County of Yuba
Address: 915 Eighth St. Suite 117, Marysville, CA 95901

ATTACHMENT 2: SAMPLE AFTER-ACTION REPORT SURVEY

AFTER ACTION/CORRECTIVE ACTION (AA/CA) REPORT SURVEY TEMPLATE for responses to

Name of Incident or Event

(This AA/CA Report template can be used for a declared, un-declared, or pre-planned event, an exercise, and/or training for SEMS/NIMS compliance).

GENERAL INFORMATION

Information Needed	Text goes in text boxes below.
Name of Agency:	
Type of Agency:* (Select one) * City, County, Operational Area (OA), State agency (State), Federal agency (Fed), special district, Tribal Nation Government, UASI City, non-governmental or volunteer organization, other.	
OES Admin Region: (Coastal, Inland, or Southern)	
Completed by:	
Date report completed:	
Position: (Use SEMS/NIMS positions)	
Phone number:	
Email address:	
Dates and Duration of event: (Beginning and ending date of response or exercise activities - using mm/dd/yyyy)	
Type of event, training, or exercise:* * Actual event, table top, functional or full scale exercise, pre-identified planned event, training, seminar, workshop, drill, game.	
Hazard or Exercise Scenario:* *Avalanche, Civil Disorder, Dam Failure, Drought, Earthquake, Fire (structural), Fire (Woodland), Flood, Landslide, Mudslide, Terrorism, Tsunami, Winter Storm, chemical, biological release/threat, radiological release/threat, nuclear release/threat, explosive release/threat, cyber, or other/specify.	

SEMS/NIMS FUNCTION EVALUATION**MANAGEMENT (Public Information, Safety, Liaison, etc.)**

	Satisfactory	Needs Improvement
Overall Assessment of Function (check one)		

If "needs improvement" please briefly describe improvements needed:

Planning	
Training	
Personnel	
Equipment	
Facilities	

FIELD COMMAND (Use for assessment of field operations, i.e., Fire, Law Enforcement, etc.)

	Satisfactory	Needs Improvement
Overall Assessment of Function (check one)		

If "needs improvement" please briefly describe improvements needed:

Planning	
Training	
Personnel	
Equipment	
Facilities	

OPERATIONS (Law enforcement, fire/rescue, medical/health, etc.)

	Satisfactory	Needs Improvement
Overall Assessment of Function (check one)		

If "needs improvement" please briefly describe improvements needed:

Planning	
Training	
Personnel	
Equipment	
Facilities	

PLANNING/INTELLIGENCE (Situation analysis, documentation, GIS, etc.)

	Satisfactory	Needs Improvement
Overall Assessment of Function (check one)		

If "needs improvement" please briefly describe improvements needed:

Planning	
Training	
Personnel	
Equipment	
Facilities	

LOGISTICS (Services, support, facilities, etc.)

	Satisfactory	Needs Improvement
Overall Assessment of Function (check one)		

If "needs improvement" please briefly describe improvements needed:

Planning	
Training	
Personnel	
Equipment	
Facilities	

FINANCE/ADMINISTRATION (Purchasing, cost unit, etc.)

	Satisfactory	Needs Improvement
Overall Assessment of Function (check one)		

If "needs improvement" please briefly describe improvements needed:

Planning	
Training	
Personnel	
Equipment	
Facilities	

AFTER ACTION REPORT QUESTIONNAIRE
(The responses to these questions can be used for additional SEMS/NIMS evaluation)

Response/Performance Assessment Questions	yes	no	Comments
1. Were procedures established and in place for responding to the disaster?			
2. Were procedures used to organize initial and ongoing response activities?			
3. Was the ICS used to manage field response?			
4. Was Unified Command considered or used?			
5. Was the EOC and/or DOC activated?			
6. Was the EOC and/or DOC organized according to SEMS?			
7. Were sub-functions in the EOC/DOC assigned around the five SEMS functions?			
8. Were response personnel in the EOC/DOC trained for their assigned position?			
9. Were action plans used in the EOC/DOC?			
10. Were action planning processes used at the field response level?			
11. Was there coordination with volunteer agencies such as the Red Cross?			
12. Was an Operational Area EOC activated?			
13. Was Mutual Aid requested?			
14. Was Mutual Aid received?			
15. Was Mutual Aid coordinated from the EOC/DOC?			
16. Was an inter-agency group established at the EOC/DOC level? Were they involved with the shift briefings?			
17. Were communications established and maintained between agencies?			
18. Was the public alert and warning conducted according to procedure?			
19. Was public safety and disaster information coordinated with the media through the JIC?			
20. Were risk and safety concern addressed?			
21. Did event use Emergency Support Function (ESFs) effectively and did ESF have clear understanding of local capability?			
22. Was communications inter-operability an issue?			

Additional Questions

23. What response actions were taken by your agency? Include such things as mutual aid, number of personnel, equipment and other resources. **Note: Provide statistics on number of personnel and number/type of equipment used during this event. Describe response activities in some detail.**

24. As you responded, was there any part of SEMS/NIMS that did not work for your agency? If so, how would (did) you change the system to meet your needs?

25. As a result of your response, did you identify changes needed in your plans or procedures? Please provide a brief explanation.

26. As a result of your response, please identify any specific areas needing training and guidance that are not covered in the current SEMS Approved Course of Instruction or SEMS Guidelines.

27. If applicable, what recovery activities have you conducted to date? Include such things as damage assessment surveys, hazard mitigation efforts, reconstruction activities, and claims filed.

NARRATIVE

Use this section for additional comments.

POTENTIAL CORRECTIVE ACTIONS

Identify issues, recommended solutions to those issues, and agencies that might be involved in implementing these recommendations. Address any problems noted in the SEMS/NIMS Function Evaluation.

Indicate whether issues are an internal agency specific or have broader implications for emergency management.
(Code: I= Internal; R =Regional, for example, OES Mutual Aid Region, Administrative Regions, geographic regions, S=Statewide implications)

Code	Issue or Problem Statement	Corrective Action / Improvement Plan	Agency(s)/ Depts. To Be Involved	Point of Contact Name / Phone	Estimated Date of Completion

ONLY USE THE FOLLOWING FOR RESPONSE ACTIVITIES RELATED TO EMAC**EMAC / SEMS After Action/Corrective Action Report Survey**

NOTE: Please complete the following section **ONLY** if you were involved with EMAC related activities.

1. Did you complete and submit the on-line EMAC After Action Survey form for (Insert name of the disaster)?

2. Have you taken an EMAC training class in the last 24 months?

3. Please indicate your work location(s) (State / County / City / Physical Address):

4. Please list the time frame from your dates of service (Example: 09/15/05 to 10/31/05):

5. Please indicate what discipline your deployment is considered (please specify):

6. Please describe your assignment(s):

Questions:

You may answer the following questions with a "yes" or "no" answer, but if there were issues or problems, please identify them along with recommended solutions, and agencies that might be involved in implementing these recommendations.

#	Questions	Issues / Problem Statement	Corrective Action / Improvement Plan	Agency(s)/ Depts. To Be Involved	Point of Contact Name/Phone	Estimated Date of Completion
1	Were you familiar with EMAC processes and procedures prior to your deployment?					
2	Was this your first deployment outside of California?					
3	Where your travel arrangements made for you? If yes, by whom?					
4	Were you fully briefed on your assignment prior to deployment?					
5	Were deployment conditions (living conditions and work environment) adequately described to you?					

#	Questions	Issues / Problem Statement	Corrective Action / Improvement Plan	Agency(s)/ Depts. To Be Involved	Point of Contact Name/Phone	Estimated Date of Completion
6	Were mobilization instructions clear?					
7	Were you provided the necessary tools (pager, cell phone, computer, etc.) needed to complete your assignment?					
8	Were you briefed and given instructions upon arrival?					
9	Did you report regularly to a supervisor during deployment? If yes, how often?					
10	Were your mission assignment and tasks made clear?					
11	Was the chain of command clear?					
12	Did you encounter any barriers or obstacles while deployed? If yes, identify.					
13	Did you have communications while in the field?					
14	Were you adequately debriefed after completion of your assignment?					
15	Since your return home, have you identified or experienced any symptoms you feel might require "Critical Stress Management" (i.e., Debriefing)?					
16	Would you want to be deployed via EMAC in the future?					

Please identify any ADDITIONAL issues or problems below:

#	Issues or Problem Statement	Corrective Action / Improvement Plan	Agency(s)/ Depts. To Be Involved	Point of Contact Name / Phone	Estimated Date of Completion
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EMAC - Additional Questions**Identify the areas where EMAC needs improvement (check all that apply):**

- ☐ Executing Deployment
- ☐ Command and Control
- ☐ Logistics
- ☐ Field Operations
- ☐ Mobilization and Demobilization

Comments:

Identify the areas where EMAC worked well:

Identify which EMAC resource needs improvement (check all that apply):

- ☐ EMAC Education
- ☐ EMAC Training
- ☐ Electronic REQ-A forms
- ☐ Resource Typing
- ☐ Resource Descriptions
- ☐ Broadcast Notifications
- ☐ Website

Comments:

As a responder, was there any part of EMAC that did not work, or needs improvement? If so, what changes would you make to meet your needs?

Please provide any additional comments that should be considered in the After Action Review process (use attachments if necessary):

CAL OES USE ONLY		
Form Received on: (DATE)	Form Reviewed On:	Form Reviewed BY:

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/KS*
RE: Employment Agreement – Chief Probation Officer
DATE: August 25, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors consider approval of an employment agreement with Jim Arnold, Chief Probation Officer.

BACKGROUND

The Chief Probation Officer is a unique County position, as the employee reports directly to the Presiding Judge of the Superior Court. Per Section 271 of the Welfare and Institutions Code, the Chief Probation Officer is also appointed by the Presiding Judge of the Superior Court consistent with the job specifications as outlined for the Chief Probation Officer. The Chief Probation Officer is a County employee; however, he serves the Superior Court.

In December 2009, Jim Arnold was appointed as the Chief Probation Officer by the Presiding Judge of the Superior Court.

DISCUSSION

Executive level department heads have their performance evaluated by the County Administrator or the Board of Supervisors. In the case of the Chief Probation Officer, there is no statutory reference related to evaluating performance, with the exception of the County's merit procedures which lack specificity for the Chief Probation Officer due to the position reporting directly to the Presiding Judge of the Superior Court.

Additionally, most department heads have an employment agreement that provides certain inclusions due to the "at-will" classification. Due to the unique nature of the Chief Probation Officer's appointment, there has never been an employment agreement executed.

After several discussions with the Chief Probation Officer and a review by the Presiding

Judge of the Superior Court, it is recommended that the attached employment agreement be presented to the Board of Supervisors for their review and consideration of approval.

There are three primary considerations within the attached employment agreement:

1. A method for evaluating the performance of the Chief Probation Officer
2. Severance pay
3. A monthly automobile allowance

If approved, the employment agreement would be effective September 1, 2015.

COMMITTEE ACTION

The Finance and Administration Committee heard this matter on August 11, 2015, and recommended approval.

FISCAL IMPACT

The estimated fiscal impact will be approximately \$3,000 for Fiscal Year 2015-2016 and will be included in the Final Budget for the Probation Department.

EMPLOYMENT AGREEMENT BY AND BETWEEN
COUNTY OF YUBA, YUBA COUNTY SUPERIOR COURT AND JIM ARNOLD

RECITALS

This Agreement is entered into by and between County of Yuba (County), Yuba County Superior Court (Court) and Jim Arnold (Employee) and is dated for convenience this 14th day of July, 2015.

A. County desires to employ Employee as its Chief Probation Officer and Employee desires to serve as the Chief Probation Officer of the County. Employee was appointed as Chief Probation Officer of the County on effective December 11, 2009.

B. The County Board of Supervisors (Board) as Employer, the Court as the Appointing Authority and Employee desire to agree in writing to the terms and conditions of Employee's employment as Yuba County Chief Probation Officer.

AGREEMENT

1. PARTIES AND INCORPORATION BY REFERENCE

The parties to this Agreement are County, Court and Employee. The foregoing recitals are incorporated herein by this reference.

2. DUTIES

(a) County and Court agrees to employ Employee and Employee agrees to serve as the Chief Probation Officer of Yuba County to perform the functions and duties as specified in the Yuba County Ordinance Code, Resolutions, 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 Board and/or Court may from time to time assign.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by County.

(c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California Law. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law 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. TERM

(a) The term of this Agreement shall be from September 1, 2015 until terminated by Employee or County and Court in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and, further, agrees that he will not take any position, paid or otherwise, which may, in any degree, conflict or appear to conflict with the duties inherent in the position of the Chief Probation Officer of the County.

4. TERMINATION AND RESIGNATION

(a) Employee may resign at any time and agrees to give the County and Court no less than ninety (90) days advance written notice of the effective date of his resignation.

(b) The Court, as appointing authority, may terminate Employee at any time upon written notice. Employee, County and Court hereto recognizes and affirms:

1. Employee is an "at-will" Employee whose employment may be terminated by the Court, without cause;
2. There is no express or implied promise made to Employee for any form of continued employment as Chief Probation Officer; and,
3. This Agreement is the sole and exclusive basis for an employment relationship between Employee, Court and County.

(c) A decision to terminate Employee may be made by the Court, consistent with this Agreement and with applicable laws, rules and ordinances governing such dismissal.

(d) Employee shall have the option to resign his office instead of being terminated if an action by the Court to terminate has been initiated. Employee shall be given a time certain by which such resignation in writing shall be delivered to the County and Court.

(e) In the event the Employee is terminated for cause, Employee shall have the right to a name clearing hearing with the County involving notice of the charges and an opportunity to respond.

5. SEVERANCE PAY

(a) If Employee is terminated while he is still willing and able to perform the duties of Chief Probation Officer, County, Court and Employee agree that he will immediately be placed on paid Administrative Leave for a period of time not to exceed

four (4) months. If, within that four month period, Employee secures employment with another PERS employer, Employee agrees to tender his resignation with Court and County of even date with his start date at his new employment, which resignation will discontinue payments from the County under the paid Administrative Leave section. Employee specifically acknowledges and agrees that said payment(s) will release County, Court, and its agents, servants, employees and elected officials from any further obligation, whether known or unknown, at the time of any such resignation or termination.

(b) If Employee is terminated for cause, including but not limited to acts of moral turpitude, conflict of interest, or incompatibility of office, County and Court shall have no obligation to continue the employment of Employee or to pay the severance set forth above.

6. SALARY

Commencing with Employee's original date of appointment as Chief Probation Officer, Employee shall be compensated according to the Yuba County Classification System - Basic Salary Schedule which identifies the base gross monthly rate of the Chief Probation Officer. Additionally, Employee shall be entitled to an increase equal to any cost of living increase given to management employees in the Probation Department.

7. SUPPLEMENTAL BENEFITS

County shall also provide Employee the same benefits as provided to management employees in the Probation Department, commensurate with his appointment as Chief Probation Officer, and as they may be amended from time to time.

All actions taken by the County relating to benefits for management employees in the Probation Department shall be actions granting the same benefits to Employee.

8. MONTHLY VEHICLE ALLOWANCE

County agrees to pay Employee, during the term of this Agreement, beginning September, 2015 and in addition to other salary and benefits herein provided the sum of three hundred dollars (\$300.00) per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employee shall be responsible for paying for and maintaining liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

9. VACATION AND SICK LEAVE

Employee shall be credited with his current vacation and sick leave balances.

10. PERFORMANCE EVALUATION

The County Administrator and the Court shall meet to evaluate Employee's performance at least annually.

11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The County shall fix any other terms and conditions of employment as it may determine from time to time, provided that such terms and conditions are not inconsistent with provisions of this Agreement or applicable law.

12. 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 COUNTY: Yuba County Board of Supervisors
915 Eighth Street, Suite 115
Marysville, CA 95901

TO COURT: Yuba County Superior Court
915 Eighth Street, Suite 115
Marysville, CA 95901

TO EMPLOYEE: Jim Arnold
915 Eighth Street, Suite 113
Marysville, CA 95901

13. ENTIRE AGREEMENT

This Agreement is the final expression of, and constitutes, the complete Agreement between the parties with respect to the matters set forth herein and supercedes all prior oral or written understandings except as may be set forth herein. This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

14. ASSIGNMENT

This Agreement is not assignable by County, Court or Employee. Any Agreement to the contrary by either party shall be void.

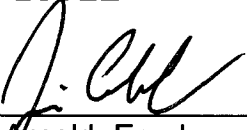
15. SEVERABILITY

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, County, Court and Employee have caused this Agreement to be signed and executed as set forth below.

EMPLOYEE

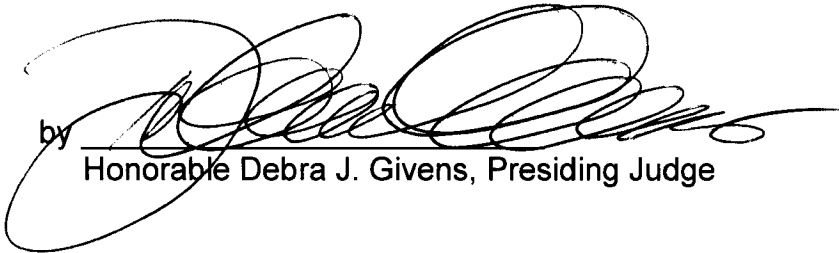
COUNTY OF YUBA



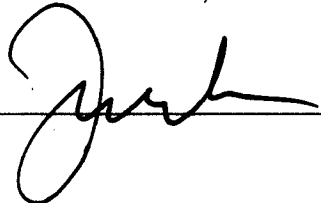
Jim Arnold, Employee

by: _____
Mary Jane Griego, Chair Board of Supervisors

YUBA COUNTY SUPERIOR COURT


by: _____
Honorable Debra J. Givens, Presiding Judge

APPROVED AS TO FORM
Angil Morris-Jones, COUNTY COUNSEL

by  _____

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The County of Yuba



Office of the County Administrator

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

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

Date: August 11, 2015
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst
Re: First Five Commission Membership Structure

Recommendation

Board of Supervisors approve revisions to the Yuba County Ordinance Code, Title IV, Chapter 4.45, Section 4.45.050 regarding First 5 Yuba Commission membership.

Background/Discussion

On July 21, 2015 the Executive Director of the Yuba County First 5 Commission reported to the Board of Supervisors that the First 5 Commission members recently discussed their current membership structure and subsequently recommended changes specifically to identify the members of the Commission by their organization and position. The Executive Director noted that if the Board concurred with the changes, a revision would need to be made to the membership section of the First 5 Yuba Commission County Ordinance. The Board concurred with the Commission's recommendations and asked that the revisions to the Ordinance be brought back to the Board for approval.

Committee

Due to time constraints, this item was not taken to Committee.

Fiscal Impact

There is no fiscal impact associated with this request as this item is administrative only.

APPROVED AUG 11 2015 *wained reading /rf*

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ORDINANCE NO. _____

**ORDINANCE REPEALING AND RE-ENACTING YUBA COUNTY
ORDINANCE CODE TITLE IV - BOARDS AND COMMISSIONS, CHAPTER 4.45 -
FIRST FIVE YUBA COMMISSION, SECTION 4.45.050**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on ____ day of _____, 2015,
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

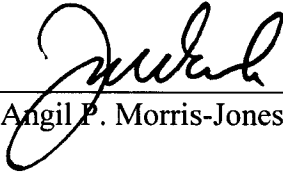
Mary Jane Griego, Chairman of the Board of
Supervisors of the County of Yuba,
State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By:_____

APPROVED AS TO FORM:

By:_____


Angil P. Morris-Jones, County Counsel

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and shall become operative and in full force on September 24, 2015. Before the expiration of Thirty (30) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Section 4.45.050 of Chapter 4.45 of Title IV are hereby repealed and re-enacted in its entirety to read as reflected in Attachment "A", hereto and by this reference is incorporated herein as though set forth in full.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

4.45.050. Members; number.

The Commission shall consist of seven members.

- (1) One member of the County Commission shall be a member of the Board of Supervisors.
- (2) One member of the County Commission shall be the Director of Human Services or a Management Designee.
- (3) One member of the County Commission shall be the Director of Public Health or a Medical-Public Health Designee.
- (4) One member of the County Commission shall be the Chief Probation Officer or a Management Designee.
- (5) One member of the County Commission shall be the Yuba County Office of Education Superintendent or a Local School District Designee.
- (6) The remaining two members of the County Commission shall be persons from the following categories:
 - a. Recipients of project services included in the County Strategic Plan;
 - b. Educators specializing in early childhood development;
 - c. Representatives of a local child resource or referral agency, or a local child care coordinating group;
 - d. Representatives of a local organization for prevention or early intervention for families at risk;
 - e. Representatives of community based organization that have the goal of promoting nurturing and early childhood development;
 - f. Representatives of local school districts; and
 - g. Representatives of local medical, pediatric, or obstetric associations or societies.

4.45.050. Members; number.

The Commission shall consist of seven members.

- (1) One member of the County Commission shall be a member of the Board of Supervisors.
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- (3) One member of the County Commission shall be the Director of Public Health or a Medical-Public Health Designee.
- (4) One member of the County Commission shall be the Chief Probation Officer or a Management Designee.
- (5) One member of the County Commission shall be the Yuba County Office of Education Superintendent or a Local School District Designee.
- (6) The remaining two members of the County Commission shall be persons from the following categories:
 - a. Recipients of project services included in the County Strategic Plan;
 - b. Educators specializing in early childhood development;
 - c. Representatives of a local child resource or referral agency, or a local child care coordinating group;
 - d. Representatives of a local organization for prevention or early intervention for families at risk;
 - e. Representatives of community based organization that have the goal of promoting nurturing and early childhood development;
 - f. Representatives of local school districts; and
 - g. Representatives of local medical, pediatric, or obstetric associations or societies.

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, Administrative Analyst
Teena L. Carlquist, Executive Assistant to the County Administrator
Yuba County Government Center
915 8th Street, Suite 115
Marysville, CA 95901

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



DATE: August 11, 2015
TO: Board of Supervisors
FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RS*
SUBJECT: Proposed Ordinance to establish Historic Resources Commission

Recommended Action: That the Board of Supervisors adopt the attached ordinance, Chapter 4.70, which would establish the Historic Resources Commission

Background & Discussion: Yuba County has a rich history that stretches back to stage-setting for the statehood of California. Over the past several years, citizens and organizations have stepped up to conduct deep research into the county's past and document significant events that have shaped our communities. Some of the research efforts are informal and could be categorized as hobbies, while others, such as local societies, have demonstrated long term plans to conduct ongoing research into the region's past.

Some of those involved in efforts to preserve local history approached Yuba County recently to express a desire to work with the County to establish some sort of entity that could provide more resources for individuals and organizations conducting local historic research. It was determined a County commission would best serve to meet this need to preserve Yuba County's history.

Committee Action: This matter was heard by the Finance and Administration Committee on July 14, 2015, at which time the Committee recommended approval by the full Board.

Fiscal Impact: None

APPROVED AUG 11 2015 *waived first reading /rf*

ORDINANCE NO. _____

**CHAPTER 4.70 TO TITLE IV
OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO THE HISTORIC RESOURCES COMMISSION**

The following ordinance was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

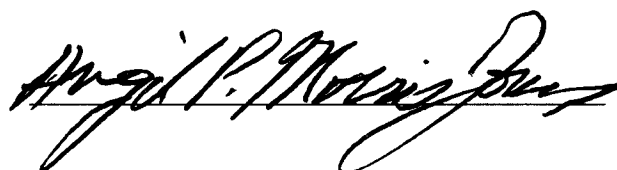
ABSENT:

ABSTAIN:

Chair of the Board of Supervisors
of the County of Yuba

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

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



- CHAPTER 4.70 – HISTORIC RESOURCES COMMISSION
- 4.70.010. - Purpose of Commission.
- 4.70.020. - Created.
- 4.70.030. - Duties.
- 4.70.040. - Members.
- 4.70.050. - Voting.
- 4.70.060. - Termination of membership.
- 4.70.070. - Meetings.
- 4.70.080. - Officers.
- 4.70.100. - Duties of Commission officers.
- 4.70.200. - Standing committees.
- 4.70.210. - Ad-hoc committees.
- 4.70 300. - Compensation.
- 4.70.400. - Rules.
- 4.70.500. - Severability.

CHAPTER 4.70 – HISTORIC RESOURCES COMMISSION

4.70.010. - Purpose of Commission.

It shall be the purpose of the Historic Resources Commission to advise the Board of Supervisors on historic matters within the County of Yuba. The Historic Resources Commission shall endeavor to discover and identify persons, events, and places of historical importance within the County; to make recommendations relating to the preservation of historic sites and structures; to coordinate with historic groups and museums within the County to encourage their development; and to cooperate with and obtain assistance from related agencies..

4.70.020. - Created.

There hereby is created a Historic Resources Commission to implement the purpose stated herein, and to achieve the objectives expressed, in Section 4.70.010.

4.70.030. - Duties.

The duties of the Historic Resources Commission shall include the following:

- (1) Coordinate efforts with affected County Departments, Cities of Marysville and Wheatland, historical groups, and individuals to identify and preserve the County's rich history.
- (2) When appropriate, assist in identifying, documenting, and/or proposing local historical memorials, plaques and historic places of interest.

- (3) Coordinate with the Yuba County Library Advisory Commission in regards to preservation and compilation of historical documents and records in the Yuba County Library's California Room.
- (4) Educate, inform, and create public interest and participation in our historical resources..
- (5) Identify a permanent repository(ies) for the preservation of historical documents, artifacts, and records for Yuba County, and make them available as historical resources for public use.
- (6) Work with other historical groups and volunteers to develop a plan for the maintenance of local historical memorials, plaques, and artifacts.
- (7) Undertake any special or additional projects desired by the Board of Supervisors.

4.70.040. - Members.

(a) The Historic Resources Commission shall consist of ten members; appointed for a term of four years, and designated as follows:

- (1) One member shall be appointed by the City Council of the City of Marysville.
- (2) One member shall be appointed by the City Council of the City of Wheatland.
- (3) Eight members shall be appointed by the Board of Supervisors of Yuba County representing each of the following located in the County of Yuba:
 - a. One member shall be from Supervisorial District #1,
 - b. One member shall be from Supervisorial District #2,
 - c. One member shall be from Supervisorial District #3,
 - d. One member shall be from Supervisorial District #4,
 - e. One member shall be from Supervisorial District #5, and
 - f. Three members appointed at large.

4.70.050. - Voting.

Each Commissioner shall be entitled to one vote. Approval of any matter requires an affirmative vote from a majority of the Historic Resources Commission.

4.70.060. - Termination of membership.

If a member misses more than three consecutive meetings of the Historic Resources Commission, without prior authorization from the Chairperson, such member shall be considered to have resigned from the Commission. The Board of Supervisors may suspend the Historic Resources Commission if there is a lack of a quorum for three consecutive meetings or if the Board of Supervisors determines that there are not a sufficient number of projects available for the Historic Resources Commission to review. If the Board does terminate the Historic Resources Commission, the Board may then reestablish the Commission at any time.

4.70.070. - Meetings.

The Historic Resources Commission shall hold at least one regular meeting each month unless there is no business to conduct and, except for the first meeting, the time, place and manner of holding meetings shall be prescribed by the Historic Resources Commission. Special meetings may be called at any time by the Chairperson, provided that notification to the public is made in accordance with the Brown Act laws.

4.70.080. - Officers.

The Historic Resources Commission shall select one of its members as Chairperson. The Historic Resources Commission shall select one of its members as Vice-Chairperson. The Historic Resources Commission shall select one of its members as Secretary to the Commission. Other officers may be voted upon as necessary to carry out the work of the Commission.

4.70.100. - Duties of Commission officers.

Officers of the Commission shall have the following duties:

- (1) *Chairperson*. The Chairperson shall preside at the meetings of the Historic Resources Commission and shall act as the Historic Resources Commission liaison to the Board of Supervisors.
- (2) *Vice-Chairperson*. In the absence or incapacity of the Chairperson, the Vice-Chairperson shall assume all duties of the Chairperson.
- (3) *Secretary*. The Secretary shall keep or cause to be kept a book of minutes of all activities at meetings of the Historic Resources Commission, including resolutions made, actions taken and the number of votes cast for, against and in abstention of each related action. The Secretary shall also prepare agendas and give notice of regular and special meetings of the Historic Resources Commission in accordance with the Brown Act.

4.70.200. – Standing Committees

The Commission may create such standing committees as the business of the Commission may require. Each Standing Committee shall be made up of at least two but fewer than a quorum of Commission members and shall have such authority and perform such duties as the Historic Resources Commission may determine. All Standing Committee meetings will be in accordance with the Brown Act.

4.70.210. - Ad-hoc committees.

The Commission may create such ad-hoc committees as the business of the Commission may require. Each shall be made up of at least two but fewer than a quorum of Commission members and shall have such authority and perform such duties as the Historic Resources Commission may determine.

4.70.300. - Compensation.

Members of the Historic Resources Commission shall serve without compensation. Historic Resources Commission members may be reimbursed for expenses incurred in carrying out the duties of the Historic Resources Commission as authorized by the Board of Supervisors.

4.70.400. - Rules.

Subject to approval by the Board of Supervisors and in accordance with the Brown Act, the Historic Resources Commission may adopt such other rules as it may deem necessary for the transaction of businesses.

4.70.500. - Severability.

If any section, subsection, sentence, clause, phrase, provision or portion of this Chapter, or the application thereof to any person or circumstances, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or provisions of this Chapter or their applicability to distinguishable situations or circumstances. In enacting this Chapter, it is the desire of the Board of Supervisors to validly regulate to the full measure of its legal authority in the public interest, and to that end, the Board of Supervisors declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase, provision, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof might be declared invalid or unconstitutional in whole or in part, as applied to any particular situation or circumstances, and to this end the provisions of this Chapter are intended to be severable.

State law reference— Similar provisions, Government Code § 23.

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



347-0815

(347-0815) Ordin... - 1 of 10

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Martin Griffin; Chief Building Official
Jeremy Strang; Supervising Building Official

DATE: August 11, 2015

SUBJECT: Ordinance Creating Chapter 10.10 Expedited and Streamline Permit Process for Small Residential Rooftop Solar Energy Systems.

RECOMMENDATION: Approve Ordinance creating Ordinance Chapter 10.10, Expedite and Streamline Permit Process for Residential Rooftop Solar Energy Systems, and adding it to the Yuba County Ordinance Code and make a determination that the Ordinance is exempt from CEQA. The ordinance has been reviewed and approved by County Counsel.

BACKGROUND: September 21, 2014 Assembly Bill No 2188 was approved by the Governor and filed with Secretary of State, for compliance with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014; amending Civil Code Section 714; and Government Code Section 65850.5) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The Ordinance encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the County and expanding the ability of property owners to install solar energy systems. The Ordinance allows the County to achieve these goals while protecting the public health and safety.

DISCUSSION: The proposed ordinance encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the County and expanding the ability of property owners to install solar energy systems. The Ordinance allows the County to achieve these goals while protecting the public health and safety.

ENVIRONMENTAL DETERMINATION: Pursuant to the State Guidelines to implement the California Environmental Quality Act (CEQA), the ordinance has been reviewed for its potential to impact the environment. It is recommended that the Board of Supervisors determine that the proposal consists of a minor technical update to the

APPROVED AUG 11 2015

waited first reading /rf

County Code. Further the construction of small residential rooftop solar systems is deemed an accessory use/structure in the Yuba County Code and as such is EXEMPT from further environmental review pursuant to CEQA Section 15301(i); accessory structures.

**COMMITTEE
ACTION:**

This Ordinance was not sent to the Land Use & Public Works Committee due to being mandated by State Assembly Bill 2188.

FISCAL IMPACT:

The proposed ordinance will not have any impact on the General Fund. User Fees fund all Building Department Activities.

ORDINANCE NO. _____

**AN ORDINANCE ENACTING CHAPTER 10.10 OF THE YUBA COUNTY
ORDINANCE CODE RELATING TO EXPEDITED AND STREAMLINED PERMIT
PROCESS FOR SMALL RESIDENTIAL SOLAR ROOFTOP SYSTEMS.**

The following ordinance consisting of four (4) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By:  _____

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. RECITALS

WHEREAS, the Board of Supervisors of the County of Yuba seeks to implement AB 2188 (Chapter 521, Statutes 2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the Board of Supervisors wishes to advance the use of solar energy by all of its citizens, businesses and industries; and

WHEREAS, the Board of Supervisors seeks to meet the climate action goals set by the County and the State; and

WHEREAS, solar energy creates local jobs and economic opportunity; and

WHEREAS, the Board of Supervisors recognizes that rooftop solar energy provides reliable energy and pricing for its residents and businesses; and

WHEREAS, it is in the interest of the health, welfare and safety of the people of Yuba County to provide an expedited permitting process to assure the effective deployment of solar technology.

Section 3. Chapter 10.10 of Title X of the Yuba County Ordinance Code is hereby created:

CHAPTER 10.10
EXPEDITED AND STREAMLINE PERMITTING FOR SMALL RESIDENTIAL
ROOFTOP SOLAR ENERGY SYSTEMS

10.10.100 TITLE.
10.10.110 PURPOSE.
10.10.120 SCOPE.
10.10.200 DEFINITIONS
10.10.300 GENERAL ELIGIBILITY REQUIREMENTS
10.10.310 SYSTEM ELIGIBILITY REQUIREMENTS.
10.10.320 DUTIES OF THE BUILDING OFFICIAL AND BUILDING DEPARTMENT
10.10.330 PERMIT REVIEW AND INSPECTION REQUIREMENTS
10.10.400 SEVERABILITY.

ARTICLE 1
SCOPE AND APPLICATION

10.10.100 TITLE. These regulations, as part of Title X of the Yuba County Ordinance Code, shall be known as the Expedited and Streamlined Permit Process for Small Residential Rooftop Solar Systems of the County of Yuba, hereinafter referred to as “this code.”

10.10.110 PURPOSE. The purpose of the Ordinance is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014; Amending Civil Code Section 714; and Government Code Section 65850.5) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The Ordinance encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the County and expanding the ability of property owners to install solar energy systems. The Ordinance allows the County to achieve these goals while protecting the public health and safety.

10.10.120 SCOPE. This Ordinance applies to the permitting of all small residential rooftop solar energy systems within the unincorporated area of Yuba County.

Exception: Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this Ordinance are not subject to the requirements of this Ordinance unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

ARTICLE 2 DEFINITIONS

10.10.200 DEFINITIONS - for the purposes of this Chapter, the following definitions shall govern:

- A. **Solar Energy System** – means either of the following:
 - 1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
 - 2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
- B. **Small Residential Rooftop Solar Energy System** – means a solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
- C. **Electronic Submittal** – means the utilization of one or more of the following:
 - 1. Email;
 - 2. The Internet;
 - 3. Facsimile.

ARTICLE 3 SOLAR ENERGY SYSTEM REQUIREMENTS FOR ELIGIBILITY FOR EXPEDITED, STREAMLINE PERMIT PROCESS, REVIEWS AND INSPECTIONS

10.10.300 GENERAL ELIGIBILITY REQUIREMENTS. In order to be eligible for Yuba County's expedited solar energy system permitting process, applicants shall:

- A. Be current California State Licensed contractor specializing in photovoltaic or solar water heating systems;
- B. Complete all required documents for submittal, including:
 - 1. A permit application;
 - 2. All required Checklists;The County will make available all required documents both electronically and in hardcopy;
- C. Mark "Yes" on all of the items listed on the Eligibility Checklist. NOTE: Items that are marked "No" will not be eligible and the application will go through the standard process. However, the applicant may revise the system design to meet eligibility requirements;
- D. Install the solar system as a flush-mount on a qualifying roof of a one- or two- family dwelling;

1. The roof shall be in a location with ZERO snow load; elevation shall be less than 1,400 feet;
2. The roof, if composition shingles, shall not have more than one layer of roofing is present (there shall be no additional layers of roofing);
- E. The solar system shall not exceed the maximum allowable legal building height prescribed by the Yuba County Ordinance Code;
- F. The use of the system shall be for on-site consumption only.

10.10.310 SYSTEM ELIGIBILITY REQUIREMENTS. Solar Systems shall, at a minimum, meet the following requirements:

A. Electrical Systems

1. A solar energy system that is no larger than a maximum output of 10 kilowatts alternating current nameplate rating or less
2. Where source circuit fusing is included in the inverter a maximum of four (4) PV module strings may connect to each Maximum Power Point Tracking (MPPT) input
3. Fuses shall be rated to the series fuse rating of the PV module
4. Where source circuit fusing is not included in the inverter a maximum of two (2) PV module strings may connect to each MPPT input
5. No more than one (1) noninverter-integrated DC combiner shall be used per inverter
6. No more than two (2) inverters shall be utilized for central inverter systems.
7. The PV System shall only be interconnected to the load side of a single-phase AC service panel of nominal 120/240Vac with a bus bar rating of 225Amp or less.
8. The system shall be utility interactive and shall not use batteries

B. Water Heating Systems

1. A solar energy system that is no larger than 30kWth (462 square feet of collector) or less;
2. The solar collectors shall be certified by an accredited list agency
3. The heat transfer fluid shall be water or may be a non-toxic substitute at the discretion of the Building Official.

C. Structural

1. A completed Structural Criteria Worksheet and supporting documentation shall be submitted with the application

D. Fire-Safe

1. A solar energy system that provides diagrams that identify:
 - a. Roof layout of all panels, modules and disconnecting means
 - b. Clear access pathways and roof access points
 - c. Fire classification of components and roofing material
 - d. All required markings and labels

10.10.320 DUTIES OF THE BUILDING OFFICIAL AND BUILDING DEPARTMENT

- A. The Building Official shall provide standardized plans and checklists for applicants, of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
- B. The permit application and supporting documents required for the submission of an expedited solar energy system application shall be made available at the counter as well as on the Yuba County Website.
- C. Electronic submittal of the required documents shall be accepted by the Building Official and the applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
- D. The Building Official shall use the standardized plans and checklists, contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research along with any local modifications the Building Official deems necessary to carry out the intent of AB2188.
- E. Fees for solar systems, including small residential rooftop solar energy systems for expedited review, shall be set by ordinance and shall be listed in Title XIII of the Yuba County Ordinance Code.

10.10.330 PERMIT REVIEW AND INSPECTION REQUIREMENTS

- A. Applications for small residential rooftop solar energy systems for expedited review shall take priority over other building permit application submissions.
- B. The review and approval of required documents, where deemed complete, shall be completed within 3 working days of receipt and the permit issued.
- C. Review of the application shall be limited to the Building Official's review of whether the application meets local, state, and federal health and safety requirements as outlined in the standard plans and checklists.
- D. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
- E. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. Inspections will generally be performed the following business day after the request has been received, except that Inspections may be performed the same business day when requested through the County's automated IVR system no later than 7:00am. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.
- F. Inspection for small residential rooftop solar energy systems eligible for expedited review shall be consolidated into one (1) inspection which shall be performed by the Building Department. The one inspection shall be performed as a final inspection.

Exception: A separate fire inspection may be performed if an agreement with the local fire authority does not exist to perform safety inspections on behalf of the fire authority.

- G. If the inspection fails, subsequent inspections need not conform to the requirements of this Ordinance.

ARTICLE 4 SEVERABILITY

10.10.400 Severability. If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, unlawful, or unconstitutional such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

Section 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

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



(389-0815) Publi... - 1 of 28

ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
SUBJECT: Adopt Resolution Approving Rate Year 2016 Collection
Rate Adjustment as an Amendment to the Recology
Yuba-Sutter Collection Service Agreement
DATE: August 25, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Receive the independent consultant's (Aurora Environmental Inc.) report of the review and evaluation of the rate adjustment for the rate year beginning October 1, 2015 (Rate Year 2016).
2. Adopt a resolution approving an amendment to the Recology Yuba Sutter Collection Service Agreement for Yuba County and associated rate adjustment recommendations for Yuba County customers, effective October 1, 2015 as provided in the attached rate sheets and detailed in this staff report.

BACKGROUND

Recology Yuba-Sutter provided their detailed rate application in April 2014 to the Regional Waste Management Authority (RWMA) and its member jurisdictions for Rate Year 2015.

Per the adopted Collection Service Agreements between Recology and the RWMA jurisdictions, collection service rates are to be adjusted using a Refuse Rate Index (RRI) for three years beginning with the first year of the contract and a detailed rate application in the fourth year. The detailed rate application year was reviewed and approved for the 2015 Rate Year. Rate Year 2016 begins a new cycle, beginning with an RRI adjustment.

DISCUSSION

Included as a separate document is an Evaluation Report prepared by Aurora Environmental, Inc. on the review and evaluation of the rate adjustment

application that was submitted by Recology Yuba-Sutter for the Rate Year 2016. This is the fourth rate adjustment application submitted by Recology Yuba-Sutter pursuant to the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement, Exhibit 2 in the Collection Service Agreements that were adopted by the RWMA member jurisdictions in December 2011.

The Evaluation Report and associated adjustment recommendations are now being considered by the member jurisdictions. The Maximum Service Rate Adjustment Guidelines for the Collection Service Agreements allow for the RWMA to conduct the review of rate applications.

The Evaluation Report describes the RRI rate adjustment and adjustments related to the previously agreed to conversion of additional remittances to the RWMA and Yuba City Rate Stabilization and Capitalization Funds in Rate Year 2015 to an additional franchise fee percentage beginning in Rate Year 2016. The Evaluation Report states that the RRI Rate Application as revised by Recology Yuba-Sutter is confirmed to be complete and prepared in accordance with the relevant provisions of the RWMA jurisdictions' franchise agreements. The originally requested rate adjustment was for a 1.48 percent increase and the revised rate adjustment for Rate Year 2016 was calculated to be 1.44 percent.

Due to the presence of member agency specific programs in Marysville and Yuba County, the rate adjustments for these jurisdictions are slightly different. For Yuba County, the charge for the Ponderosa Transfer Station was increased by 2.54 percent to account for the increase in franchise fees and the RRI on this component of the rates. As a result, the overall rate change for Yuba County is slightly higher at 1.45 percent.

In addition, RWMA staff and managers from the member agencies were recently informed of additional storm water control projects; a landfill gas well project; and, landfill post closure maintenance annual and trust fund expenses, all of which are a result of state regulations / mandates. These issues / projects resulted in the Administrators recommending that the 1.44 percent Refuse Rate Index (RRI) adjustment be increased to 2.00 percent with the additional amount remitted to the Rate Stabilization and Capitalization Funds. Estimated costs for these issues / projects would result in approximately \$3 million being amortized over many years in the rate structure, beginning with the next fiscal year.

Attached is a draft model Collection Service Agreement amendment that addresses the adoption of region-wide residential, commercial and debris box collection rates for Rate Year 2016, effective October 1, 2015, and to reflect the following:

- Refuse Rate Indexed Adjustment per the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement;
- Acknowledgement of the Refuse Rate Index adjustment to the monthly remittances to the Rate Stabilization and Capitalization Funds for Rate Year 2016;
- Acknowledgement that the additional monthly remittance to the Rate Stabilization and Capitalization Funds in Rate Year 2015 will be converted to an additional one percentage point franchise fee;
- Modification of the franchise fee to seven (7) percent [from the current six (6) percent fee];
- Mutual commitment conditions relative to the effectiveness of the Agreement Amendments.

Historical Rate Adjustments – Yuba County

The following are Rate Year adjustments since Rate Year 2008:

2008	0.00 % (Actual decrease of 1.68% remitted to RSCF)
2009	6.75 % (Largely due to 2008 fuel price increases)
2010	0.00 % (Actual decrease of 4.22% remitted to RSCF)
2011	1.00 %
2012	0.00 % (Actual decrease of 2.35% remitted to RSCF)
2013	3.75 %
2014	4.52 %
2015	0.00 % (Actual decrease of 4.37% remitted to RSCF)
2016	<u>2.00 %</u>
2.00 % (Average Annual Rate Increase / Last 8 years)	

COMMITTEE ACTION

This item was not taken to committee as it was previously presented to the RWMA Board of Directors.

FISCAL IMPACT

For Rate Year 2016, the adjusted rates are reflected in the attached rate sheets. The one (1) percentage point increase to Franchise Fees is estimated to result in an increase of approximately \$80,000 to Yuba County.

Attachments:

Attachment "A" – Consultant's Report / Aurora Environmental, Inc.
 Attachment "B" – Rate Year 2016 Residential and Commercial Rate Sheet
 Attachment "C" – Resolution for Amendment to the Collection Service Agreement
 Attachment "D" – Amendment to the Collection Service Agreement

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ADOPTING AN AMENDMENT)	Resolution No. _____
TO THE RECOLOGY YUBA SUTTER COLLECTION)	
SERVICE AGREEMENT AND APPROVING A 2.00%)	
RATE INCREASE FOR RATE YEAR 2016)	
_____)	

WHEREAS, the Board of Supervisors annually adjusts solid waste service rates in conjunction with the Collection Service Agreement and with appropriate justification from Recology Yuba-Sutter; and

WHEREAS, on August 15, 2000, the Board of Supervisors adopted formal Rate Adjustment Guidelines which provide a standard framework for Recology Yuba Sutter to report the actual financial results of future operations; and

WHEREAS, on December 13, 2011, the Board of Supervisors amended, by way of a new Collection Service Agreement between Yuba County and Recology Yuba Sutter, the formal Rate Adjustment Guidelines, which continues to provide a standard framework for financial results and future operations using a combination of a Rate Refuse Index (RRI) and detailed rate adjustment applications to determine rate year adjustments; and

WHEREAS, the Regional Waste Management Authority (RWMA), of which Yuba County is a member, and Aurora Environmental, Inc., under the direction of the RWMA, reviewed the 2016 Rate Year application from Recology Yuba-Sutter in accordance with the Rate Adjustment Guidelines; and

WHEREAS, in July 2015, the County of Yuba received the Final Evaluation Report prepared by Aurora Environmental, Inc. for the RWMA, wherein the rate adjustment application submitted by Recology Yuba-Sutter was found to be complete and prepared in accordance with the Rate Adjustment Guidelines; and

WHEREAS, at the Regional Waste Management Authority meeting on June 18, 2015, the Board of Directors accepted the collection rate adjustment application evaluation report relative to the Rate Year 2016 rate adjustment and directed staff to forward the final report and draft model collection service agreement amendment language to the member jurisdictions for their adaptation and use; and

WHEREAS, the RWMA Board of Directors has made a recommendation that each of the member agencies approve the proposed rate adjustment as shown in the attached Evaluation Report and Rate Schedule, with the exception of the .56% increase for upcoming state mandate costs as these costs were unknown at the time of their regularly scheduled Board meeting; and

WHEREAS, based on the foregoing, good cause has been shown to justify the new increased rate structure.

NOW, THEREFORE, BE IT RESOLVED that the Amendment to the Collection Service Agreement between the County of Yuba and Recology Yuba-Sutter, which is attached hereto marked as Exhibit "A" and by this reference is incorporated herein as though set forth in full, is adopted and the Chairman is authorized to execute same.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the collection of the increased rates set forth in this amendment to the Collection Service Agreement is to be effective October 1, 2015.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 25th day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____

By:  _____
Angil Morris-Jones, County Counsel

MODEL AMENDMENT TO COLLECTION SERVICE AGREEMENT**July 9, 2015**

This Amendment to the Collection Service Agreement for solid waste collection, disposal, and recycling services is made this 25th day of August 2015, by and between the County of Yuba, California (COUNTY) and Recology Yuba-Sutter.

RECITALS

A. In 2011, COUNTY entered into a Collection Service Agreement (Agreement) with Recology Yuba-Sutter for solid waste collection, disposal, and recycling services within the unincorporated boundaries of COUNTY. The Agreement expires on September 30, 2019.

B. COUNTY and Recology Yuba-Sutter mutually desire to amend the Agreement by executing this amendment (Amendment) to adjust Maximum Service Rates for residential, commercial and debris box collection rates effective October 1, 2015 to reflect the Refuse Rate Indexed Adjustment per the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement, including a modification of franchise fees; and, clarification of certain provisions of the Agreement.

C. COUNTY stipulates that this Amendment to the Collection Service Agreement is conditioned upon the mutual commitment of all of the member agencies of the Regional Waste Management Authority to adopt the same base service rate adjustments and the same terms regarding franchise fee percentages and adjusted remittances to the Rate Stabilization and Capitalization Funds.

**NOW, THEREFORE THE PARTIES TO THE COLLECTION SERVICE AGREEMENT
AND THIS AMENDMENT AGREE AS FOLLOWS****1. MAXIMUM SERVICE RATES**

The Maximum Service Rates that may be charged by Recology Yuba-Sutter for the services provided in Rate Year 2016 pursuant to the Agreement are specified in Exhibit 1 to this Amendment. The COUNTY hereby adjusts the franchise fee percentage to be seven (7) percent. Recology Yuba-Sutter and the COUNTY agree that the Maximum Service Rates include ongoing remittances to the RWMA of \$34,082.41 [**Yuba City of \$24,700.63**] per month in Rate Year 2016 for the Rate Stabilization and Capitalization Fund (five jurisdiction).

Recology Yuba-Sutter and the COUNTY further agree that the additional remittances to the RWMA of \$12,407.82 [**Yuba City of \$8,992.35**] per month in Rate Year 2015 for the Rate Stabilization and Capitalization Fund (five jurisdiction) will be converted to the additional franchise fee increase of one (1) percentage point beginning in Rate Year 2016.

2. CLARIFICATION OF CERTAIN PROVISIONS OF THE AGREEMENT

COUNTY and Recology Yuba-Sutter agree that the following provisions of the Collection Service Agreement shall be amended as noted to clarify these provisions.

1.68 RWMA Service Area. The combined legal corporate limits of all member agencies of the Regional Waste Management Authority, ~~excluding Beale Air Force Base~~.

5.01 Minimum Diversion Requirements. The COUNTY requires the CONTRACTOR to use its best efforts to achieve a minimum annual diversion rate of thirty percent (30%), or such other amount as may be set by request of all Member Agencies in accordance with the provisions of Article 25.02 of this Agreement, during each Agreement Year beginning October 1, 2011. The annual diversion rate will be calculated as "the tons of materials Collected by CONTRACTOR from the provision of Collection Services in the RWMA Service Area under the terms of this Agreement, ~~plus those materials Collected from Beale Air Force Base~~, that are shipped to the Materials Recovery Facility, the Organic Waste Processing Facility, or other recycler or re-user, net of any residue amounts, divided by the total tons of materials Collected by CONTRACTOR from the provision of Collection Services in the RWMA Service Area under the terms of this Agreement ~~plus those materials Collected from Beale Air Force Base~~ in each Agreement Year."

17.01.1 Accounting Records. CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit, copy, and inspection. Gross revenues derived from provision of the Collection Services, including revenues from the sale of Recyclable Materials, including CRV revenue or revenue from the sale of Composted material, whether such services are performed by the CONTRACTOR or by an approved subcontractor(s) as set forth in Exhibit 4, shall be recorded as revenues in the accounts of the CONTRACTOR. These records shall be maintained separate from CONTRACTOR'S records for services provided outside the ~~RWMA Service Area~~. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than eight (8) years following the close of each of the CONTRACTOR'S fiscal years.

20.05.2 COUNTY and CONTRACTOR acknowledge that RWMA liquidated damages may only be assessed one time for each occurrence within the ~~RWMA Service Area~~ Service Areas of the Member Agencies (and not one time for each Member Agency).

COUNTY and Recology Yuba-Sutter agree that the following provisions of Exhibit 2 to the Collection Service Agreement entitled, "MAXIMUM SERVICE RATE ADJUSTMENT GUIDELINES FOR COLLECTION SERVICE AGREEMENT," shall be amended as noted to clarify these provisions.

DEFINITIONS (in Section I. OVERVIEW OF THE RATE ADJUSTMENT PROCESS)

Activities – CONTRACTOR'S operations are divided between those provided within the Service Areas of the Member Agencies ~~RWMA Service Area~~, which are subject to this Exhibit 2 (RWMA Member Regulated Activities), and those provided outside the Service Areas of the Member Agencies ~~RWMA Service Area~~ (e.g., to Beale Air Force Base), which are not (Non-RWMA Member Regulated Activities).

REPORTING OF OPERATIONAL INFORMATION (in Section III. PREPARATION OF DETAILED APPLICATION)

CONTRACTOR shall submit Attachment 4 (Operational Data) which will contain data to be used during the Detailed Rate Review. Operational information shall be prepared for each Service Type and for the entire RWMA Service Area. The operational information to be provided shall

be as of the preceding September 30 and shall include, but not be limited to, the following or its equivalent...

3. CONDITIONS FOR EFFECTIVENESS OF THIS AGREEMENT AMENDMENT

The effectiveness of this Agreement Amendment is expressly conditioned on the mutual written commitment of all the member agencies of the Regional Waste Management Authority to adopt the same base service rate adjustments and the same terms regarding converting the additional remittances to the RWMA in Rate Year 2015 to the additional franchise fee increase of one (1) percentage point beginning in Rate Year 2016 and the other referenced adjustments to remittances to the Rate Stabilization and Capitalization Funds pursuant to Section 1 above.

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**EVALUATION REPORT
RECOLOGY YUBA-SUTTER
2016 RATE APPLICATION**

FINAL REPORT

Presented to

Regional Waste Management Authority

July 9, 2015

Prepared by

Aurora Environmental, Inc.

1.0 INTRODUCTION

Per the Collection Service Agreements and the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreements (Exhibit 2 of the franchise agreements) adopted by each of the Regional Waste Management Authority (RWMA) jurisdictions, rates for Recology Yuba-Sutter's collection services are to be adjusted using a Refuse Rate Index (RRI) for the first, second and third Rate Years of each four year rate cycle of the Collection Service Agreement. In the fourth year of each four year rate cycle, rates are to be adjusted by the detailed rate adjustment methodology in Exhibit 2 of the Collection Service Agreements. Rate Year 2016 (October 1, 2015 to September 30, 2016) is the first rate year of the second four year rate cycle under the new franchise agreements.

Per the Collection Service Agreements, Recology Yuba-Sutter is required to submit an RRI Rate Application by May 1st of each calendar year in which an RRI rate adjustment is to occur. The RRI rate adjustment methodology requires that Recology Yuba-Sutter provide financial expense information for the following cost categories:

- Labor
- Fuel
- Vehicle and Equipment Replacement
- Vehicle and Equipment Maintenance
- Disposal
- All Other

The weighted percentage of each cost category is determined based on the proportionate share of the expenses in each cost category compared to the total cost. The weighted percentage of each cost category is then multiplied by the percent change in the annual average of each associated index between the 12-month period ending March 31 of the calendar year in which the RRI adjustment is to occur and the preceding 12-month period. The RRI adjustment is the sum of these products. The franchise agreement amendments adopted in 2014 also included special provisions for the conversion of additional remittances to the Rate Stabilization and Capitalization Funds in Rate Year 2015 to a one percentage point increase in the franchise fee percentage in Rate Year 2016.

Contract Administrators for each jurisdiction (or the RWMA and/or a consultant engaged by a jurisdiction(s) or the RWMA) are required to check the calculations in the application and promptly notify Recology Yuba-Sutter of any errors. Recology Yuba-Sutter then has the opportunity to submit a corrected application. The Contract Administrator is required to notify Recology Yuba-Sutter by July 15th that the RRI adjustment to the Maximum Service Rates set forth in the application (as so corrected) is correct. Recology Yuba-Sutter will then provide adjusted rate sheets by July 31st for consideration and action by the member jurisdictions, or their delegated authority, by August 31st to become effective on the subsequent October 1st.

2.0 REFUSE RATE INDEX (RRI) RATE ADJUSTMENT EVALUATION

On May 4, 2015, Recology Yuba-Sutter submitted a rate application to the RWMA and member jurisdictions for an adjustment of the service rates that would be effective for Rate Year 2016 (October 1, 2015 to September 30, 2016). The rate adjustment in this application included the

Refuse Rate Index (RRI) rate adjustment and accounted for the previously planned redirection of the additional remittances to the Rate Stabilization and Capitalization Funds in Rate Year 2015 to an additional one percent franchise fee. The RRI adjustment requested in the application dated May 4th was for a 1.48% increase in the base service rates and has since been revised to correct the CPI indexes for current time periods resulting instead in a 1.44% increase in the base service rates.

The following describes the different components of the rate adjustment request:

1. Cost Category Detail – The financial expense statement by cost category was reviewed and the non-allowable expenses per the rate adjustment guidelines include such items as donations; company promotions; road maintenance fees; HHW Facility expenses; street sweeping services; Ponderosa Transfer Station expenses; and, processing of recyclables and green waste from Colusa and Butte counties and Seattle, Washington. The non-allowable expenses related to the non-RWMA activities of collection service to Beale Air Force Base and the foothill areas of Butte and Placer counties are still included in the expenses based on the assumption that this activity has roughly the same percentage mix of expenses as the RWMA activities.

Other excluded items are the landfill trust fund interest and franchise fees from the All Other cost category. The landfill trust fund interest is excluded from the calculation because it is not a true expense. The franchise fees are excluded from the All Other cost category because the RRI adjustment is applied to the base service rates. Franchise fees are then charged on the resulting adjusted base service rates.

A copy of the expense statement is included in **Attachment 1**.

2. Cost Category (Expense) Weight Percentage Calculations – The cost category weight percentage calculations based on the expense statement in **Attachment 1** were reviewed and found to be correctly calculated and rounded as presented on the revised Refuse Rate Index Calculation sheet in **Attachment 2**. The following presents the cost category (expense) weight percentages:

40.13%	Labor
5.99%	Fuel
7.64%	Vehicle and Equipment Replacement
5.31%	Vehicle and Equipment Maintenance
17.97%	Disposal
22.96%	All Other
100.00%	TOTAL

3. RRI Indices and Calculations of the Percentage Change in the Annual Average of each Index – Each of the monthly, quarterly or annual indices on the Refuse Rate Index Calculation sheet in **Attachment 3** was verified with the source documentation. The calculations of the annual average and the percent change in the annual averages and rounding for each index was confirmed to be calculated correctly.

It was noted that as of the application submittal due date, only preliminary indices were available for Vehicle and Equipment Replacement and Vehicle and Equipment Maintenance for the months of December 2014 through March 2015. The following presents the percent change for each index:

3.35%	Labor
-7.68%	Fuel
1.33%	Vehicle and Equipment Replacement
3.53%	Vehicle and Equipment Maintenance
0.00%	Disposal
1.18%	All Other

The Fuel index reflects the most significant change at -7.68% due to a reduction in fuel prices in late 2014 and early 2015.

4. Weighted Percentage and Refuse Rate Index (RRI) Calculations – The results of multiplying each cost category (expense) weight percentage by the percent change in the associated index and rounding and the sum total (**Attachment 2**) were confirmed. The following presents the resulting weighted percent change for each index and the sum total RRI:

1.34%	Labor
-0.46%	Fuel
0.10%	Vehicle and Equipment Replacement
0.19%	Vehicle and Equipment Maintenance
0.00%	Disposal
0.27%	All Other
1.44%	TOTAL = Refuse Rate Index (RRI)

From the weighted percentage calculations above, the RRI figure for Rate Year 2016 was verified to be 1.44%. A related adjustment described below is factored into the final Rate Year 2016 adjustment figure.

3.0 REFUSE RATE INDEX APPLICATION RATE ADJUSTMENT

Finally, when each of the RWMA member agencies adopted the Rate Year 2015 service rates, it was agreed that additional monthly remittances to the RWMA (\$12,407.82) and Yuba City (\$8,992.35) for the respective Rate Stabilization and Capitalization Funds would be converted to an additional franchise fee percentage beginning in Rate Year 2016. Since the original application was submitted, the rate sheets have been updated to reflect the corrected figure of a 1.44% increase to the base service rates. The updated rate sheets also reflect that a 1.0036 rate adjustment factor was applied to the base rates so that with the additional franchise fee percentage point, the overall rate increase is 1.44%. For the City of Marysville, the street sweeping rate was increased by the same overall rate increase of 1.44% and the franchise fees on the street sweeping rate was also increased by one percentage point. As a result, the overall rate change for the City of Marysville is slightly higher at 1.52%. For Yuba County, the charge for the Ponderosa Transfer Station was increased 2.54% to account for the increase in franchise fees and the RRI on this component of the rates. As a result, the overall rate change for Yuba County is slightly higher at 1.45%.

4.0 REVIEW SUMMARY AND NET RATE YEAR 2016 RATE ADJUSTMENT

The revised RRI rate application submitted by Recology Yuba-Sutter (**Attachments 1-3**) is confirmed to be complete and prepared in accordance with the relevant provisions of the RWMA jurisdictions' Collection Service Agreements. The revised net rate adjustment for Rate Year 2016 was calculated to be 1.44%. This rate adjustment will be applied to both the base rates and franchise fees effective October 1, 2015.

5.0 2016 RATE YEAR RATE ADJUSTMENT EVALUATION REPORT REVIEW

Drafts of this evaluation report were reviewed by Recology Yuba-Sutter and the RWMA Administrators and revisions resulting from Recology Yuba-Sutter's comments were made and distributed for review and comment. No further comments were provided. This evaluation report was also reviewed by the RWMA Board at the June 18th meeting. Following this meeting, the RWMA Administrators recommended that the 1.44% rate adjustment be increased to 2.00% for additional Rate Stabilization and Capitalization Fund remittances to assist with funding pending projects related to storm water control, landfill gas control and landfill post closure maintenance. This final report is being submitted to the RWMA jurisdictions along with the final rate adjustment figure and rate sheets. Rate adoption hearings, as necessary, will be held by the RWMA jurisdictions in August and September and the adjusted rates will be effective October 1, 2015.

Attachment 1

Recology Yuba-Sutter
Expense Statement Excluding
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2014 Actual	4th Qtr 2014 Actual	1st Qtr 2015 Actual	2nd Qtr 2015 Actual	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Washington Processing	Adjust Recology Butte/Colusa	Adjust Member Agency Specific Maint	Apr 2014 - Mar 2015 Actual
Labor Expenses											
Regular Hours	1,108,333.12	1,087,719.76	1,076,990.23	1,096,169.02							4,369,212.13
Overtime Hours	256,617.67	228,153.79	217,429.05	217,423.35							919,623.86
Sickpay	32,618.71	(82,851.89)	27,323.10	24,627.32							1,717.24
Holiday Worked	46,075.55	85,807.29	58,746.83	64,062.29							254,691.96
Holiday Not-Worked	4,725.08	6,850.51	34,732.38	30,897.73							77,205.70
Vacation/PTO	71,971.59	72,958.23	76,790.61	10,052.60							231,773.03
PTO	0.00	0.00	1,733.60	91,072.27							92,805.87
Other (payroll)	8,027.23	7,735.22	8,630.37	12,333.07				(128,818.15)	(468,266.00)		(560,358.26)
Labor Billing	186,505.00	0.00	0.00	0.00							186,505.00
Labor Billing	(186,505.00)	0.00	0.00	0.00							(186,505.00)
Saturday	0.00	0.00	0.00	0.00							0.00
Sunday	0.00	0.00	0.00	0.00							0.00
Accrued Bonus	0.00	0.00	0.00	0.00							0.00
Labor Transfer	150,431.12	132,800.92	143,442.29	133,479.73							560,154.06
Payroll	1,678,800.07	1,539,173.83	1,645,818.46	1,680,117.38	0.00	0.00	0.00	(128,818.15)	(468,266.00)	0.00	5,946,825.59
Payroll Taxes	115,499.71	119,661.54	125,503.28	149,755.78							510,420.31
Payroll Taxes	115,499.71	119,661.54	125,503.28	149,755.78							510,420.31
O/S Pension	261,722.12	247,587.13	260,857.80	255,685.50							1,025,852.55
401K Employer Portion	0.00	87.27	205.76	285.65							578.68
I/C Pension	28,652.65	16,124.72	30,155.56	31,916.60							106,849.53
Pension	290,374.77	263,799.12	291,219.12	287,887.75	0.00	0.00	0.00	0.00	0.00	0.00	1,133,280.76
O/S Health Insurance	401,132.00	392,804.00	407,407.00	413,170.75							1,614,513.75
I/C Health CA/NV	92,688.48	92,774.36	100,492.61	93,011.89							378,967.34
I/C Health OR	0.00	0.00	0.00	0.00							0.00
WOW Self Insurance	0.00	0.00	0.00	0.00							0.00
I/C Premium OR	0.00	0.00	0.00	0.00							0.00
I/C Premium WOW	0.00	0.00	0.00	0.00							0.00
Health Benefits Payments	0.00	0.00	0.00	0.00							0.00
Health Benefits Payments WOW	0.00	0.00	0.00	0.00							0.00
Health Benefits Payments OR	0.00	0.00	0.00	0.00							0.00
Health Insurance	493,820.48	485,578.36	507,899.61	506,182.64	0.00	0.00	0.00	0.00	0.00	0.00	1,993,481.09
I/C Workers Compensation OR	0.00	0.00	0.00	0.00							0.00
I/C Workers Compensation	159,483.95	106,410.13	103,796.07	101,525.45							471,215.60
I/C Workers Compensation OR	0.00	0.00	0.00	0.00							0.00
Insurance Comp Premiums	0.00	0.00	0.00	0.00							0.00
W/C Insurance Premiums OR	0.00	0.00	0.00	0.00							0.00
Workers Comp	159,483.95	106,410.13	103,796.07	101,525.45							471,215.60
Other Benefits	0.00	0.00	0.00	0.00							0.00
Other Benefits	0.00	0.00	0.00	0.00							0.00
Labor	2,737,978.98	2,514,622.98	2,674,236.54	2,725,469.00	0.00	0.00	0.00	(128,818.15)	(468,266.00)	0.00	10,055,223.35
Fuel	451,628.82	457,137.30	349,434.98	301,793.24				(10,438.64)	(19,862.00)		1,529,693.70
Fuel Allocation	0.00	0.00	0.00	0.00						(29,482.48)	(29,482.48)
Fuel	451,628.82	457,137.30	349,434.98	301,793.24	0.00	0.00	0.00	(10,438.64)	(19,862.00)	(29,482.48)	1,500,211.22
O/S Equipment Rental	11,998.73	47,810.02	44,415.41	272,235.97							376,460.13
Depreciation	119,958.87	77,231.69	55,849.81	55,849.79	(99,389.63)						209,500.53

Recology Yuba-Sutter
Expense Statement Excluding
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2014 Actual	4th Qtr 2014 Actual	1st Qtr 2015 Actual	2nd Qtr 2015 Actual	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Washington Processing	Adjust Recology Butte/Colusa	Adjust Member Agency Specific Maint	Apr 2014 - Mar 2015 Actual	
Amortization												
Equipment Rental	11,678.67	11,678.67	11,678.67	11,678.67	(46,714.68)						0.00	
Vehicle and Equipment Replac	413,857.25	378,269.08	348,132.32	363,176.20	(88,524.53)			(18,688.49)	(67,534.00)		1,328,687.83	7.6%
	557,493.52	514,989.46	460,076.21	702,940.63	(234,628.84)	0.00	0.00	(18,688.49)	(67,534.00)	0.00	1,914,648.49	
O/S Repairs	56,541.56	62,275.38	72,342.72	122,361.59				(21,259.86)	(75,703.00)		216,558.39	
I/C Repairs	5,995.93	4,671.20	6,201.46	0.00							16,868.59	
Equipment Maint Contract	27,594.86	22,858.78	21,440.68	23,030.61							94,924.93	
Tires	58,072.48	79,467.63	53,343.30	48,893.84							239,777.25	
Parts	184,802.08	194,177.17	157,635.34	202,505.97							739,120.56	
T&G Maintenance Allocation	0.00	0.00	0.00	0.00						(29,780.20)	(29,780.20)	
T&G Overhead Allocation	0.00	0.00	0.00	0.00						(10,918.00)	(10,918.00)	
Oil	16,637.86	15,187.32	11,232.51	21,086.36							64,144.05	
Vehicle and Equipment Mainte	349,644.77	378,637.48	322,196.01	417,878.37	0.00	0.00	0.00	(21,259.86)	(75,703.00)	(40,698.20)	1,330,695.57	5.3%
O/S Disposal	21,262.48	17,514.10	25,676.68	18,164.09							82,617.35	
I/C Disposal	1,098,844.96	1,058,437.64	1,241,623.16	1,259,497.70				(51,052.54)	(117,129.01)		4,490,221.91	
I/D Disposal	1,503,156.45	1,500,351.39	1,678,505.34	1,564,343.46							6,246,356.64	
I/D Disposal Compost	0.00	0.00	0.00	0.00							0.00	
I/D Disposal	(1,515,593.55)	(1,515,227.94)	(1,705,834.27)	(1,580,585.01)							(6,317,240.77)	
I/D Disposal Compost	0.00	0.00	0.00	0.00							0.00	
I/C Commercial Refuse Collection	0.00	0.00	0.00	0.00							0.00	
Disposal	1,107,670.34	1,061,075.19	1,239,970.91	1,261,420.24	0.00	0.00	0.00	(51,052.54)	(117,129.01)	0.00	4,501,955.13	18.0%
Temporary Labor	168,971.51	68,570.02	26,987.20	75,745.73							340,274.46	
Subcontractors	839.98	17,648.00	897.62	9,671.38							29,056.98	
Insurance Claim Payments	0.00	0.00	0.00	0.00							0.00	
Insurance Premium Cost	3,132.00	100.00	0.00	0.00							3,232.00	
Insurance Premium Cost OR	0.00	0.00	0.00	0.00							0.00	
I/C Insurance	34,714.56	20,068.89	85,506.00	85,506.00							225,795.45	
Insurance Department Fee	60,281.13	57,364.28	68,997.00	68,997.00							255,639.41	
O/S Property Rental	0.00	0.00	0.00	0.00							0.00	
Operational Supplies	0.00	0.00	0.00	0.00							0.00	
Expendables	25,142.76	14,231.31	13,059.06	11,687.05							64,120.18	
Maintenance	53,386.10	36,505.24	40,592.81	53,728.41							184,212.56	
Office	14,197.37	17,998.84	9,716.83	12,186.83							54,099.87	
Other Supplies	0.00	0.00	0.00	0.00							0.00	
Project	0.00	0.00	0.00	0.00							0.00	
Safety	14,458.13	14,519.85	8,089.28	11,322.45							48,389.71	
Small Tools and Equipment	21,573.76	14,048.94	18,611.06	15,791.13							70,024.89	
Shoes and Uniforms	19,672.62	7,172.93	5,234.70	33,769.00							65,849.25	
Metal Supplies	0.00	0.00	0.00	0.00							0.00	
Franchise Fees	339,088.25	328,507.14	397,899.98	397,017.32			(1,462,512.69)				0.00	
Surcharge	67,817.65	68,123.19	65,941.31	65,795.57			(267,677.72)				0.00	
Building and Facility	40,337.84	116,698.67	(10,734.67)	48,224.87							0.00	
I/C Bldg & Facility Repairs	17,407.05	(54,972.71)	0.00	0.00							194,526.71	
Security	25,678.55	26,492.98	26,052.03	25,651.21							(37,565.66)	
Janitorial	5,855.90	5,016.12	4,959.09	4,959.09							103,874.77	
Licenses and permits	33,636.77	36,964.29	36,169.70	39,800.82							21,666.78	
Electricity	51,730.06	51,472.40	40,627.07	29,107.47							146,571.58	
Water	5,915.44	5,930.27	3,485.67	5,115.20							172,937.00	
Gas	316.14	2,282.45	8,975.89	8,899.57							20,446.58	
O/S Freight	16,432.60	3,963.71	1,921.91	13,958.09							36,276.31	
Equipment Transportation	1,824.00	1,026.00	1,155.00	0.00							4,005.00	
I/C Freight	0.00	0.00	0.00	0.00							0.00	

Recology Yuba-Sutter
Expense Statement Excluding
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2014	4th Qtr 2014	1st Qtr 2015	2nd Qtr 2015	Adjust	Adjust	Adjust	Adjust	Adjust	Adjust	Adjust	Apr 2014 - Mar 2015
	Actual	Actual	Actual	Actual	Leases and Depreciation	Donations and Event Promo	Franchise Fees and Road Maint	Washington Processing	Recology Butte/Colusa	Member Agency Specific Maint	Actual	
I/D Freight	0.00	0.00	0.00	0.00							125.00	
I/D Freight	0.00	0.00	0.00	(125.00)							(125.00)	
Deferred Landfill	0.00	0.00	0.00	0.00							0.00	
Landfill Trust Interest	0.00	0.00	0.00	0.00							0.00	
Landfill Covers	0.00	0.00	0.00	0.00							0.00	
AB1220 Surcharge	0.00	0.00	0.00	0.00							0.00	
County Landfill Fees	0.00	0.00	0.00	0.00							0.00	
Landfill Permits	121,316.88	119,029.46	122,020.67	124,111.60							486,478.61	
Operator Liability	0.00	0.00	0.00	0.00							0.00	
Article 5	0.00	0.00	0.00	0.00							0.00	
Landfill Regulatory	0.00	0.00	0.00	0.00							0.00	
Processing Fees	22,014.99	6,444.75	3,370.52	4,699.22							36,529.48	
I/C Processing Fees	0.00	0.00	0.00	0.00							0.00	
I/C Purchases-Glass	0.00	0.00	0.00	0.00							0.00	
I/C Purchases-Junk	0.00	0.00	0.00	0.00							0.00	
I/C Purchases-Wood	0.00	0.00	0.00	0.00							0.00	
I/C Purchases-E-Waste	0.00	0.00	0.00	0.00							0.00	
Purchases-Aluminum	29,196.77	31,645.87	35,415.02	33,977.48							130,235.14	
Purchases-Cardboard	10,775.59	11,208.85	8,092.28	8,435.76							38,512.48	
Purchases-Glass	1,589.46	3,792.15	2,519.17	3,653.90							11,554.68	
Purchases-Junk	10.00	8.00	0.00	0.00							18.00	
Purchases-Metal	0.86	0.00	1.62	0.00							2.48	
Purchases-Newsprint	1,194.21	2,305.92	2,216.62	938.81							6,655.56	
Purchases-Paper	100.00	371.57	318.44	215.31							1,005.32	
Purchases-Plastic	23,804.12	21,241.21	16,116.01	18,348.69							79,510.03	
Purchases-Wood	0.00	0.00	0.00	0.00							0.00	
Purchases-Contra	0.00	0.00	0.00	0.00							0.00	
Cost of Goods Sold	3,558.00	6,195.50	(1,173.75)	(2,395.88)							6,183.87	
I/C Cost of Goods Sold	0.00	0.00	0.00	0.00							0.00	
Professional Services-Other	2,544.32	2,258.90	2,734.33	3,159.69							10,697.24	
Professional Services-Accounting	12,355.40	12,264.01	12,076.74	11,812.04							48,508.19	
Professional Services-Legal	6,509.36	107,269.50	(26,727.01)	169,799.88							256,851.73	
Professional Services-Engineering	6,549.70	(8,094.74)	(8,360.42)	(5,791.75)							(15,697.21)	
Lab Analysis	1,955.25	350.00	986.00	2,738.00							6,029.25	
Bad Debts	1,283.18	12,203.64	11,100.00	11,886.00							36,472.82	
Business Meals	2,914.39	3,444.74	2,451.40	2,340.23							11,150.76	
Travel	954.38	3,098.98	2,417.04	2,988.02							9,458.42	
Entertainment	0.00	0.00	0.00	0.00							0.00	
Telephone	27,569.13	24,013.21	7,712.02	43,815.22							103,109.58	
Advertising	21,964.83	20,554.21	22,146.47	8,902.86							73,568.37	
Promotion and Special Events	75,498.47	29,371.80	28,014.11	30,124.09							8,749.91	
Donations	281.46	4,298.17	13,577.20	4,545.00							0.00	
Dues and Subscriptions	2,412.00	845.16	3,920.09	1,545.00							8,722.25	
Employee Recognition	2,454.86	3,114.86	5,308.70	5,657.07							16,535.49	
Employee Training	10.56	427.00	3,840.37	5,618.55							9,896.48	
Office Expense	0.00	(875.21)	89.61	13.00							(772.60)	
Postage	15,515.29	13,374.53	8,639.56	4,278.58							41,807.96	
Project Costs	0.00	0.00	0.00	0.00							0.00	
Project Costs	0.00	0.00	0.00	0.00							0.00	
Taxes-Business and Other	1,840.85	1,792.41	1,684.74	2,826.97							8,144.97	
Taxes-Secured Property	43,432.09	43,432.08	43,217.58	43,247.64							173,329.39	
Taxes-Unsecured Property	29,195.49	29,149.41	29,149.41	29,149.41							116,643.72	
I/C Management Fees	0.00	0.00	0.00	0.00							0.00	
Regional Accounting	0.00	0.00	0.00	0.00							0.00	
						(154,258.56)						
						(22,701.83)						

Recology Yuba-Sutter
Expense Statement Excluding
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2014	4th Qtr 2014	1st Qtr 2015	2nd Qtr 2015	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Washington Processing	Adjust Recology Butte/Colusa	Adjust Member Agency Specific Maint	Apr 2014 - Mar 2015 Actual
Regional Management											
General Admin Allocation	160,741.02	154,004.61	175,427.77	182,159.82							672,333.22
Miscellaneous	0.00	0.00	0.00	0.00							0.00
Misc Expense A/R Interface	213.41	392.54	(29.31)	271.81							(226,352.31)
Refunds	0.00	0.00	0.00	0.00							0.00
Bridge Toll	0.00	0.00	0.00	0.00							61.78
Propane Fuel	6,651.73	3,638.24	4,933.98	4,127.36							0.00
Transfer to CIP (Contra)	6,729.90	12,473.96	14,230.64	20,293.49							19,351.31
Environmental Remediation	27,500.00	(75,000.00)	0.00	47,000.00							53,727.99
Late fees /penalties	302.34	119.55	537.50	572.73							(500.00)
Earned Income Credit	0.00	0.00	0.00	0.00							1,532.12
Customer Training	5,722.47	6,053.08	3,652.99	(731.07)							0.00
Settlement Fees	0.00	0.00	0.00	0.00							14,697.47
Safety Meetings	0.00	0.00	0.00	0.00							0.00
Medical Expenses	1,724.70	3,189.80	2,608.25	1,481.75							0.00
Union Dues	0.00	0.00	0.00	0.00							9,004.50
Citations	25.00	9,000.00	0.00	0.00							0.00
Tax Penalties	0.00	0.00	0.00	0.00							9,025.00
Bank Service Charges	13,991.65	14,104.38	14,452.23	15,620.11							0.00
O/S Billing Service	29,970.79	34,514.18	33,076.43	35,030.30							58,168.37
Relocation	0.00	0.00	0.00	0.00							132,591.70
Returned Checks	295.87	(134.68)	(286.71)	673.68							0.00
Sales Commission	0.00	0.00	0.00	0.00							548.16
Community Outreach	0.00	0.00	0.00	0.00							0.00
Corporate Accounting	47,653.93	40,925.31	43,739.06	36,921.43							0.00
IT Fee	163,363.00	159,545.56	177,451.13	193,252.80							169,239.73
Environmental Compliance	12,743.99	9,944.80	10,932.51	13,992.88							693,612.49
Legislative Compliance	5,790.31	6,714.11	6,663.12	6,234.03							47,614.18
Human Resources	44,430.04	29,519.92	53,332.10	45,806.81							25,401.57
Corporate Management	41,108.72	40,052.87	36,341.69	39,077.00							173,088.87
All Other	2,060,170.93	1,813,326.98	1,784,959.04	2,229,421.29	0.00	(176,960.39)	(1,730,190.41)	(120,998.76)	(106,202.00)	0.00	156,580.28
Total Operating Expenses	7,264,587.36	6,739,789.39	6,830,873.69	7,638,972.77	(234,628.84)	(176,960.39)	(1,730,190.41)	(351,256.43)	(854,696.01)	(70,180.68)	25,056,260.45
											23.0%
											100.0%

Attachment 2

Recology Yuba-Sutter

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Refuse Rate Index Calculation

For Rate Year 2014 (October 1, 2015 to September 30, 2016)

	Index Percentage Change	Expense Weight	Weighted Percentage
Labor	3.35%	40.13%	1.34%
Fuel	-7.68%	5.99%	-0.46%
Vehicle and Equipment Replacement	1.33%	7.64%	0.10%
Vehicle and Equipment Maintenance	3.53%	5.31%	0.19%
Disposal	0.00%	17.97%	0.00%
All Other	1.18%	22.96%	0.27%
Total Weighted Percentage			<u>1.44%</u>
Rate factor to remove the increase in franchise fees from the base rate			98.94%
Rate increase factor		X	<u>101.44%</u>
Total adjustment factor for base rate			<u>100.36%</u>
Factor for Marysville Street Sweeping			<u>101.44%</u>
<u>Factor for Ponderosa Transfer Station</u>			
Factor to increase the franchise fee impact on Ponderosa Revenue			101.08%
Factor for RRI		X	<u>101.44%</u>
Factor for Ponderosa Transfer Station			<u>102.54%</u>

Attachment 3

Recology Yuba-Sutter

Refuse Rate Index Calculation

For Rate Year 2016 (October 1, 2015 to September 30, 2016)

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Labor Index

Series ID CIU2015000000510I (B,H) Employment Cost Index not seasonally adjusted, total compensation, private industry, union, service providing industries (Bureau of Labor Statistics)

Average 2014	2nd Qtr 2013	3rd Qtr 2013	4th Qtr 2013	1st Qtr 2014		
125.3250	124.9	125.2	125.2	126.0		
Average 2015	2nd Qtr 2014	3rd Qtr 2014	4th Qtr 2014	1st Qtr 2015		
129.5250	128.3	129.0	130.0	130.8		
Percentage change		3.35%	Weight	40.13%	Weighted percentage	1.34%

Fuel

Energy Information Administration (U.S. Department of Energy)
California #2 Diesel Fuel, Retail sales by all sellers. (DDR007)

Average 2014	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014
4.0938	4.134	4.040	4.023	4.068	4.138	4.209	4.134	4.048	4.073	4.082	4.084	4.092
Average 2015	Apr 2014	May 2014	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015
3.7796	4.089	4.119	4.101	4.110	4.085	4.054	3.938	3.813	3.542	3.212	3.110	3.182
Percentage change		-7.68%		Weight	5.99%		Weighted percentage		-0.46%			

Vehicle and Equipment Replacement

Series ID: wpu141301 Truck and Bus Bodies sold separately (Bureau of Labor Statistics)

Average 2014	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014
229.1083	229.2	228.5	228.5	228.5	229.1	229.0	229.0	229.0	229.0	229.3	229.6	230.6
Average 2015	Apr 2014	May 2014	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015
232.1500	230.8	231.4	231.4	231.8	231.8	231.8	232.7	232.7	232.7 P	232.9 P	232.9 P	232.9 P
Percentage change	1.33%		Weight		7.64%		Weighted percentage		0.10%			

Vehicle and Equipment Maintenance

Series ID: pcu333924333924 Parts & attachment of Industrial work trucks & tractors (Bureau of Labor Statistics)

Average 2014	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014
223.0167	221.8	221.8	222.0	221.6	221.8	221.8	222.4	222.4	222.8	225.4	226.2	226.2
Average 2015	Apr 2014	May 2014	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015
230.8833	227.1	229.6	230.2	230.2	230.1	230.2	230.2	230.2	230.2 P	231.0 P	237.0 P	234.6 P
Percentage change	3.53%		Weight		5.31%		Weighted percentage		0.19%			

Disposal

In 2015 rate applicaton
\$39.10 Disposal rate

April 2015
\$39.10 Disposal rate

Percentage change	0.00%	Weight	17.97%	Weighted percentage	0.00%
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All Other

Series ID: cuurx400sa0 Consumer Price Index, All Urban Consumers, All Items, West-Size Class B/C (U.S. Department of Labor, Bureau of Labor Statistics)

Average 2014	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014
142.0207	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.998	142.120	142.813
Average 2015	Apr 2014	May 2014	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015
143.6921	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	142.022	143.005	143.887
Percentage change	1.18%		Weight		22.96%		Weighted percentage		0.27%			

Total Weighted Percentage Increase	1.44%
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Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/15

Residential Rates

Program Areas **

Service Description	Rates Effective 10/1/2014							Rates Effective 10/1/2015						
	Base Rate	Franchise Fees	Franchise Including Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services		Base Rate	Franchise Fees	Franchise Including Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	
Standard 32 - Gallon Refuse Cart*	\$24.23	\$1.55	\$25.78	\$0.19	\$0.75	\$26.72		\$24.45	\$1.84	\$26.29	\$0.19	\$0.75	\$27.23	
Low-Income Senior Citizen 32-Gallon Refuse Cart*	\$18.18	\$1.16	\$19.34	\$0.14	\$0.75	\$20.23		\$18.35	\$1.38	\$19.73	\$0.14	\$0.75	\$20.82	
64 - Gallon Refuse Cart*	\$36.34	\$2.32	\$38.66	\$0.29	\$0.75	\$39.70		\$36.67	\$2.76	\$39.43	\$0.30	\$0.75	\$40.48	
96 - Gallon Refuse Cart*	\$48.44	\$3.10	\$51.54	\$0.38	\$0.75	\$52.67		\$48.89	\$3.68	\$52.57	\$0.39	\$0.75	\$53.71	
Extra 32 - Gallon Refuse Cart	\$12.11	\$0.77	\$12.88	\$0.10		\$12.98		\$12.22	\$0.92	\$13.14	\$0.10		\$13.24	
Extra 64 - Gallon Refuse Cart	\$24.23	\$1.55	\$25.78	\$0.19		\$25.97		\$24.45	\$1.84	\$26.29	\$0.19		\$26.48	
Extra 96 - Gallon Refuse Cart	\$36.34	\$2.32	\$38.66	\$0.29		\$38.95		\$36.67	\$2.76	\$39.43	\$0.30		\$39.73	
Extra Bag of Refuse (Per Pickup Rate)	\$4.03	\$0.25	\$4.28	\$0.03		\$4.31		\$4.07	\$0.31	\$4.38	\$0.03		\$4.41	

* Customers will be supplied 1 blue 64 - gallon cart for recycling and 1 green 96 - gallon cart for green yard waste.
The cost of these services is included in the price for refuse service.

** Program areas are within the mandatory collection area and include the communities of Linda, Olivehurst, and the Plumas Lake Specific Plan area. Areas outside Linda, Olivehurst, and the Plumas Lake Specific Plan area are in the non-program area.

*** Includes franchise fee impact on the Ponderosa Transfer Station fee.

Non-Program Areas **

Service Description	Rates Effective 10/1/2014							Rates Effective 10/1/2015						
	Base Rate	Franchise Fees	Franchise Including Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services		Base Rate	Franchise Fees	Franchise Including Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	
32 - Gallon Refuse Cart (Limited)	\$20.61	\$1.32	\$21.93	\$0.16	\$0.75	\$22.84		\$20.80	\$1.57	\$22.37	\$0.16	\$0.75	\$23.28	
Low-Income Senior Citizen 32 - Gallon Refuse Cart	\$15.47	\$0.95	\$16.42	\$0.12	\$0.75	\$17.29		\$15.61	\$1.17	\$16.78	\$0.12	\$0.75	\$17.65	
96 - Gallon Refuse Cart	\$27.22	\$1.74	\$28.96	\$0.22	\$0.75	\$29.93		\$27.47	\$2.07	\$29.54	\$0.23	\$0.75	\$30.52	
Low-Income Senior Citizen 96 - Gallon Refuse Cart	\$20.40	\$1.31	\$21.71	\$0.16	\$0.75	\$22.62		\$20.59	\$1.55	\$22.14	\$0.16	\$0.75	\$23.05	
Additional 96 - Gallon Refuse Cart	\$12.37	\$0.79	\$13.16	\$0.10		\$13.26		\$12.48	\$0.94	\$13.42	\$0.10		\$13.52	

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/15

Commercial Container Rates

Service Description	Rates Effective 10/1/2014						Rates Effective 10/1/2015					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
1 Yard												
1 Time per Week	\$105.29	\$6.72	\$112.01	\$0.84	\$3.15	\$116.00	\$106.26	\$8.00	\$114.26	\$0.86	\$3.15	\$118.27
2 Times per Week	\$177.95	\$11.36	\$189.31	\$1.41	\$5.40	\$196.12	\$179.59	\$13.52	\$193.11	\$1.45	\$5.40	\$199.96
3 Times per Week	\$262.51	\$16.76	\$279.27	\$2.09	\$7.95	\$289.31	\$264.93	\$19.94	\$284.87	\$2.14	\$7.95	\$294.96
4 Times per Week	\$323.29	\$20.64	\$343.93	\$2.57	\$9.75	\$356.25	\$326.26	\$24.56	\$350.82	\$2.64	\$9.75	\$363.21
5 Times per Week	\$400.38	\$25.56	\$425.94	\$3.18	\$12.15	\$441.27	\$404.06	\$30.41	\$434.47	\$3.26	\$12.15	\$449.88
6 Times per Week	\$513.06	\$32.75	\$545.81	\$4.08	\$15.60	\$565.49	\$517.78	\$38.97	\$556.75	\$4.18	\$15.60	\$576.53
1.5 Yard												
1 Time per Week	\$140.88	\$8.99	\$149.87	\$1.12	\$4.35	\$155.34	\$142.18	\$10.70	\$152.88	\$1.15	\$4.35	\$158.38
2 Times per Week	\$243.24	\$15.53	\$258.77	\$1.93	\$7.35	\$268.05	\$245.48	\$18.48	\$263.96	\$1.98	\$7.35	\$273.29
3 Times per Week	\$333.72	\$21.30	\$355.02	\$2.65	\$10.20	\$367.87	\$336.79	\$25.35	\$362.14	\$2.72	\$10.20	\$375.06
4 Times per Week	\$432.90	\$27.63	\$460.53	\$3.44	\$13.20	\$477.17	\$436.88	\$32.88	\$469.76	\$3.53	\$13.20	\$486.49
5 Times per Week	\$532.34	\$33.98	\$566.32	\$4.23	\$16.20	\$586.75	\$537.24	\$40.44	\$577.68	\$4.34	\$16.20	\$598.22
6 Times per Week	\$683.66	\$43.64	\$727.30	\$5.43	\$20.70	\$753.43	\$689.95	\$51.93	\$741.88	\$5.57	\$20.70	\$768.15
2 Yard												
1 Time per Week	\$169.14	\$10.80	\$179.94	\$1.34	\$5.10	\$186.38	\$170.70	\$12.85	\$183.55	\$1.37	\$5.10	\$190.02
2 Times per Week	\$269.79	\$17.22	\$287.01	\$2.14	\$8.25	\$297.40	\$272.27	\$20.49	\$292.76	\$2.19	\$8.25	\$303.20
3 Times per Week	\$370.70	\$23.66	\$394.36	\$2.95	\$11.25	\$408.56	\$374.11	\$28.16	\$402.27	\$3.02	\$11.25	\$416.54
4 Times per Week	\$474.51	\$30.29	\$504.80	\$3.77	\$14.40	\$522.97	\$478.88	\$36.04	\$514.92	\$3.87	\$14.40	\$533.19
5 Times per Week	\$579.80	\$37.01	\$616.81	\$4.61	\$17.55	\$638.97	\$585.13	\$44.04	\$629.17	\$4.73	\$17.55	\$651.45
6 Times per Week	\$737.04	\$47.05	\$784.09	\$5.86	\$22.35	\$812.30	\$743.82	\$55.99	\$799.81	\$6.01	\$22.35	\$828.17
3 Yard												
1 Time per Week	\$204.72	\$13.07	\$217.79	\$1.63	\$6.15	\$225.57	\$206.60	\$15.55	\$222.15	\$1.67	\$6.15	\$229.97
2 Times per Week	\$339.70	\$21.68	\$361.38	\$2.70	\$10.35	\$374.43	\$342.83	\$25.80	\$368.63	\$2.77	\$10.35	\$381.75
3 Times per Week	\$495.28	\$31.61	\$526.89	\$3.93	\$15.00	\$543.82	\$499.84	\$37.62	\$537.46	\$4.03	\$15.00	\$556.49
4 Times per Week	\$613.92	\$39.19	\$653.11	\$4.88	\$18.60	\$676.59	\$619.57	\$46.63	\$666.20	\$5.00	\$18.60	\$689.80
5 Times per Week	\$753.35	\$48.09	\$801.44	\$5.99	\$22.80	\$830.23	\$760.28	\$57.23	\$817.51	\$6.14	\$22.80	\$846.45
6 Times per Week	\$963.86	\$61.52	\$1,025.38	\$7.66	\$29.25	\$1,062.29	\$972.73	\$73.22	\$1,045.95	\$7.85	\$29.25	\$1,083.05
4 Yard												
1 Time per Week	\$246.13	\$15.71	\$261.84	\$1.96	\$7.50	\$271.30	\$248.39	\$18.70	\$267.09	\$2.01	\$7.50	\$276.60
2 Times per Week	\$413.67	\$26.40	\$440.07	\$3.29	\$12.60	\$455.96	\$417.48	\$31.42	\$448.90	\$3.37	\$12.60	\$464.87
3 Times per Week	\$584.25	\$37.29	\$621.54	\$4.64	\$17.70	\$643.88	\$589.63	\$44.38	\$634.01	\$4.76	\$17.70	\$656.47
4 Times per Week	\$756.22	\$48.27	\$804.49	\$6.01	\$22.95	\$833.45	\$763.18	\$57.44	\$820.62	\$6.16	\$22.95	\$849.73
5 Times per Week	\$931.31	\$59.45	\$990.76	\$7.40	\$28.20	\$1,026.36	\$939.88	\$70.74	\$1,010.62	\$7.59	\$28.20	\$1,046.41
6 Times per Week	\$1,198.20	\$76.48	\$1,274.68	\$9.52	\$36.30	\$1,320.50	\$1,209.22	\$91.02	\$1,300.24	\$9.76	\$36.30	\$1,346.30

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/15

Commercial Container Rates

Service Description	Rates Effective 10/1/2014						Rates Effective 10/1/2015					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
5 Yard												
1 Time per Week	\$254.95	\$16.27	\$271.22	\$2.03	\$7.80	\$281.05	\$257.30	\$19.37	\$276.67	\$2.08	\$7.80	\$286.55
2 Times per Week	\$452.19	\$28.86	\$481.05	\$3.59	\$13.80	\$494.44	\$456.35	\$34.35	\$490.70	\$3.68	\$13.80	\$508.18
3 Times per Week	\$652.48	\$41.65	\$694.13	\$5.18	\$19.80	\$719.11	\$658.48	\$49.56	\$708.04	\$5.31	\$19.80	\$733.15
4 Times per Week	\$857.18	\$54.71	\$911.89	\$6.81	\$25.95	\$944.65	\$865.07	\$65.11	\$930.18	\$6.98	\$25.95	\$963.11
5 Times per Week	\$1,060.35	\$67.68	\$1,128.03	\$8.42	\$32.25	\$1,168.70	\$1,070.11	\$80.55	\$1,150.66	\$8.63	\$32.25	\$1,191.54
6 Times per Week	\$1,373.10	\$87.64	\$1,460.74	\$10.91	\$41.70	\$1,513.35	\$1,385.73	\$104.30	\$1,490.03	\$11.19	\$41.70	\$1,542.92
6 Yard												
1 Time per Week	\$262.51	\$16.76	\$279.27	\$2.09	\$7.95	\$289.31	\$264.93	\$19.94	\$284.87	\$2.14	\$7.95	\$294.96
2 Times per Week	\$489.36	\$31.24	\$520.60	\$3.89	\$14.85	\$539.34	\$493.86	\$37.17	\$531.03	\$3.99	\$14.85	\$549.87
3 Times per Week	\$720.61	\$46.00	\$766.61	\$5.73	\$21.90	\$794.24	\$727.24	\$54.74	\$781.98	\$5.88	\$21.90	\$809.76
4 Times per Week	\$955.03	\$60.96	\$1,015.99	\$7.59	\$28.95	\$1,052.53	\$963.82	\$72.55	\$1,036.37	\$7.78	\$28.95	\$1,073.10
5 Times per Week	\$1,192.30	\$76.10	\$1,268.40	\$9.47	\$36.15	\$1,314.02	\$1,203.27	\$90.57	\$1,293.84	\$9.71	\$36.15	\$1,339.70
6 Times per Week	\$1,545.08	\$98.62	\$1,643.70	\$12.28	\$46.95	\$1,702.93	\$1,559.29	\$117.37	\$1,676.66	\$12.59	\$46.95	\$1,736.20
7 Yard												
1 Time per Week	\$293.68	\$18.75	\$312.43	\$2.33	\$8.85	\$323.61	\$296.38	\$22.31	\$318.69	\$2.39	\$8.85	\$329.93
2 Times per Week	\$545.68	\$34.83	\$580.51	\$4.34	\$16.50	\$601.35	\$550.70	\$41.45	\$592.15	\$4.45	\$16.50	\$613.10
3 Times per Week	\$800.75	\$51.11	\$851.86	\$6.36	\$24.30	\$882.52	\$808.12	\$60.83	\$868.95	\$6.52	\$24.30	\$899.77
4 Times per Week	\$1,060.35	\$67.68	\$1,128.03	\$8.42	\$32.25	\$1,168.70	\$1,070.11	\$80.55	\$1,150.66	\$8.63	\$32.25	\$1,191.54
5 Times per Week	\$1,319.73	\$84.24	\$1,403.97	\$10.48	\$40.05	\$1,454.50	\$1,331.87	\$100.25	\$1,432.12	\$10.75	\$40.05	\$1,482.92
6 Times per Week	\$1,714.22	\$109.42	\$1,823.64	\$13.62	\$52.05	\$1,889.31	\$1,729.99	\$130.21	\$1,860.20	\$13.97	\$52.05	\$1,926.22
8 Yard												
1 Time per Week	\$335.07	\$21.39	\$356.46	\$2.66	\$10.20	\$369.32	\$338.15	\$25.45	\$363.60	\$2.73	\$10.20	\$376.53
2 Times per Week	\$599.10	\$38.24	\$637.34	\$4.76	\$18.15	\$660.25	\$604.61	\$45.51	\$650.12	\$4.88	\$18.15	\$673.15
3 Times per Week	\$892.58	\$56.97	\$949.55	\$7.09	\$27.15	\$983.79	\$900.79	\$67.80	\$968.59	\$7.27	\$27.15	\$1,003.01
4 Times per Week	\$1,186.26	\$75.72	\$1,261.98	\$9.42	\$36.00	\$1,307.40	\$1,197.17	\$90.11	\$1,287.28	\$9.66	\$36.00	\$1,332.94
5 Times per Week	\$1,472.52	\$93.99	\$1,566.51	\$11.70	\$44.70	\$1,622.91	\$1,486.07	\$111.85	\$1,597.92	\$12.00	\$44.70	\$1,654.62
6 Times per Week	\$1,807.64	\$115.38	\$1,923.02	\$14.36	\$54.90	\$1,992.28	\$1,824.27	\$137.31	\$1,961.58	\$14.72	\$54.90	\$2,031.20

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/15

Commercial Container Rates

Service Description	Rates Effective 10/1/2014						Rates Effective 10/1/2015					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
1 Yard Bin - Extra Service Only	\$28.61	\$1.83	\$30.44	\$0.23		\$30.67	\$28.87	\$2.17	\$31.04	\$0.24		\$31.28
1.5 Yard Bin - Extra Service Only	\$31.72	\$2.02	\$33.74	\$0.25		\$33.99	\$32.01	\$2.41	\$34.42	\$0.26		\$34.68
2 Yard Bin - Extra Service Only	\$38.16	\$2.44	\$40.60	\$0.30		\$40.90	\$38.51	\$2.90	\$41.41	\$0.31		\$41.72
3 Yard Bin - Extra Service Only	\$44.48	\$2.84	\$47.32	\$0.35		\$47.67	\$44.89	\$3.38	\$48.27	\$0.36		\$48.63
4 Yard Bin - Extra Service Only	\$50.79	\$3.24	\$54.03	\$0.40		\$54.43	\$51.26	\$3.86	\$55.12	\$0.41		\$55.53
5 Yard Bin - Extra Service Only	\$54.00	\$3.45	\$57.45	\$0.43		\$57.88	\$54.50	\$4.10	\$58.60	\$0.44		\$59.04
6 Yard Bin - Extra Service Only	\$57.24	\$3.65	\$60.89	\$0.45		\$61.34	\$57.77	\$4.35	\$62.12	\$0.46		\$62.58
7 Yard Bin - Extra Service Only	\$63.56	\$4.06	\$67.62	\$0.50		\$68.12	\$64.14	\$4.83	\$68.97	\$0.51		\$69.48
8 Yard Bin - Extra Service Only	\$69.86	\$4.46	\$74.32	\$0.56		\$74.88	\$70.50	\$5.31	\$75.81	\$0.57		\$76.38
Temporary 7 Yard Bin (available to residences)	\$137.24	\$8.76	\$146.00	\$1.09	\$3.00	\$150.09	\$138.50	\$10.42	\$148.92	\$1.12	\$3.00	\$153.04

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/15

Front Load Compactor Rates

Service Description	Rates Effective 10/1/2014					Rates Effective 10/1/2015				
	Base Rate *	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge **	Total Rate for Services	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge **	Total Rate for Services
1.3 Yd Compactor										
1 time per week	\$223.49	\$14.27	\$237.76	\$1.78	\$4.35	\$243.89	\$225.55	\$16.98	\$242.53	\$248.71
2 times per week	\$446.99	\$28.53	\$475.52	\$3.55	\$7.35	\$486.42	\$451.10	\$33.95	\$485.05	\$496.04
3 times per week	\$670.47	\$42.80	\$713.27	\$5.33	\$10.20	\$728.80	\$676.64	\$50.93	\$727.57	\$743.24
4 times per week	\$893.96	\$57.06	\$951.02	\$7.10	\$13.20	\$971.32	\$902.18	\$67.91	\$970.09	\$990.57
5 times per week	\$1,117.44	\$71.33	\$1,188.77	\$8.88	\$16.20	\$1,213.85	\$1,127.72	\$84.88	\$1,212.60	\$1,237.91
6 times per week	\$1,340.95	\$85.59	\$1,426.54	\$10.65	\$20.70	\$1,457.89	\$1,353.29	\$101.86	\$1,455.15	\$1,486.77
2 Yd Compactor										
1 time per week	\$343.84	\$21.95	\$365.79	\$2.73	\$5.10	\$373.62	\$347.00	\$26.12	\$373.12	\$381.02
2 times per week	\$687.64	\$43.89	\$731.53	\$5.46	\$8.25	\$745.24	\$693.97	\$52.23	\$746.20	\$760.05
3 times per week	\$1,031.49	\$65.84	\$1,097.33	\$8.19	\$11.25	\$1,116.77	\$1,040.98	\$78.35	\$1,119.33	\$1,138.98
4 times per week	\$1,375.32	\$87.79	\$1,463.11	\$10.93	\$14.40	\$1,488.44	\$1,387.97	\$104.47	\$1,492.44	\$1,518.05
5 times per week	\$1,719.13	\$109.73	\$1,828.86	\$13.66	\$17.55	\$1,860.07	\$1,734.95	\$130.59	\$1,865.54	\$1,897.10
6 times per week	\$2,062.95	\$131.68	\$2,194.63	\$16.39	\$22.35	\$2,233.37	\$2,081.93	\$156.70	\$2,238.63	\$2,277.79
3 Yd Compactor										
1 time per week	\$515.75	\$32.92	\$548.67	\$4.10	\$6.15	\$558.92	\$520.49	\$39.18	\$559.67	\$570.02
2 times per week	\$1,031.50	\$65.84	\$1,097.34	\$8.19	\$10.35	\$1,115.88	\$1,040.99	\$78.35	\$1,119.34	\$1,138.09
3 times per week	\$1,547.24	\$98.76	\$1,646.00	\$12.29	\$15.00	\$1,673.29	\$1,561.47	\$117.53	\$1,679.00	\$1,706.60
4 times per week	\$2,062.96	\$131.68	\$2,194.64	\$16.39	\$18.60	\$2,229.63	\$2,081.94	\$156.71	\$2,238.65	\$2,274.06
5 times per week	\$2,578.72	\$164.60	\$2,743.32	\$20.49	\$22.80	\$2,786.61	\$2,602.44	\$195.88	\$2,798.32	\$2,842.13
6 times per week	\$3,094.46	\$197.52	\$3,291.98	\$24.58	\$29.25	\$3,345.81	\$3,122.93	\$235.06	\$3,357.99	\$3,412.44
4 Yd Compactor										
1 time per week	\$687.65	\$43.89	\$731.54	\$5.46	\$7.50	\$744.50	\$693.98	\$52.24	\$746.22	\$759.32
2 times per week	\$1,375.33	\$87.79	\$1,463.12	\$10.93	\$12.60	\$1,486.65	\$1,387.98	\$104.47	\$1,492.45	\$1,516.26
3 times per week	\$2,062.96	\$131.68	\$2,194.64	\$16.39	\$17.70	\$2,228.73	\$2,081.94	\$156.71	\$2,238.65	\$2,273.16
4 times per week	\$2,750.62	\$175.57	\$2,926.19	\$21.85	\$22.95	\$2,970.99	\$2,775.93	\$208.94	\$2,984.87	\$3,030.22
5 times per week	\$3,438.28	\$219.46	\$3,657.74	\$27.32	\$28.20	\$3,713.26	\$3,469.91	\$261.18	\$3,731.09	\$3,787.30
6 times per week	\$4,125.95	\$263.36	\$4,389.31	\$32.78	\$36.30	\$4,458.39	\$4,163.91	\$313.41	\$4,477.32	\$4,547.23
5 Yd Compactor										
1 time per week	\$859.56	\$54.87	\$914.43	\$6.83	\$7.80	\$929.06	\$867.47	\$65.29	\$932.76	\$947.56
2 times per week	\$1,719.15	\$109.73	\$1,828.88	\$13.66	\$13.80	\$1,856.34	\$1,734.97	\$130.59	\$1,865.56	\$1,893.37
3 times per week	\$2,578.72	\$164.60	\$2,743.32	\$20.49	\$19.80	\$2,783.61	\$2,602.44	\$195.88	\$2,798.32	\$2,839.13
4 times per week	\$3,438.28	\$219.46	\$3,657.74	\$27.32	\$25.95	\$3,711.01	\$3,469.91	\$261.18	\$3,731.09	\$3,785.05
5 times per week	\$4,297.87	\$274.33	\$4,572.20	\$34.15	\$32.25	\$4,638.60	\$4,337.41	\$326.47	\$4,663.88	\$4,731.15
6 times per week	\$5,157.43	\$329.20	\$5,486.63	\$40.97	\$41.70	\$5,569.30	\$5,204.88	\$391.77	\$5,596.65	\$5,680.36
6 Yd Compactor										
1 time per week	\$1,031.50	\$65.84	\$1,097.34	\$8.19	\$7.95	\$1,113.48	\$1,040.99	\$78.35	\$1,119.34	\$1,135.69
2 times per week	\$2,062.96	\$131.68	\$2,194.64	\$16.39	\$14.85	\$2,225.88	\$2,081.94	\$156.71	\$2,238.65	\$2,270.31
3 times per week	\$3,094.46	\$197.52	\$3,291.98	\$24.58	\$21.90	\$3,338.46	\$3,122.93	\$235.06	\$3,357.99	\$3,405.09
4 times per week	\$4,125.95	\$263.36	\$4,389.31	\$32.78	\$28.95	\$4,451.04	\$4,163.91	\$313.41	\$4,477.32	\$4,539.88
5 times per week	\$5,157.43	\$329.20	\$5,486.63	\$40.97	\$36.15	\$5,563.75	\$5,204.88	\$391.77	\$5,596.65	\$5,674.81
6 times per week	\$6,188.91	\$395.04	\$6,583.95	\$49.17	\$46.95	\$6,680.07	\$6,245.85	\$470.12	\$6,715.97	\$6,813.34

* Base Rate is based on 4,333 pick-ups per month at \$40.04/cu.yd. or \$173.50 per month times the compactor size and frequency of pick-ups per week.

** Household Hazardous Waste / RWMA Surcharge Rates are based on rates for the same size of commercial containers and service frequency. Rates for the 1.3 Yard Compactor are based on the rates for the 1.5 Yard Commercial Container.

*** Includes franchise fee impact on the Ponderosa Transfer Station fee.

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/15

Commercial Can and Cart Rates

Service Description	Rates Effective 10/1/2014						Rates Effective 10/1/2015					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMA Surcharge	Household Hazardous Waste / RWMA Surcharge	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMA Surcharge	Household Hazardous Waste / RWMA Surcharge
Commercial Can	\$23.69	\$1.51	\$25.20	\$0.19	\$0.75	\$0.75	\$23.91	\$1.80	\$25.71	\$0.19	\$0.75	\$0.75
Additional Commercial Can	\$21.93	\$1.40	\$23.33	\$0.17	\$0.75	\$0.75	\$22.13	\$1.67	\$23.80	\$0.17	\$0.75	\$0.75
Commercial Cart	\$47.52	\$3.03	\$50.55	\$0.38	\$1.50	\$1.50	\$47.96	\$3.61	\$51.57	\$0.39	\$1.50	\$1.50
Additional Commercial Cart	\$47.52	\$3.03	\$50.55	\$0.38	\$1.50	\$1.50	\$47.96	\$3.61	\$51.57	\$0.39	\$1.50	\$1.50

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/15

Debris Box Rates

Service Description	Rates Effective 10/1/2014						Rates Effective 10/1/2015					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMA Surcharge	Total Rate for Services
09Yd Dirt/Concrete Debris	\$388.86	\$24.82	\$413.68	\$3.09	7.50	\$424.27	\$392.44	\$29.54	\$421.98	\$3.17	7.50	\$432.65
15 Yd Debris Box	\$313.21	\$19.99	\$333.20	\$2.49	6.30	\$341.99	\$316.09	\$23.79	\$339.88	\$2.55	6.30	\$348.73
20 Yd Debris Box	\$361.38	\$23.06	\$384.44	\$2.87	7.50	\$394.81	\$364.70	\$27.45	\$392.15	\$2.94	7.50	\$402.59
25 Yd Debris Box	\$388.94	\$24.83	\$413.77	\$3.09	8.10	\$424.96	\$392.52	\$29.54	\$422.06	\$3.17	8.10	\$433.33
30 Yd Debris Box	\$426.86	\$27.25	\$454.11	\$3.39	9.00	\$466.50	\$430.79	\$32.43	\$463.22	\$3.48	9.00	\$475.70
40 Yd Debris Box	\$502.56	\$32.08	\$534.64	\$3.99	10.80	\$549.43	\$507.18	\$38.17	\$545.35	\$4.09	10.80	\$560.24
Compactor Rate Per Cubic Yard	\$44.01	\$2.81	\$46.82	\$0.35	\$0.90	\$48.07	\$44.41	\$3.34	\$47.75	\$0.36	\$0.90	\$49.01
Wood Debris Box	\$170.37	\$10.87	\$181.24	\$1.35		\$182.59	\$171.94	\$12.94	\$184.88	\$1.38		\$186.26
15 Yard Tires	\$574.34	\$36.66	\$611.00	\$4.56	\$10.20	\$625.76	\$579.62	\$43.63	\$623.25	\$4.68	\$10.20	\$638.13
20 Yard Tires	\$727.53	\$46.44	\$773.97	\$5.78	\$12.90	\$792.65	\$734.22	\$55.26	\$789.48	\$5.93	\$12.90	\$808.31
25 Yard Tires	\$870.47	\$55.56	\$926.03	\$6.92	\$15.45	\$948.40	\$878.48	\$66.12	\$944.60	\$7.10	\$15.45	\$967.15
30 Yard Tires	\$1,013.48	\$64.69	\$1,078.17	\$8.05	\$18.00	\$1,104.22	\$1,022.80	\$76.98	\$1,099.78	\$8.25	\$18.00	\$1,126.03
40 Yard Tires	\$1,215.20	\$77.57	\$1,292.77	\$9.65	\$21.45	\$1,323.87	\$1,226.38	\$92.31	\$1,318.69	\$9.90	\$21.45	\$1,350.04
Trip Charge / Same Day Service	\$71.12	\$4.54	\$75.66			\$75.66	\$71.77	\$5.40	\$77.17			\$77.17
Demurrage Charge	\$17.51	\$1.12	\$18.63			\$18.63	\$17.67	\$1.33	\$19.00			\$19.00

* Includes franchise fee impact on the Ponderosa Transfer Station fee.



SUTTER-YUBA MENTAL HEALTH SERVICES

1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520




Tony Hobson, Ph.D.
Assistant Director of Human Services
Director of Mental Health/Alcohol & Drug Program Administrator

Administration Services
(530) 822-7200
FAX (530) 822-7627

Date: August 10, 2015

To: Sutter County Board of Supervisors
Yuba County Board of Supervisors

From: Tony Hobson, Ph.D. 
Assistant Director of Human Services
Director of Mental Health

RECEIVED
JP AUG 11 2015
Clerk/Board of Supervisors

Subject: Behavioral Health Advisory Board's Annual Year-End Report for FY 2014-15

Enclosed is the Behavioral Health Advisory Board's Annual Year-End Report developed for Sutter-Yuba Mental Health Services for FY 2014-1.

As the Mental Health Director, I agree with the comments offered by the Behavioral Health Advisory Board and I wish to thank all the members of this Board for their dedicated work throughout the year. It has been a pleasure to work with them.

TH/sh

Attachment

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Substance Abuse Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209

Children's System of Care: 822-7478
Youth Services: 822-7513

***SUTTER-YUBA
BEHAVIORAL HEALTH ADVISORY BOARD
1965 Live Oak Blvd.
Yuba City, CA 95991
(530) 822-7200***

DATE: June 4, 2015

TO: Sutter County Board of Supervisors
Yuba County Board of Supervisors

FROM: Karen James, Board Member
Tamaira Ramsey, Board Member

SUBJECT: Annual Report for Fiscal Year 2014-15

This memorandum is the Behavioral Health Advisory Board's Annual Year-End report to your Boards. This report is based on program presentations offered during the year as well as on-site visits with Program Managers and other areas of interest.

Behavioral Health Advisory Board – (BHAB)

The Mental Health Advisory Board and the Substance Abuse Advisory Board merged in July 2014 in order to more effectively review and evaluate the community's mental health and substance use disorder needs, services, facilities and special problems. As reported by Sutter-Yuba Mental Health Services Director Tony Hobson, this transition is consistent with the "integrated care" approach being implemented by the state system to treat the "whole" person rather than treating individual symptoms. This new board is now known as the Behavioral Health Advisory Board (BHAB).

The BHAB is an interactive group of members comprised of consumers, family members and individuals from our bi-county community who are interested in promoting effective Behavioral Health programs and services. Currently, the BHAB meets on the first (1st) Thursday of each month (except August and December).

Appointed members of the BHAB currently include: Yuba County Supervisor Andy Vasquez, Sutter County Supervisor Barbara LeVake, Claudia Hollis, Karen James, Tamaira Ramsey, Michael Valdez, George W. Robinson, Andrea Armstrong, Joginder S. Pardesi, Hannah M. Hogan, and Margery Hubbard.

Current officers are:

- Vice Chair: George Robinson who currently is serving as Chair
- Secretary: Andrea Armstrong

Due to personal reasons the Chair who was appointed in June 2014, resigned his position in April 2015 which creates an At-Large Vacancy representing Yuba County. The BHAB is scheduled to elect and appoint new officers for 2015-16 later this month.

Administration

The main challenges facing Sutter-Yuba Mental Health Services (SYMHS) over the past year included: personnel turnover including some upper management positions, recruitment efforts to fill vacant psychiatrist positions and restructuring of services in order to transition from a medical model to more of a wellness and recovery model. Dr. Hardeep Singh has been promoted to the position of Medical Director for SYMHS replacing the former Chief Psychiatrist position held by Dr. Ronald Hayman. Also, due to the resignation of Linda Loos, SYMHS has recently appointed Mark Schlutsmeier as the Adult Outpatient Manager. SYMHS will allocate a total of seven (7) full time psychiatrists and recruit for additional therapists in preparation for implementing a more effective rehabilitative treatment model. SYMHS will also seek approval in its annual Budget to add a MHSA Coordinator position to assist with outcome measurements, program evaluation, and overseeing the entire MHSA program.

Mental Health Services Act (MHSA)

The Mental Health Services Act (MHSA), also known as Proposition 63, was passed by California voters in 2004. The intent of the MHSA is to transform existing mental health systems. There are five Components of the Plan: Community Services & Supports (CSS); Prevention and Early Intervention (PEI), Workforce Education and Training (WET), Capital Facilities and Technical Needs (CFTN), and Innovation (INN). Funds received from the MHSA fluctuate, but are approximately \$7,000,000 per year.

- MHSA – CSS and PEI Components:

CSS programs provide direct services to clients. These programs include Wellness and Recovery; Adult Urgent Services; Youth, Transition Age Youth, Adult, and Older Adult Full Service Partnerships; Ethnic Outreach; Children's System of Care; etc.

SYMHS is about 22% below the state average in providing services to the Latino community. Community feedback suggests that the environment at SYMHS is not culturally or linguistically supportive. In an effort to address this need, Dr. Hobson met with the Cultural Competence Committee, the Ethnic Outreach Group and SYMHS consumers to discuss strategies. As a result of these meetings, SYMHS began exploring the option of opening a Latino Empowerment Center using a building that SYMHS already pays rent on near the Richland housing area.

PEI programs provide services to help prevent mental illness including expanded mentoring programs, providing Strengthening Families programs, and providing recreational opportunities for children and youth who are in stressed families, are at risk of school failure, and are at risk of or are experiencing juvenile justice involvement as well as to underserved cultural populations.

- Workforce Education and Training Component:

WET Plan components include: Workforce Development and Evidence-Based Practices Trainings; Cultural Competence Trainings; an Intern Supervision Program; a Youth Workforce and Career Plan Program; an Adult Education/Employment Support Plan; and a Tuition Reimbursement Program.

- MHSA Capital Facilities and Technology Needs (CFTN) Component:

Three major efforts for the CFTN improvement plan have been identified. The first is a facilities renovation to support the currently existing CSS-supported Wellness and Recovery Center (WeRC). This project will provide much needed space for the W&R clientele along with computers to assist them with learning computer skills and accessing their electronic health records on-line. This project has been put on hold while funding and budget issues are worked out. The second effort is to institute an Electronic Health Record (EHR) and associated support structures to meet state and federal mandates to provide Health Information Exchange (HIE). SYMHS has purchased and is implementing an EHR. The majority of staff has worked with the EHR system since April 2012. Additional EHR functionality is being brought on-line and training is continuous. The third project will include renovations for the SYMHS Psychiatric Emergency Services facility. The new design will allow for four (4) waiting areas, all incorporated into the existing facility.

- MHSA Innovation (INN) Component:

SYMHS received approval for three Innovation Plans. The first project is to try to improve mental health outcomes via interagency collaboration and service delivery learning for supervised offenders who are at-risk of or have serious mental illness. Sutter County will conduct this project before inmates are released from jail and Yuba County will conduct their study using a post release program. Therapists have been hired for both programs. The second project is a culturally competent collaboration to address serious mental illness in the Traditional Hmong population. This project is in the implementation stage. SYMHS will work with Traditional Healers to develop a program that utilizes both methods to treat Hmong clientele. The third is continued mental health and wellness support for the new Post-TAY clients who are in recovery from a serious mental illness. Transitional Age Youth (TAY) clientele are youth between the ages of 16 and 25 who receive multiple services that end when the client "ages-out" of the TAY program. With the innovation project, services will be "tapered" down to allow the client to begin working on their issues with the lower level of support provided through Adult Outpatient programs. All innovation studies will run for approximately three (3) years at which time data will be analyzed to determine which methods are most effective and SYMHS will need to determine whether to budget these programs for on-going services.

Substance Use Disorder Services (SUDS) Program

SYMHS has not been a Drug Medi-Cal (DMC) provider for some time due to the low reimbursement rates and diminished scope of services. DMC services have been available in the bi-county area from three DMC providers in the local community that are contracted directly with the Department of Health Care Services (DHCS). Due to restructuring of the program, SYMHS is in the process of re-applying to become a Drug Medi-Cal provider.

The SUDS Program Manager, Kelly Scott reported that numerous personnel changes have occurred over the past year within the Substance Use Disorder Services programs. Tammy Quinn was promoted to Program Coordinator for First Steps; Susie Armstrong transferred from Sutter County Drug Court to First Steps; Lori Stone transferred from Choices to Sutter County Drug Court and Karen Handy transferred to CalWORKs. David Scott, Prevention Services Coordinator for the Options for Change program retired in December 2014 and Judith Guthrie was promoted in March 2015 to replace him.

Prevention and Early Intervention activities included participation in a statewide webinar in conjunction with the Sutter County Health Department; organizing the annual Run Drugs Out of Town event to promote SUD prevention; and working with the Substance Abuse Steering Coalition to decrease underage drinking, including assisting the City of Yuba City in the development of a Social Host Ordinance.

Budget

The operating budget for the current fiscal year is \$36.0 million dollars. Expenditures for the current fiscal year are below projections. In the fiscal year of 2007 SYMHS borrowed cash from the MHSA and Core Mental Health Funds. The outstanding balance for that transaction is \$2.15 million dollars.

Counties, in conjunction with the County Behavioral Health Directors Association, are working with the State and the Federal Governments to develop a new methodology for the Medi-Cal claiming process. The full impact of the Affordable Care Act and the associated Medi-Cal expansion on SYMHS is not yet known and is being closely monitored.

KJ/TR/sh

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**PUBLIC NOTICE****August 14, 2015****RECEIVED****AUG 17 2015**

Clerk/Board of Supervisors

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the California Department of Fish and Wildlife has initiated a status review of the flat-tailed horned lizard (*Phrynosoma mcallii*) pursuant to Fish and Game Code section 2074.6, and is providing this notice pursuant to Fish and Game Code section 2074.4 to solicit data and comments on the petitioned action from interested and affected parties.

The Department has initiated status review following related action by the Fish and Game Commission. Having provided notice, the flat-tailed horned lizard is now a candidate species under the California Endangered Species Act (Cal. Reg. Notice Reg. 2013, No. 52-Z, pp. 2085-2092; see also Fish & G. Code, §§ 2074.2, 2085).

The Department has 12 months to review the petition, evaluate the available information, and report back to the Commission whether or not the petitioned action is warranted (Fish & G. Code, § 2074.6). The Department's recommendation must be based on the best scientific information available to the Department.

Therefore, **NOTICE IS FURTHER GIVEN** that anyone with data or comments on the species' ecology, genetics, life history, distribution, abundance, habitat, the degree and immediacy of threats to reproduction or survival, adequacy of existing management, and recommendations for management of the species, is hereby requested to provide such data or comments to:

California Department of Fish and Wildlife
Nongame Wildlife Program
Attn: Laura Patterson
1812 9th Street
Sacramento, California 95811

Please submit two hard copies if submitting by surface mail.
Comments may also be sent via email to: wildlifemgt@wildlife.ca.gov. If submitting by email, please include "flat-tailed horned lizard" in the subject heading.

Responses and information received by **September 14, 2015** will be evaluated for possible incorporation in the Department's final report to the Fish and Game Commission. The Department's written report will indicate, based on the best scientific information available, whether the Department concludes that the petitioned action is warranted or not warranted. Receipt of the report will be placed on the agenda for the next available meeting of the Commission after delivery. The report will be made available to the public at that time. Following receipt of the Department's report, the Commission will allow a 30-day public comment period prior to taking any action on the Department's recommendation.

If you have any questions, please contact Laura Patterson at 916-341-6981 or the Department via email at wildlifemgt@wildlife.ca.gov or at the address above.

As a candidate species, the flat-tailed horned lizard receives the same legal protection afforded to an endangered or threatened species (Fish & G. Code, § 2085). Research on flat-tailed horned lizard requires appropriate permits issued pursuant to Fish and Game Code Section 2081(a). Interested researchers should contact Laura Patterson at Laura.Patterson@wildlife.ca.gov for more information. Detection information on flat-tailed horned lizard should be sent to the California Natural Diversity Data Base <http://www.dfg.ca.gov/biogeodata/cnddb/>.



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Division of Ecosystem Conservation
1416 Ninth Street, 12th Floor
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor

CHARLTON

(391-0815) Two n... - 2 of 8

RECEIVED

AUG 17 2015

Clerk/Board of Supervisors

August 14, 2015

To All Interested Parties:

NOTICE OF UPCOMING DEPARTMENT RULEMAKING

The California Department of Fish and Wildlife (Department) would like to inform you of the Department's proposal to adopt regulations regarding the take, possession or destruction of bird nests or eggs. The Department has been considering regulations to guide its implementation of Fish and Game Code (FGC) sections 3503 and 3503.5. These statutes prohibit the take, possession or destruction of bird nests or eggs.

The Department invites all interested persons to present statements or arguments with respect to alternatives to the regulations at the scheduled hearing or during the written comment period. The official public notice with Department contacts and hearing location are attached for your review.

Sincerely,

Craig Martz
Regulations Unit Manager
Department of Fish and Wildlife

Attachments

TITLE 14. DEPARTMENT OF FISH AND WILDLIFE
NOTICE OF PROPOSED RULEMAKING
AUGUST 14, 2015

(391-0815) Two n... - 3 of 8

NOTICE IS HEREBY GIVEN that the Department of Fish and Wildlife (Department) proposes to adopt the regulations described below regarding nesting birds and birds of prey after considering all comments, objections, and recommendations regarding the proposed action. The Department invites interested persons to present statements or arguments with respect to alternatives to the regulations at the scheduled hearing or during the written comment period.

PUBLIC HEARING

The Department will hold a public hearing on September 28, 2015, from 10:00 a.m. to 11:30 a.m., in the Resources Auditorium within the Resources Building located at 1416 9th Street, Sacramento, California. The Resources Auditorium is wheelchair accessible. At the public hearing, any person may present statements or arguments orally or in writing relevant to the proposed action described in the Informative Digest. The Department requests, but does not require, that the persons who make oral comments at the hearing also submit a written copy of their testimony at the hearing.

WRITTEN COMMENT PERIOD

Any interested person, or his or her authorized representative, may submit written comments relevant to the proposed regulatory action to the Department. All written comments must be received by the Department at the office below not later than 5:00 p.m. on September 28, 2015. All written comments must include the true name and mailing address of the commenter.

Written comments may be submitted by mail, fax, or e-mail as follows:

California Department of Fish and Wildlife
Regulations Unit
Attn: Scott Barrow
1416 9th Street, Room 1342-A
Sacramento, CA 95814
Telephone: (916) 653-4681
Fax: (916) 653-9890
E-mail: Regulations@wildlife.ca.gov.

Authority: Sections 3503 and 3503.5, Fish and Game Code; and Section 21083, Public Resources Code.

Reference: Sections 1601, 1602, 1603, 1611, 1614, 2000, 3511, Fish and Game Code; and Sections 4629.6(c), 21060.3, 21083, and 21166, Public Resources Code.

Add Section 681 to Title 14, CCR.

For many years, the California Department of Fish and Wildlife (Department) has considered various approaches to pragmatically implement the prohibitions in Fish and Game Code sections 3503 and 3503.5 related to nesting birds and birds of prey. The Department involved various stakeholders who brought different experiences and perspectives to the dialogue. Through this outreach, combined with past Department implementation of the statutes, the Department has developed a clear understanding of the challenges these prohibitions present to agriculture, forestry, the building industry, transportation agencies, utilities and others, as well as the concerns held by environmental and conservation organizations regarding the extent to which different interpretations of these statutes present risks to nesting birds.

The Department's ongoing interaction with our stakeholders helped clarify the Department's approach regarding the most reasonable interpretation of these statutes that implements the Legislature's intent and balances stakeholder concerns with the Department's conservation mission. As a result, the Department developed Title 14, California Code of Regulations (CCR), regulations that formalize the interpretations that the Department has traditionally followed in making California Environmental Quality Act (CEQA) recommendations, permit conditions and enforcement practices for implementing these FGC statutes.

Proposed Regulations

Subsection 681(a), Title 14, CCR, provides the purpose and scope of the proposed regulations to implement FGC sections 3503 and 3503.5 and Public Resources Code Section 21083 and further describes the Department's consultation role in the CEQA regarding FGC sections 3503 and 3503.5. The information provides stakeholders and the general public with necessary detail to improve understanding of the FGC statutes and Title 14, CCR, regulations.

Subsection 681(b), Title 14, CCR, defines terminology used in the statutes and proposed regulations. The terms used in FGC sections 3503 and 3503.5 are subject to varied interpretation and application depending on the experience, background and views of the individual, or entity. These definitions are necessary to provide stakeholders and the general public a better understanding of key terms in order to fully comply with the FGC and regulations, as well as to ensure that the regulations are clear and legally enforceable.

Subsection 681(c), Title 14, CCR, lists the exceptions to the proposed regulations. These exceptions do not affect the Department's authority pursuant to any other provision of the FGC or State compliance with federal regulations. The exceptions are necessary to reduce possible conflict between the proposed regulations and other Department authorities in State statutes and regulations.

Subsection 681(d), Title 14, CCR, provides the CEQA Thresholds of Significance to determine the potential significance of impacts related to the take, possession, needless destruction or destruction of native bird nests, eggs, or birds of prey. These thresholds provide lead agencies, stakeholders and the general public with sufficient detail to understand and comply with CEQA regulations along with the FGC statutes and Title 14, CCR, regulations.

Benefits of the Proposed Regulations

The proposed regulations provide clarity to terms that are subject to diverse interpretations by stakeholders, the general public and Department staff. Department scientists and wardens regularly advise the public on compliance with the prohibitions and enforce the statutes when violations occur.

The proposed regulations' definitions are generally consistent with past interpretations by Department scientists and wardens. However, these regulations provide a standard for general application that will provide for consistent interpretation, will efficiently use Department staff resources, and will enhance enforcement.

The proposed regulations provide several exceptions to the prohibitions where other regulatory mechanisms serve similar purposes, thereby reducing redundant legal requirements. One exception to the prohibitions is for an emergency, which word is already defined in the Public Resources Code. This exception provides a pragmatic and reasonable recognition of extenuating circumstances. Finally, this furthers the goal of the Department which is to manage/protect California's birds of prey and native birds and the environments on which they depend on, and for the public's enjoyment of their ecological values and purposes while maintaining health and safety standards.

Evaluation of Incompatibility with Existing Regulations

The Department has searched the CCR for any other regulations governing the take, possession, or needless destruction of nests, eggs or birds of prey.

The Board of Forestry and Fire Protection (Board) has promulgated rules that provide general and specific protection measures for nest sites of several specific bird species that the Board has formally designated as "Sensitive" species. The Board regulations generally provide more protection for habitat surrounding the nest than do these proposed regulations.

Various sections of the Fish and Game Code, and related regulations in Title 14, regulate the take of wildlife, including candidate, threatened or endangered species. These draft regulations are specifically written to be compatible with those authorities and, in some cases, provide exceptions to otherwise stated prohibitions where take is authorized in accordance with those authorities.

The Department has concluded that the proposed regulations are neither inconsistent nor incompatible with existing State regulations. As the State's trustee agency for fish and wildlife, the Department has the primary authority to promulgate regulations

regarding the protection of nesting birds and birds of prey.

DOCUMENTS INCORPORATED BY REFERENCE: None
DISCLOSURES REGARDING THE PROPOSED ACTION:

Mandate on local agencies or school districts: None.

Costs or savings to any state agency: None.

Cost to any local agency or school district which must be reimbursed in accordance with Government Code sections 17500 through 17630: None.

Other nondiscretionary costs or savings imposed on local agencies: None.

Costs or savings in federal funding to the state: There are no related costs or savings in Federal Funding to the State.

Significant, statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states: The proposed action will not have a significant statewide adverse economic impact directly affecting businesses, including the ability of California businesses to compete with businesses in other states. The regulations are intended to formalize the interpretations that the Department has traditionally followed in making CEQA recommendations, permit conditions, and enforcement practices for implementing these FGC statutes.

Effect on small business: The Department has determined that the proposed regulations are unlikely to have a significant statewide adverse economic impact affecting small businesses because it will not create any new requirements. The regulations are intended to formalize the interpretations that the Department has traditionally followed in making CEQA recommendations, permit conditions and enforcement practices for implementing the FGC statutes. .

Cost impacts on a representative private person or business: The Department is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

Significant effect on housing costs: None.

RESULTS OF THE ECONOMIC IMPACT ASSESSMENT

The Department does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses, the expansion of businesses in California, or benefits to worker safety. The regulations are intended to formalize the interpretations that the Department has traditionally followed in making CEQA recommendations, permit conditions and enforcement practices for implementing the FGC statutes.

Benefits to the Health and Welfare of California Residents:

The Department anticipates benefits to the health and welfare of California residents through more uniform application of statutes regulating the take and possession of bird nests, eggs and birds of prey as a result of the proposed action.

Benefits to the State's Environment:

The proposed regulations should benefit the state's environment by clarifying and increasing consistency in the application of nest regulations in the state.

CONSIDERATION OF ALTERNATIVES:

The Department must determine that no reasonable alternative it considered or that has otherwise been identified and brought to its attention would be more effective in carrying out the purpose for which the action is proposed, would be as effective as and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

MITIGATION MEASURES REQUIRED BY REGULATORY ACTION:

The proposed regulatory action will have no negative impact on the environment; therefore, no mitigation measures are needed.

CONTACT PERSONS

Inquiries concerning the proposed administrative action may be directed to:

California Department of Fish and Wildlife
Regulations Unit
Attn: Scott Barrow
1416 9th Street, Room 1342-A
Sacramento, CA 95814
Telephone: (916) 653-4681
Fax: (916) 653-9890
Comments or questions can also be submitted via email at the following address:
Regulations@wildlife.ca.gov.

The backup contact person for these inquiries is:

California Department of Fish and Wildlife
Regulations Unit
Attn: Craig Martz
1416 9th Street, Room 1342-A
Sacramento, CA 95814
Telephone: (916) 653-4681

Please direct requests for copies of the proposed text (the "express text"), the regulations, the initial statement of reasons, the modified text of the regulations, if any, or other information upon which the rulemaking is based to Mr. Barrow at the above address.

AVAILABILITY OF THE INITIAL STATEMENT OF REASONS, TEXT OF PROPOSED REGULATIONS, AND RULEMAKING FILE:

The Department will have the entire rulemaking file available for inspection and copying at its offices at the above addresses. As of the date this notice is published, the rulemaking file consists of this notice, the proposed text of the regulations, the Initial Statement of Reasons, the Economic Impact Assessment, the Economic and Fiscal Impact Assessment (STD. Form 399).

AVAILABILITY OF DOCUMENTS ON THE INTERNET:

Website Access: The entire rulemaking file is available at:
<https://www.wildlife.ca.gov/Notices/Regulations>

AVAILABILITY OF CHANGED OR MODIFIED TEXT:

After holding the hearing and considering all timely and relevant comments received, the Department may adopt the proposed regulations substantially as described in this notice. If the Department makes modifications which are sufficiently related to the originally proposed text, it will make the modified text (with the changes clearly indicated) available to the public for at least 15 days before the Department adopts the regulations as revised. Please send requests for copies of any modified regulations to the attention of Scott Barrow as indicated above. The Department will accept written comments on the modified regulations for 15 days after the date on which they are made available.

AVAILABILITY OF THE FINAL STATEMENT OF REASONS:

Upon its completion, copies of the Final Statement of Reasons may be obtained by contacting Scott Barrow as indicated above.

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

MEETING DATE: August 25, 2015

SUBJECT: Agricultural Buffers

FROM: Wendy W. Hartman, Director of Planning *WH*
Ed Palmeri, Principal Planner *EP*

RECOMMENDATION: Receive information regarding agricultural buffers and provide staff with direction regarding agricultural buffers.

BACKGROUND:

At the July 15, 2015 joint Planning Commission and Board of Supervisors meeting testimony was received relative to proposed Magnolia Ranch Specific Plan and agricultural buffers. The Board requested that staff conduct a workshop to further discuss agricultural buffers in general. In addition to information provided by the Agricultural Commissioner, CDSA staff has prepared the following information for the Board's consideration.

General Plan Policies (1996)

The previous general plan included several land use policies encouraging Community Boundaries (28-LUP); incorporation of a buffer zone at least 300 feet (29-LUP); and the use of permanent physical features or barriers for separation (30-LUP).

2030 General Plan Policies/Development Code

The 2030 General Plan adopted several agricultural buffer policies to minimize conflicts with agricultural uses (Policy NR3.4); require buffers at the edges of Rural and Valley Growth areas adjacent to agricultural (Policy NR3.5); circumstances when buffers not required (Policy NR3.6); and have certain design standards (NR3.7). As required by General Plan Action NR3.1 Agricultural Zoning, Development Code Section 11.44.070 Agricultural Buffers implements location, use, and management requirements.

2015 Development Code

On July 21, 2015 The Board of Supervisors adopted the Yuba County Development Code. Consistent with the policies and actions items of the 2030 General Plan the Development Code establishes minimum buffer requirements based on crop types and agricultural uses (Section 11.19.090; Setbacks & Yards and Section 11.44.070; Agricultural Buffers). For projects adjacent to rice the minimum buffer width is 300 feet from the property line of the agricultural use (roadways, drainages, passive recreation and similar improvements can be located within the buffer).

The Development Code also provides provisions to allow for deviations in the width of a buffer through approval of a minor conditional use permit if certain findings can be made.

CDSA staff, in consultation with the Agricultural Commissioner, Farm Bureau, and UC Extension discussed issues related to the urban agricultural interface. These discussions resulted in the buffer standards that are incorporated into the Development Code as well as allowed uses and minimum parcel sizes.

DISCUSSION AND DIRECTION

The Magnolia Ranch Specific Plan is unique in that the application was deemed complete after the adoption of the 2030 General Plan(adopted June 2011) and therefore must be consistent with the policies of the 2030 General Plan. However, the zoning ordinance that was in place at that time (1983 Zoning Ordinance) was based on an earlier General Plan that provided agricultural buffer requirements and therefore the Zoning Ordinance itself did not include minimum buffers as it relied upon the General Plan policies.

Given that the current Development Code was adopted on July 21, 2015 (effective August 21, 2015) after the Magnolia Ranch project application was deemed complete (September 2012), there is a greater level of latitude that the Board can consider regarding agricultural buffers for this specific project.

At the July 15, 2015 hearing, the Board was provided with information from both the applicant for Magnolia Ranch and the Agricultural Commissioner on why they believe the buffer should be 250 feet or 300 feet in width along Ostrom Road. The Buffer along South Beale Road is proposed to be 200 feet.

The purpose of this meeting is to further discuss this issue with the Board, the applicant, and the Agricultural Commissioner and to have the Board provide clear direction to staff. Resolution of this issue is necessary for CDSA staff to be able to complete the Final EIR for the Magnolia Ranch Specific Plan and to be able to schedule the hearings on the merits of the project.